

**STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** James Derbin, Superintendent of Operations

**Via:** Mary Rogren, General Manager

**Agenda:** March 10, 2020

**Date:** March 6, 2020

**Subject:** Approval of Implementation of a Computerized Maintenance Management System (CMMS) comprised of:

- 1) Professional Services Agreement with Miller Spatial Services LLC for implementation services for \$106,500;
- 2) 3-Year License Agreement with Azteca Systems LLC for Cityworks CMMS Software for \$51,000;
- 3) 3-Year License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for GIS software for \$31,500;
- 4) Purchase of server and software upgrades through Irvine Consulting Services, Inc. for \$33,000.

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**Recommendation:**

Authorize the General Manager to:

- 1) Execute a Professional Services Agreement with Miller Spatial Services LLC (“Miller Spatial”) for implementation of Cityworks CMMS software and ESRI GIS software for a not to exceed amount of \$106,500 (Attachment A).
- 2) Enter into a 3-year license agreement with Azteca Systems LLC for Cityworks CMMS software (“Cityworks”) in the amount of \$51,000 (Attachment B).
- 3) Enter into a 3-year license agreement with Environmental Systems Research Institute, Inc. (ESRI) for GIS software in the amount of \$31,500 (Attachment C).
- 4) Procure server hardware and SQL software upgrades through Irvine Consulting Services in the amount of \$33,000. (Attachment D).

**Summary of Costs - Total 3-year cost = \$222,000**

| <b>Item</b>                               | <b>Year 1</b>    | <b>Year 2</b>   | <b>Year 3</b>   | <b>Total</b>     |
|---|------------------|-----------------|-----------------|------------------|
| Miller Spatial Integration                | \$106,500        |                 |                 | \$106,500        |
| Azteca LLC Software Licensing/Maintenance | \$ 15,000        | \$15,000        | \$21,000        | \$ 51,000        |
| ESRI Inc. Software Licensing/Maintenance  | \$ 10,500        | \$10,500        | \$10,500        | \$ 31,500        |
| Irvine Hardware/SQL                       | \$ 33,000        |                 |                 | \$ 33,000        |
| <b>TOTAL</b>                              | <b>\$165,000</b> | <b>\$25,500</b> | <b>\$31,500</b> | <b>\$222,000</b> |

**Background:**

Currently the District has very limited historical records of maintenance and repairs of critical infrastructure assets that can be used to inform replacement decisions for our long-term capital improvement program. Staff recommends that the District implement an Asset Management program in order to systematically inventory critical assets, evaluate their condition and performance, record ongoing repairs, and to develop plans to maintain, repair, and replace assets. Some of the benefits derived from having an Asset Management program include: 1) prolonging asset life and improving decisions about asset rehabilitation, repair and replacement; 2) focusing budgeting on critical activities for long-term sustained performance as well as considering cost-benefit analyses; 3) meeting service expectations and regulatory requirements; 4) improving responses to emergencies; and 5) improving the security and safety of assets.

Implementing a Computerized Maintenance Management System (CMMS) is the first vital step in developing a successful Asset Management program for the District. Staff recommends that the District implement Cityworks for its CMMS program. Cityworks is used by over 700 public agencies around the world, and is reputed as one of the leading asset management systems for water utilities. Cityworks will be utilized to catalog the District's assets and to track the use of District labor, materials and equipment to repair and maintain our facilities via a work order system.

Cityworks is built on the ESRI ArcGIS "mapping" platform, allowing users to visualize scheduled work, ongoing activities and recurring maintenance problems. Staff in the field will be able to interact directly with the GIS map via a tablet in order to record maintenance activities on District assets; to complete outstanding tasks; and to upload pictures.

As part of the implementation of Cityworks, the District will also implement the ESRI ArcGIS software for its GIS requirements, replacing its current AutoCAD based mapping system. ESRI is now considered to be the "standard" in GIS mapping software and is used by the County of San Mateo, DWR and other State of California agencies. Having an up to date GIS system will help the District share GIS data with consultants, regulators and other agencies with ease.

At the District's request, Miller Spatial Services LLC has submitted the attached proposal for implementation and training services for the Cityworks CMMS and ESRI GIS software (Attachment A.) Miller Spatial is an Azteca/Cityworks business partner, and also comes highly recommended by ESRI. Staff proposes

**STAFF REPORT**

**Agenda: March 10, 2020**

**Subject: CMMS**

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we utilize Miller Spatial's expertise in GIS and Cityworks implementations and recommends awarding this work to Miller Spatial based on their reputation and experience with similar projects in California.

**Fiscal Impact:**

Total three-year cost for implementation, hardware, and software licenses of \$222,000.



## Attachment A



### PROPOSAL

*CITYWORKS RAPID LAUNCH IMPLEMENTATION*

*SUBMITTED TO: COASTSIDE COUNTY WATER DISTRICT*

*SUBMITTED ON: 10/18/2019*

Miller Spatial Services  
3499 10th Street  
Riverside, CA 92501



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# About Our Company

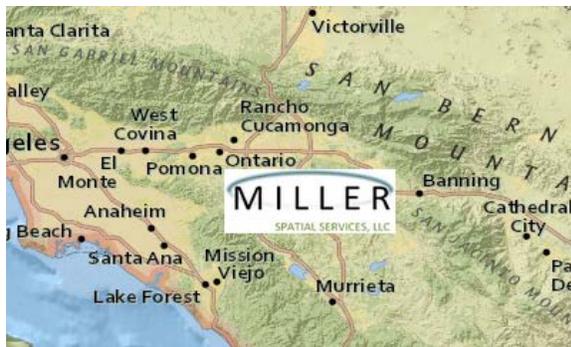
## Introduction

Miller Spatial Services, LLC is a GIS Consulting company offering implementation, data, and application development services. Our founder, Bruce Miller, has 20 years of experience in GIS, Asset Management, and systems integration. All of our technical staff have at least 5 years of expertise in their discipline.

In addition to providing services for specific projects, we are also able to augment an agency's staff by providing resources such as programmers, analysts, and technicians on site. Typically, agencies need temporary staff to assist with updating their GIS data.

