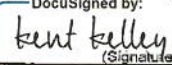
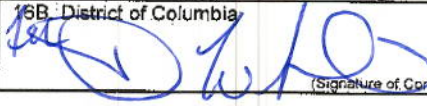


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CW53089	Page of Pages 1   2	
2. Amendment/Modification Number M0005	3. Effective Date October 1, 2018	4. Requisition/Purchase Request No.	5. Solicitation Caption	
6. Issued by: Office of Contracting and Procurement Information Technology Group 441 4 <sup>th</sup> Street, N.W., Suite 700 South Washington, D.C. 20001		Code	7. Administered by (If other than line 6) District of Columbia Office of Chief Technology Officer 200 I Street, S.E. 5 <sup>th</sup> Floor Washington, DC 20002	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Powerplan Canada ULC dba PowerPlan Canada Ltd 410 Adelaide Street West Toronto, Ontario M5V1s8 Code		Facility	9A. Amendment of Solicitation No.	
			9B. Dated (See Item 11)	
		X	10A. Modification of Contractor/Order No. CW53089	
			10B. Dated (See Item 13) August 18, 2017	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Section 3601.(a) The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of: 27 DCMR, Chapter 36, Section 3601.3(a)			
X	C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2 (a) Bilateral Modification			
	D. Other (Specify type of modification and authority) 27 DCMR Chapter 20, Section 2008 Exercise of Option			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
The purpose of this modification is to:				
1. Add PowerPlan Professional Services in accordance with Attachment A (SOW) and Attachment B (PowerPlan proposal). The contract value for Option Period Two (2) shall increase from \$189,700.00 by \$196,800.00 to \$386,500.00.				
All other terms remain unchanged				
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print) Kent Kelley, CFO		16A. Name of Contracting Officer Reginald Whitley, Contracting Officer		
15B. Name of Contractor DocuSigned by:  Kent Kelley (Signature of person authorized to sign) 3172CC005E61446...	15C. Date Signed 9/27/2018	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 9/27/18	

<b>CONTINUATION SHEET</b> <b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		Modification Number <b>CW53089-M0005</b>		Page of Pages <table border="1"> <tr> <td data-bbox="1356 84 1453 136">2</td> <td data-bbox="1453 84 1534 136">2</td> </tr> </table>		2	2
2	2						
<b><u>CONTRACT RECAP</u></b>							
Base Year (8/18/2017 through 9/30/2017)		<b>\$384,005.00</b>					
M0001 Change Order (8/18/2017 – 9/30/2017)		<b>\$3,500.00</b>					
M0002 Option Year One (10/1/2017 – 9/30/2018)		<b>\$184,800.00</b>					
M0003 Administrative Change		<b>No Cost</b>					
M0004 Option Year Two (10/1/2018 – 9/30/2019)		<b>\$189,700.00</b>					
M0005 Add Professional Services (10/1/2018 – 9/30/2019)		<b>\$196,800.00</b>					
<b>Cumulative Value</b>		<b>\$958,805.00</b>					

**Attachment A SOW Mod0005 Additional Services – Please insert the following into the applicable sections**

**Background**

The Office of the Chief Financial Officer (OCFO) has been using Powerplan’s Asset Investment Planning (AIP) and Asset Decision Support (ADS) modeling software since December 2015. As this project continues to grow