Miller Spatial Services (MSS) is Cityworks and Esri Business Partner specializing in CMMS and GIS services for public agencies such as Cities, Counties, and Water Agencies. As a partner, we specialize in the implementation of Esri technologies. From out of the box using Esri's ArcGIS for Local Government solutions to custom implementations, we can help agencies realize their return on investment as quickly as possible.

We are in Riverside, California, about 30 minutes from Esri headquarters.



## Experience

Our team has successfully completed over 44 GIS projects over their combined careers.



## References

The following are current clients of MSS, and they can be contacted for references:

**East Valley Water District, Highland, CA**  
Robert Peng, IT Manager  
[rpeng@eastvalley.org](mailto:rpeng@eastvalley.org)  
909-806-4097

**Indio Water Authority, Indio, CA**  
Miguel Pena, Water Operations Superintendent  
[mpena@indio.org](mailto:mpena@indio.org)  
760-625-1852

**City of Lemon Grove, Lemon Grove, CA**  
Mike James, Public Works Director  
[mjames@lemongrove.ca.gov](mailto:mjames@lemongrove.ca.gov)  
(619)825-3814

## I. Firm Description & Project Organizations

Miller Spatial Services, LLC (MSS) is a multi-service organization providing specialized services in Field Asset Surveying, Geographic Information Systems (GIS) and application software services. MSS provides professional services including consulting, training, staffing and technical support.

We continue to set the standard for high quality GIS implementation projects, especially in utility industry for Water, Sewer, Storm, Gas and Electric backed by staff with a wide range of industry and technical experience having over 20 years of experience in GIS.

MSS is fully insured and bonded for all services that we offer. We are a Dun & Bradstreet verified business (DUNS 03-076-7626). We have been contracted for over \$1,000,000 in services over the past 4 years, and the company has no debt.



Partners: ESRI Business partner, Cityworks and USA-imaging



### Management

Mr. Bruce Miller, founder of Miller Spatial Services, LLC, graduated with a B.S. degree in Environmental science from the University of California, Riverside, USA. He is certified as a Geographic Information Systems Professional (GISP). He has over 20 years of professional experience in GIS and within the engineering industry and has successfully completed over 50 GIS projects. Most of his project experience is in implementing GIS systems with government agencies throughout California. His core competency is in implementing GIS solutions for Water and Wastewater agencies.

Mr. Miller manages the strategic planning, business development and company operations for MSS. He also serves as client liaison officer on all the projects by overseeing scope, schedule, budget and time frame.

**Specialties:** Asset Management, Utility Data Conversion, and Project Implementation.

## Services

### GIS CONSULTING:

- Needs Assessment
- Strategic Planning
- Business Process Workflow - Design, Mapping and Analysis
- Feasibility & Return on Investment
- Operation and Maintenance

We offer custom-made unique solutions for each industry based on the client's needs and requirements. Our Core Functional Consulting:

- Utilities - Water, Reclaimed Water, Sewer, Storm, Gas and Electric.
- Land Information Systems - Base map creation using various sources including Tract Maps, Record of Survey, Parcel Maps and BLM (Bureau of Land Management) data, Creating Building Footprints from the Satellite Imagery.

### GIS DATA MANAGEMENT:

Our expertise is in the development of GIS for AM/FM (Automated Mapping/Facility Management), Asset Management, and analysis of geospatial information.

We also specialize in the implementation of ESRI technologies. From out-of-the-box applications using ESRI's ArcGIS for Local Government solutions to custom implementations, we can help agencies realize their return on investment as quickly as possible.

- Database Design
- Data Conversion
- Data Migration
- Data Maintenance
- Land Information Systems
- Survey Data Integration
- Raster to Vector Map Conversion
- Geocoding
- Engineering As-built Design

#### **GIS APPLICATION DEVELOPMENT:**

Custom application development built on ESRI technologies for ArcGIS Server, ArcGIS Online, and mobile solutions to support field maintenance.

#### **GIS DATABASE DEVELOPMENT:**

Development and administration services for SQL Server, Geodatabase, and Access databases.

#### **GIS STAFFING:**

We provide highly qualified GIS professionals who can supplement your office staff. They can work on site or remotely and can be dedicated to your agency for any number of hours per week. We can provide GIS consultants, developers, analysts, and technicians. Our rates are very competitive and we only provide staffing from our own trusted network of resources. We will not search job posting boards to fill a position.

#### **Software Skills**

**GIS Software:** ArcGIS 10.3 Desktop, ArcGIS Online, ArcGIS Server, ArcSDE:  
ArcGIS Extensions: Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst and Tracking Analyst

**Other GIS Software:** Google Earth, GRASS, Quantum GIS

**Asset Management Software:** Cityworks AMS

**CADD & Graphic Software:** AutoCAD 3D Map, AutoCAD civil 3D, Microstation, Visio, Photoshop, 3D Max

**Databases:** Access, SQL Server, Geodatabase

**GIS Programming:** Python, Javascript, ArcGIS API for Flex, ArcGIS API for Silverlight and ArcIMS, ESRI Arc Objects

**Other programming environments:** C#, Microsoft C++, HTML, KML, XML, UML, VBA, Visual Basic, and .NET Framework.

## II. Experience and Past Performance

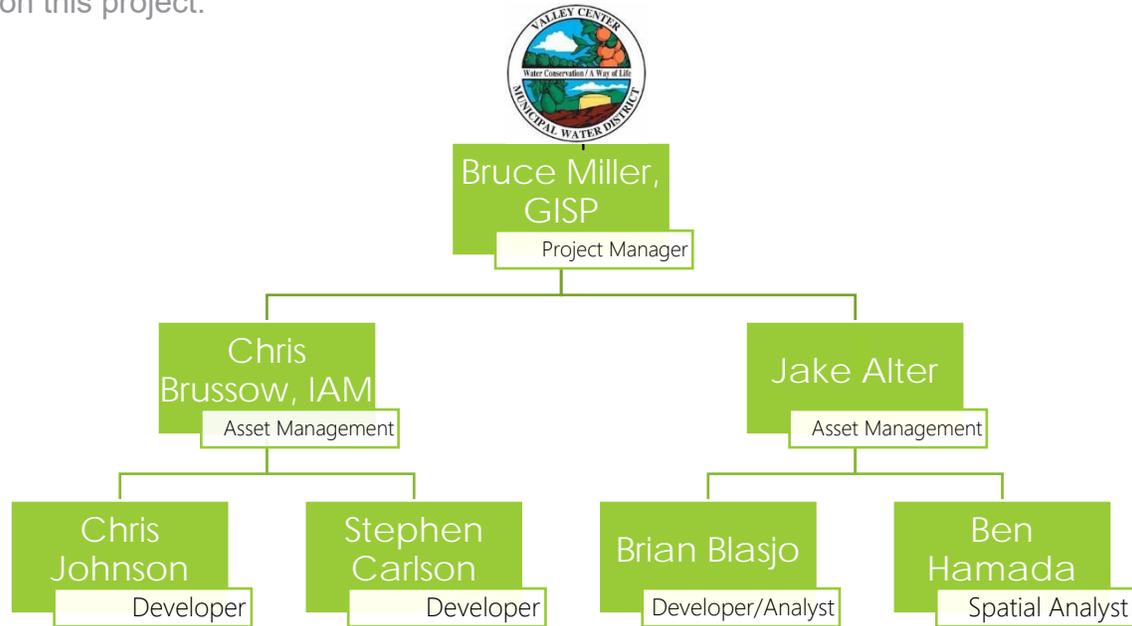
The following table shows the combined project experience of our team.

| CLIENT                            | GIS Data Conversion | Implementation | Application Development | Cityworks | Asset Collection | Water | Sewer | City |
|-----------------------------------|---------------------|----------------|-------------------------|-----------|------------------|-------|-------|------|
| City of Lemon Grove               | ✓                   | ✓              |                         | ✓         | ✓                |       | ✓     | ✓    |
| Indio Water Authority             |                     |                |                         | ✓         | ✓                | ✓     |       |      |
| San Gabriel Valley Water District |                     | ✓              | ✓                       |           |                  | ✓     |       |      |
| East Valley Water District, CA    | ✓                   | ✓              | ✓                       | ✓         | ✓                | ✓     |       |      |
| City of Rancho Palos Verdes       |                     | ✓              |                         | ✓         |                  |       |       | ✓    |
| City of Big Bear Lake, CA         |                     | ✓              |                         |           |                  |       |       | ✓    |
| City of Compton, CA               | ✓                   |                |                         |           |                  | ✓     |       | ✓    |
| City of La Canada, CA             | ✓                   | ✓              | ✓                       |           |                  |       | ✓     | ✓    |
| Yorba Linda Water District, CA    |                     |                |                         | ✓         |                  | ✓     | ✓     |      |
| City of Redlands, CA              |                     |                |                         | ✓         |                  |       |       | ✓    |
| City of Fort Collins, CO          |                     |                |                         | ✓         |                  |       |       | ✓    |
| City of Adelanto, CA              | ✓                   | ✓              |                         |           |                  |       | ✓     | ✓    |
| City of San Gabriel, CA           |                     | ✓              |                         | ✓         |                  |       | ✓     | ✓    |
| City of Sausalito, CA             |                     | ✓              |                         | ✓         |                  |       | ✓     | ✓    |
| City of Saratoga Springs, CO      |                     |                |                         | ✓         |                  |       |       | ✓    |
| City of Escondido, CA             |                     |                |                         | ✓         |                  | ✓     | ✓     | ✓    |

### III. Statement of Experience & Qualifications of Project Assigned Personnel

Miller Spatial is comprised of a core group of GIS, networking and programming professionals with extensive experience in the industry and hold various certifications.

The Organization chart shown below highlights all key personnel who will work on this project.



#### BRUCE MILLER GISP, PRESIDENT | PROJECT OVERSIGHT

The Project Manager will be Bruce Miller, GISP. Mr. Miller has his GIS Professional (GISP) certification and brings over 20 years of experience providing GIS services to public agencies and over 5 years of Cityworks implementation experience. Mr. Miller will also be responsible for all GIS related tasks.

#### CHRIS BRUSSOW, ASSET MANAGEMENT CONSULTANT

Mr. Brussow will be the primary resource performing the implementation. He has over 6 years of experience working with Cityworks and has been involved in implementation projects throughout the United States.



**Bruce Miller, GISP**  
*President/Project Oversight*

Mr. Miller has his GIS Professional (GISP) certification and has over 20 years of experience providing GIS and asset management related services to public agencies. Mr. Miller has been responsible for directing complex mapping projects addressing logistical and technical concerns.

**EDUCATION**

Bachelor of Science Degree, Environmental Science, University of California, Riverside

**CERTIFICATIONS**

2012 – Geographic Information Systems Professional (GISP)

**PUBLICATIONS**

2017 – Discovering Insights for ArcGIS, IEGIS User Group

2015 – Using ArcGIS as a Project Management Platform, Esri UC

2015 – Conservation Through Transformation, Esri Water Group

2013 – The Benefits of Following the Strategic Plan, Esri UC

Services include database development/administration and maintenance, map creation, needs assessment, implementation and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as CCTV, Customer Billing, Document Management (Laserfiche), and Work Orders. He also provides field data capture automation, training, and general IT consulting services.

**Summary of Skills**

- Expertise using ESRI’s ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online, and ArcGIS Pro
- Experience in administration of Cityworks® AMS
- Expertise in Mapping, GIS Data Modeling, Systems Integration, Needs Assessments
- Over 15 years of Project Management experience
- Experience with GPS data collection using Trimble
- GPS units and post processing data by differential correction
- Database experience with SQL Server, Oracle, and Microsoft Access
- Programming experience in Python, Visual Basic, HTML

**Representative Projects**

- Santa Ana Watershed Project Authority – State of California Grant project for mapping commercial water meter locations and business classifications for water usage analysis
- East Valley Water District, Mapping of facilities for asset management. Cityworks® AMS Implementation and GIS Support, GraniteNet Implementation
- Upland High School – Mapping of School facilities for local law enforcement agencies to assist in emergency situations.
- Imperial County 911 database development – Developed GIS address database for 911 dispatch system.
- City of Norco- GIS Implementation and ArcGIS Online web application development. Mapping of city assets.
- City of Big Bear Lake – Implementation of GIS using ArcGIS Server and ArcGIS Online.
- City of La Canada – GIS Implementation and development of ArcGIS Online GIS Web Viewer applications

- City of Compton – GIS Implementation and data conversion of water assets. Development of ArcGIS Online Web Applications for field staff.
  - City of Lemon Grove, Cityworks® AMS Implementation and GIS Support, GraniteNet Implementation
  - City of Redlands Cityworks® PLL/AMS enhancements project oversight
  - West Valley Water District, GIS data conversion and implementation
  - San Gabriel Valley Water Company ArcGIS Online application support
  - Western Municipal Water District – GIS support services oversight
  - Fontana Water Company, Quality Control for GIS Data Conversion
  - Indio Water Authority, GIS Support
  - California Water Service Company, GIS Conversion Quality Control
  - Laguna Beach County Water District, GIS Conversion
  - Alameda County Water District, GIS Conversion
  - Otay Water District, GIS Data Maintenance
  - Mission Springs Water District, GIS Conversion
-



## Chris Brussow, IAM

*Asset Management Consultant*

Mr. Brussow is an expert in Cityworks<sup>®</sup>, Asset Management, and GIS with a strong background in Emergency Management. Mr. Brussow has setup Asset Management workflows for potable water and waste water plant facilities.

### EDUCATION

Bachelor of Science Degree, Geography, University of Utah,

Bachelor of Science Degree, Emergency Management, University of Utah,

### CERTIFICATIONS

GIS Certificate, University of Utah

### CONTACT INFO

Phone: (801)502-9420

Email:  
cbrussow@millerspatial.com

Office:  
3343 E Bernada Dr.  
Salt Lake City, UT  
84124

### Summary of Skills

- Cityworks<sup>®</sup> customization and implementation - 6 years
- ArcMap, ArcGIS Server, ArcSDE– 13 years
- GPS data collection – 6 years

### Representative Projects

- East Valley Water District-On going Cityworks<sup>®</sup> support, Developed Plant Route PM workflows
- Indio Water Authority On going Cityworks support, Developed Backflow integration with Cityworks, AVL integration, and meter service workflows. Developed water plant asset management work flows.
- City of Dearborn, MI – Cityworks<sup>®</sup> implementation and GIS Data conversion.
- City of Lemon Grove – Cityworks<sup>®</sup> configuration, program development and training
- City of San Gabriel – Cityworks<sup>®</sup> Implementation
- Valley View Sewer District, WA – Cityworks<sup>®</sup> implementation, program development and training. GIS Data conversion, AGOL
- City of Mesa, AZ – Cityworks<sup>®</sup> Server upgrade (Oracle)
- Ft. Collins, CO – PLL installation (Oracle)City of Sandy, UT – Cityworks<sup>®</sup> implementation, data conversion, Storeroom implementation.
- City of Show Low, AZ – Cityworks<sup>®</sup> implementation and GIS data conversion
- City of Escondido, CA – Cityworks<sup>®</sup> configuration and support
- City of Galt, CA – Cityworks<sup>®</sup> upgrade
- City of Twin Falls, ID – Cityworks<sup>®</sup> server upgrade
- Rupert, ID – Cityworks<sup>®</sup> updates
- Coal Creek Utility District, WA – Cityworks<sup>®</sup> Server Upgrade
- City of Herriman, UT – Cityworks<sup>®</sup> server implementation
- Salt Lake City Public Utilities, UT – Cityworks<sup>®</sup> Server upgrade



## Ben Hamada

### *Spatial Technician*

Mr. Hamada has his master's degree in GIS. He is very proficient in the latest ESRI software including ArcGIS Pro and ArcGIS Online. In addition to his educational training in GIS, he also worked at SRI as a GIS Analyst prior to working for Miller Spatial where he worked on landscape data analysis projects. Mr. Hamada has also been mapping facilities assets at East Valley Water District.

### EDUCATION

Bachelor of Arts  
Degree, Art Studio,  
Minor Environmental  
Studies, University of  
Redlands

Master of Science in  
GIS, University of  
Redlands (2017)

### Summary of Skills

- ArcGIS Pro
- ArcGIS Desktop software (data development and analysis)
- ArcGIS Online applications and Story Maps
- Field Data Collection (GPS and Drones)
- GPS data collection – 6 years
- Geocoding
- Python programming

### Representative Projects

- East Valley Water District, Mapping of Building Facilities
- SAWPA – Imagery landscape processing
- SAWPA – Meter Geocoding project
- City of Garden Grove – MSA/meter edits
- City of Big Bear Lake – Story Map Development
- West Valley Water District – 3D Reservoir Maps
- City of Highland – Storm water updates



## Brian Blasjo

*Developer/Analyst*

Brian Blasjo is a detail-oriented GIS professional with a diverse background in IT and extensive experience in software, networking, programming languages and databases. He tackles complex problems and produces creative solutions in an ever-changing technical environment. He is known for creating strong internal customer relationships using interpersonal communication skills. He has hands-on experience in multi-tiered, distributed enterprise applications.

### EDUCATION

Bachelor of Science Degree, Computer Science, Cal Polytechnic University

### CERTIFICATES

2010 – GIS Certificate Program, Mt San Jacinto Community College

### Summary of Skills

- Experience using ESRI's ArcGIS software products, ArcGIS 10.x, ArcMap, ArcCatalog and ArcPad.
- System Administration and Virtual Machine Utilization
- ArcGIS Server and ArcGIS Online Administration
- ArcGIS Web Application Development
- Change/Data Management and Process Automation
- Broad range of programming languages (Python, JavaScript, XML, .NET)
- Experienced in broad range of applications including ArcGIS, QGIS, SharePoint, Office Suite: Excel, Outlook, Project, PowerPoint, Visio, Word, Access

### Representative Projects

- City of Moreno Valley - On site GIS Support
- Western Municipal Water District – On site GIS Support
- La Canada Flintridge – GIS Implementation and application development
- City of San Gabriel – GIS and Cityworks® implementation
- City of Big Bear Lake - Create python script to automate replacing parcels and assessor data from monthly County updates.
- City of Norco - Setup GIS Server and ArcGIS Online. Load GIS data, publish services, and create Web App Builder application
- East Valley Water District - Create new GIS Dataset for plant maintenance operations.
- Carmichael Water District - Setup GIS Server and ArcGIS Online. Load GIS data, publish services, and create Web App Builder application
- City of Compton - Load GIS data into server, publish services, and create ArcGIS Online Web Applications.



## EDUCATION

Bachelor of Science  
Degree, Finance,  
University of Illinois,  
Urbana-Champaign

## CERTIFICATIONS

Esri ArcGIS Desktop,  
Associate 10.1

Esri Web Application  
Developer, Associate  
10.1

## IV. Scope of Work

### A. INTRODUCTION

This scope of work identifies the tasks required for the successful implementation of Cityworks AMS. Miller Spatial Services (MSS) understands that the following requirements have been identified by the District, and will be included in implementation:

- A Server will be setup to host the District's GIS database and services.
- The District's GIS data will be migrated to Esri's Utility Network GIS schema.
- A server will be setup to host the Cityworks database.
- ArcGIS Server will be setup to host the District's GIS system. This will be configured to work with Cityworks AMS.
- Cityworks AMS will only be configured for related Work Orders related to Water Distribution Maintenance (Valve Maintenance and Hydrant Maintenance) Dig Alerts, and Tyler 2 way integration for Service Orders.
- Cityworks AMS will be configured for 20 users and an administrator

The following tasks are included in this scope of work:

#### TASK 1: INITIAL CONFIGURATION MEETING

We will meet with District personnel to document information needed for the initial configuration of the GIS and Cityworks AMS using the Utility Model and Local Government Templates (LGT). Information collected will include project team information contact information, the GIS data available and a list of users, and remote access details. This meeting will be on site at the District.

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#### *Deliverable Milestones:*

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##### a. Meeting Notes

#### TASK 2: CITYWORKS SERVER SETUP

MSS will work with the District IT contact to setup the server that will be used to support Cityworks. Required software such as SQL Server will be installed and setup for the project. The minimum server specifications to be setup are as follows:

- 4CPU/16GB RAM
- Windows 2012

- SQL Standard
- 20 TS/RDS Cals License for SQL Server

The following phases will be completed under this task. Some of these tasks will be performed by the District's IT staff:

Phase 1: New Infrastructure Preparation (1-2 weeks)

- Setup service
- Provision new server instances
- Request public IP addresses for public facing services (GIS and Cityworks) if needed
- Configure server instances and complete operating system updates.
- Prepare the server instances for their respective roles.
- Configure site-to-site VPN between each office and the hosted infrastructure

Phase 2: Role Migrations (3-4 days)

- Migrate SQL server role
- Update backup solution

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*Deliverable Milestones:*

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b. Cityworks Server

**TASK 3: GIS SETUP AND CONFIGURATION**

MSS will work with the District to configure the GIS software and databases on the GIS server as required by Cityworks

The setup of the following software will be verified and configured on the GIS Server:

- SQL Server
- ArcGIS Server 10.7.1 or later
- ArcGIS Desktop 10.7.1 or later

In addition to the software setup being verified, the GIS geodatabase and permissions will be setup in SQL Server as needed for Cityworks.

Miller Spatial will also migrate the District's CAD/GIS data to the Esri Utility Network model so that it will be ready to be used with Esri's applications and Cityworks.

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*Deliverable Milestones:*

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- a. Configured GIS Software and Databases to support Cityworks

#### **TASK 4: GIS SERVICES CONFIGURATION**

MSS will work with District staff to publish the GIS services that are needed to support the Cityworks valve maintenance, hydrant maintenance, and Dig Alert related service requests, work orders, or inspections. MSS will work with the District in recommending the best data model to work with Cityworks (Esri's Local Government Information Model) for the Geodatabase schema. The District's CAD/GIS data will be migrated to the Esri's Utility Network and Local Government data models. This will allow the District to take advantage of the various Esri application templates that are configured to work with this model and the Cityworks Local Government templates

The following data is anticipated to be loaded:

- Parcels
- Street centerlines
- Water Assets (Hydrants, Valves, Mains, and Laterals)
- Recycled Water Assets
- District Boundary

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*Deliverable Milestones:*

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- a. Loaded GIS data

#### **TASK 5: INITIAL CITYWORKS CONFIGURATION**

Using the structure of the new GIS database, we will configure the data and GIS layers into Cityworks. MSS will be utilizing Cityworks LGT workflows to align workflows with industry best practices.

The configured database and Cityworks software package (Cityworks Server AMS) will be installed remotely in the client's environment. Changes to the configuration can be made during this time.

MSS will setup the Cityworks Storeroom product based on the configuration requirements collected from the initial meeting.

Miller Spatial will integrate Tyler Incode for 2 way integration between Cityworks and Tyler Incode for the 2 way transfer of information for Service Orders in Tyler and Service Requests in Cityworks.

MSS will install all software needed for Cityworks. The standard report templates will be configured for Cityworks. Saved searches for the reports below can be exported to Excel.

The following reports will be setup:

- Employee Actual Labor
- Employee Projected Labor
- Equipment Report
- Scheduled Inspections Report
- Inspection Summary Report
- Material Report
- Project Detail Report
- Service Request Listing
- Service Request Summary
- Work Order Details
- Work Order Listing
- Work Order Task Duration
- Work Order Task Duration Average By Type
- Work Order Summary by Type

---

*Deliverable Milestones:*

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- a. Cityworks AMS Software installed on Server
- b. Initial Cityworks Configuration complete

#### **TASK 6: STAFF CONFIGURATION REVIEW MEETING**

MSS will review the configuration of Cityworks AMS with District staff. All functionality and workflows for Cityworks AMS will be reviewed. The goal of this meeting is for staff to learn enough to test the initial Cityworks configuration to provide feedback for necessary changes such as work order types. After the meeting staff will be able to thoroughly test Cityworks AMS in their environment.

The following workflows will be setup for Cityworks:

- Valve Maintenance
- Hydrant Maintenance
- Tyler Incode Service Order Integration

- Dig Alerts

This task will take place onsite in a workshop-style meeting. It is recommended that the District start internal meetings first to look at their current workflows. Providing any written documents, work orders, service requests, service orders, inspection forms, etc. will greatly improve the quality of the conversion.

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*Deliverable Milestones:*

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- a. Workflow listings of processes that will be incorporated into Cityworks from existing workflows.
- b. Minutes of Meeting Notes

#### **TASK 7: FINAL CITYWORKS CONFIGURATION**

Changes to the Cityworks AMS configuration will be made based on staff findings during their testing of the initial Cityworks configuration. Once the configuration changes have been made, staff will be able to test the final configuration.

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*Deliverable Milestones:*

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- c. Asset Inventory Configuration
  - Assets for WO/SR/INs have been loaded into Cityworks and linked to the proper WO/SR/IN types
- d. GIS Integration
  - GIS data displays in Cityworks map
  - GIS assets can be attached to proper WO/SR/IN
  - GIS attributes can be updated through Cityworks
- e. Work Order Configuration
  - WO work as defined in workflow meetings (Task 6) and LGT.
  - Basic user Inboxes are configured
  - Defined Users are able to login
- f. Workflow Implementation
  - Defined Workflows defined in Task 6 are being routed correctly in Cityworks
  - Mobile Devices in field can access Citywork's database
- g. Report configuration

- Reports listed above are displaying correct information
- Report user permissions are set correctly

#### **TASK 8: TRAINING**

MSS will provide onsite training for the primary, or “Administrator” users of Cityworks. The District will provide the training facility and computers necessary for staff use. This training can also be provided remotely if no training facility is available and it is more convenient for the District.

Following the training of Administrator users, MSS will conduct a “Train-the-Trainer” style session with key department staff. The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 2 days

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#### *Deliverable Milestones:*

---

- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (Microsoft Word)
- c. Go-live

#### **TASK 9: IMPLEMENTATION CUSTOMIZATION**

This task will be used to provide services for customizing Cityworks such as customized inspections, forms and reports. MSS will work with the District in prioritizing customizations that can be done within the 20 budgeted hours.

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#### *Deliverable Milestones:*

---

- b. 100 hours Implementation Customization

#### **TASK 10: POST-INSTALLATION SUPPORT**

After the configuration, installation and training phases have concluded, we will provide troubleshooting and support services of up to 40 hours. These hours can

be used for configuration of additional workflow configurations, reports, or training. This support will primarily be remote and take place offsite.

---

*Deliverable Milestones:*

---

- c. 40 hours Post-Installation support

## V. Project Implementation Schedule

The schedule to complete this project is below.

We are prepared to begin work on this project March 1st upon your Authorization to Proceed and will coordinate with you, as required.

| Task | Description                        | Month 1 | Month 2 | Month 3 | Month 4         |
|------|------------------------------------|---------|---------|---------|-----------------|
| 1    | Initial Configuration Meeting      | █       |         |         |                 |
| 2    | Cityworks Server Setup             | █       |         |         |                 |
| 3    | GIS Server and Configuration       | █       |         |         |                 |
| 4    | GIS Data Migration                 | █       | █       | █       |                 |
| 5    | Initial Cityworks Configuration    | █       | █       |         |                 |
| 6    | Staff Configuration Review Meeting |         | █       |         |                 |
| 7    | Final Cityworks Configuration      |         |         | █       | █               |
| 8    | Training                           |         |         |         | █               |
| 9    | Implementation Customization       |         |         |         | █               |
| 10   | Post-Installation Support          |         |         |         | █<br>(40 Hours) |

Notes:

Task 6 schedule will be dependent on staff availability to attend workflow meetings.

Task 10 will start once all deliverables are accepted under the scope of work and will continue until all hours are used.

## VI. Cost

A detail cost and Milestone billing schedule based on the scope of work is below. It is based on the completion of milestones in the agreed upon Scope of Work. The amounts for each task will be billed at the completion of the milestones.

| Task      | Milestone | Description                               | Total Cost        |
|-----------|-----------|---|-------------------|
| <b>1</b>  |           | <b>Initial Configuration Meeting</b>      | \$ 3,000          |
|           | a         | Meeting Notes                             |                   |
| <b>2</b>  |           | <b>GIS/Cityworks Server Setup</b>         | \$ 4,000          |
|           | a         | Configured Server                         |                   |
| <b>3</b>  |           | <b>GIS Setup and Configuration</b>        | \$ 10,000         |
|           | a         | Configured GIS Software and Databases     |                   |
| <b>4</b>  |           | <b>GIS Data Migration</b>                 | \$ 30,000         |
|           | a         | Loaded GIS Data                           |                   |
| <b>5</b>  |           | <b>Initial Cityworks Configuration</b>    | \$ 15,000         |
|           | a         | Software Installed on Server              |                   |
|           | b         | Initial Cityworks Configuration Complete  |                   |
| <b>6</b>  |           | <b>Staff Configuration Review Meeting</b> | \$ 5,000          |
|           | a         | Workflow listings of processes            |                   |
|           | b         | Meeting Notes                             |                   |
| <b>7</b>  |           | <b>Final Cityworks Configuration</b>      | \$ 20,000         |
|           | a         | Asset Inventory Configuration             |                   |
|           | b         | GIS Integration                           |                   |
|           | c         | Work Orders                               |                   |
|           | d         | Workflow Implementation                   |                   |
|           | e         | Tyler Incode Integration                  |                   |
|           | e         | Report Configuration                      |                   |
| <b>8</b>  |           | <b>Training</b>                           | \$ 5,000          |
|           | a         | Admin/User Training                       |                   |
|           | b         | Go-live                                   |                   |
| <b>9</b>  |           | <b>Implementation Customization</b>       | \$ 10,500         |
|           | a         | 100 hours implementation customization    |                   |
| <b>10</b> |           | <b>Post-Installation Support</b>          | \$ 4,000          |
|           | a         | 40 hours Post-Installation support        |                   |
|           |           | <b>Total Cost</b>                         | <b>\$ 106,500</b> |

Total Project Cost: Not to exceed \$106,500

Tasks 1 through 8 will be billed fixed fee and include travel costs.

Tasks 9 and 10 will be billed based on Time and Materials. The following rate

schedule will be used:

- Project Manager/Consultant \$120/hour
- Cityworks Implementer \$110/hour
- Developer \$95/hour
- Analyst \$75/hour

Dig Alert integration with Cityworks has been included in the implementation. There is an annual maintenance fee of \$2,000/year to Miller Spatial. This fee will be waived if the District has an annual Cityworks/GIS support agreement with Miller Spatial.

Assumptions:

- Cityworks AMS will only be configured for Valve Maintenance, Hydrant Maintenance, Tyler Incode integration, and DigAlert workflows. Includes setup of Work Orders workflow. Other out of the box Work Orders, requests, and inspections will be available, but they will not be altered to match District workflows.
- Cityworks will be configured for up to 20 users and an administrator
- Cityworks AMS Basic Service Request APIs are required

## Miller Spatial Services, LLC

Bruce Miller, GISP  
Founder/President

3499 10th Street  
Riverside, CA 92501  
[www.MillerSpatial.com](http://www.MillerSpatial.com)

E: [brucemiller@MillerSpatial.com](mailto:brucemiller@MillerSpatial.com)  
P: 951-505-9276







Quote Number Q-06346-8  
 Created Date 1/21/2020  
 Expiration Date 3/26/2020

## Contact Information

Contact Name: James Derbin  
 Organization: Coastside County Water District  
 Contact Address: 766 Main St  
 Half Moon Bay, California  
 94019-1925

Prepared By Name: Punarvasu Pillalamarri  
 Prepared By Phone: (801) 523-2751

## Quote Lines

| Product Name              | Quantity/<br>Population | Net Unit Price |
|---------------------------|-------------------------|----------------|
| ELA - Server AMS STANDARD | 1.00                    | \$15,000.00    |
| Service Request API       | 1.00                    | \$0.00         |
| <b>TOTAL:</b>             |                         | \$15,000.00    |

## Notes

|                     |             |                   |                          |
|---------------------|-------------|-------------------|--------------------------|
| Year 1 Dollar Value | \$15,000.00 | Year 1 Date Range | 03/26/2020 - 03/25/2021* |
| Year 2 Dollar Value | \$15,000.00 | Year 2 Date Range | 03/26/2021 - 03/25/2022* |
| Year 3 Dollar Value | \$21,000.00 | Year 3 Date Range | 03/26/2022 - 03/25/2023  |

## Quote Notes:

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office  
 Respond  
 Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom  
 Equipment Checkout  
 Contracts  
 Cityworks for Excel  
 Cityworks Analytics for AMS  
 eURL (Enterprise URL)  
 Workload  
 Web Hooks  
 Service Request API

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 1 - 10,000 connection range

\*Fee waived for Service Request API for Year 1 and Year 2

## Terms and Conditions

### Payment Terms

Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

**AZTECA SYSTEMS, LLC. COPYRIGHT 1995 - 2019**

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



January 28, 2020

Mr. James Derbin  
Coastside County Water District  
766 Main St  
Half Moon Bay, CA 94019

Dear James,

The Esri Small Utility Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.
- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter/subscriber count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter/subscriber count does not fall within this range, please confirm your current meter/subscriber count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: "**THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY.**" Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SU-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com) fax  
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Suzanne Timani



# Quotation # Q-406672

Date: January 28, 2020

Customer #      Contract #

Coastside County Water District  
766 Main St  
Half Moon Bay, CA 94019

ATTENTION: James Derbin  
PHONE: (650) 276-0129  
EMAIL: jderbin@coastsidewater.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853      Fax: (909) 307-3049  
DUNS Number: 06-313-4175      CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 1/28/2020 To: 4/27/2020*

| Material  | Qty | Term   | Unit Price  | Total       |
|---|-----|--------|-------------|-------------|
| 168088  | 1   | Year 1 | \$10,000.00 | \$10,000.00 |
| Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement |     |        |             |             |
| 168088  | 1   | Year 2 | \$10,000.00 | \$10,000.00 |
| Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement |     |        |             |             |
| 168088  | 1   | Year 3 | \$10,000.00 | \$10,000.00 |
| Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement |     |        |             |             |
| 153148  | 1   |        | \$500.00    | \$500.00    |
| ArcGIS Online Creator (Formerly Level 2 Named User) Term License            |     |        |             |             |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

|   |                                   |                                       |
|---|-----------------------------------|---------------------------------------|
| <b>For questions contact:</b><br>Suzanne Timani   | <b>Email:</b><br>stimani@esri.com | <b>Phone:</b><br>(909) 793-2853 x1627 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                   |                                       |

TIMANIS

**This offer is limited to the terms and conditions incorporated and attached herein.**



## Quotation # Q-406672

Date: January 28, 2020

Customer #      Contract #

Coastside County Water District  
766 Main St  
Half Moon Bay, CA 94019

ATTENTION: James Derbin  
PHONE:        (650) 276-0129  
EMAIL:        jderbin@coastsidewater.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853      Fax: (909) 307-3049  
DUNS Number: 06-313-4175      CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 1/28/2020 To: 4/27/2020*

|   |                    |
|---|--------------------|
| Subtotal:   | \$30,500.00        |
| Sales Tax:  | \$0.00             |
| Estimated Shipping and Handling (2 Day Delivery): | \$0.00             |
| Contract Price Adjust:                            | \$0.00             |
| <b>Total:</b>                                     | <b>\$30,500.00</b> |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

|   |                                   |                                       |
|---|-----------------------------------|---------------------------------------|
| <b>For questions contact:</b><br>Suzanne Timani   | <b>Email:</b><br>stimani@esri.com | <b>Phone:</b><br>(909) 793-2853 x1627 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                   |                                       |

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DUNS Number: 06-313-4175      CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 1/28/2020 To: 4/27/2020*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

|   |                                   |                                       |
|---|-----------------------------------|---------------------------------------|
| <b>For questions contact:</b><br>Suzanne Timani   | <b>Email:</b><br>stimani@esri.com | <b>Phone:</b><br>(909) 793-2853 x1627 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                   |                                       |

TIMANIS

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
SMALL UTILITY  
(E215-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer\*  
Two (2) Esri CityEngine Single Use Licenses  
5 ArcGIS Online Viewers  
5 ArcGIS Online Creators  
2,500 ArcGIS Online Service Credits  
5 ArcGIS Enterprise Creators  
1 Insights in ArcGIS Enterprise  
1 Insights in ArcGIS Online

**OTHER BENEFITS**

|  |                 |
|--|-----------------|
| Number of Esri User Conference Registrations provided annually   | <b>1</b>        |
| Number of Tier 1 Help Desk Individuals authorized to call Esri   | <b>2</b>        |
| Maximum number of sets of backup media, if requested**   | <b>2</b>        |
| Self-Paced e-Learning  | <b>Uncapped</b> |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package) |                 |

\*Maintenance is not provided for these items

\*\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



# Attachment D

## Estimate

Irvine Consulting Services, Inc.

6525 Crown Blvd, #20762

San Jose, CA 95160

| Date      | Estimate # |
|-----------|------------|
| 12/7/2019 | 64299      |

| Name / Address  |
|---|
| Coastside County Water District<br>766 Main Street<br>Half Moon Bay, CA<br>94019-1925 |

|  |     |              | Project    |
|--|-----|--------------|------------|
| Description  | Qty | Cost         | Total      |
| Server Replacement   |     |              |            |
| PowerEdge R740 Server<br>PowerEdge R740/R740XD Motherboard<br>No Trusted Platform Module<br>Chassis with up to 16 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration<br>PowerEdge R740 Shipping<br>PowerEdge R740 Shipping Material<br>Intel® Xeon® Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933<br>Intel® Xeon® Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933<br>2 Standard Heatsinks for greater than 125W CPUs (no GPU)<br>2933MT/s RDIMMs<br>Performance Optimized<br>(6) 16GB RDIMM, 2933MT/s, Dual Rank<br>C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)<br>PERC H740P RAID Controller, 8GB NV Cache, Adapter, Low Profile<br>(12) 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive<br>(2) 240GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot Plug S4610 Drive<br>No Operating System<br>No Media Required<br>iDRAC9,Enterprise<br>iDRAC Group Manager, Disabled<br>iDRAC,Factory Generated Password<br>Riser Config 1, 4 x8 slots | 1   | 21,534.44    | 21,534.44T |
|  |     | <b>Total</b> |            |

Customer Signature

Irvine Consulting Services, Inc.

6525 Crown Blvd, #20762  
 San Jose, CA 95160

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 12/7/2019 | 64299      |

|   |
|---|
| Name / Address  |
| Coastside County Water District<br>766 Main Street<br>Half Moon Bay, CA<br>94019-1925 |

|         |
|---------|
| Project |
|         |

| Description   | Qty | Cost         | Total       |
|---|-----|--------------|-------------|
| Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC<br>Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height<br>DVD ROM, SATA, Internal<br>6 Standard Fans for R740/740XD<br>Dual, Hot-plug, Redundant Power Supply (1+1), 750W<br>(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America<br>PowerEdge 2U Standard Bezel<br>No Quick Sync<br>Performance BIOS Setting<br>UEFI BIOS Boot Mode with GPT Partition<br>ReadyRails™ Sliding Rails Without Cable Management Arm<br>OpenManage DVD Kit, Powerededge R740<br>US No Canada Ship Charge<br>Declined Remote Consulting Service<br>Basic Next Business Day 36 Months, 36 Month(s)<br>ProSupport and Next Business Day Onsite Service, 48 Month(s)<br>No Installation<br>9.25% Sales Tax (San Mateo County/Half Moon) |     |              |             |
|   |     | 9.25%        | 1,991.94    |
|   |     | <b>Total</b> | \$23,526.38 |

Customer Signature \_\_\_\_\_

Irvine Consulting Services, Inc.

6525 Crown Blvd, #20762  
 San Jose, CA 95160

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 12/9/2019 | 64300      |

| Name / Address  |
|---|
| Coastside County Water District<br>766 Main Street<br>Half Moon Bay, CA<br>94019-1925 |

|  |     |              | Project    |
|--|-----|--------------|------------|
| Description  | Qty | Cost         | Total      |
| Microsoft Licensing required for Server Upgrade Project 2019                                 |     |              |            |
| Microsoft WindowsServerSTDCORE 2019 English<br>LocalGovernment OLP 2Licenses NoLevel CoreLic | 32  | 102.00       | 3,264.00   |
| Microsoft Windows ServerCAL 2019 English LocalGovernment<br>OLP 1License NoLevel UsrCAL      | 25  | 29.00        | 725.00     |
| Microsoft SQLServerStandardEdition 2019 English<br>LocalGovernment OLP 1License NoLevel      | 1   | 742.00       | 742.00     |
| Microsoft SQLCAL 2019 English LocalGovernment OLP 1License<br>NoLevel UsrCAL                 | 25  | 167.00       | 4,175.00   |
| 9.25% Sales Tax (San Mateo County/Half Moon)   |     | 9.25%        | 0.00       |
|  |     | <b>Total</b> | \$8,906.00 |

Customer Signature \_\_\_\_\_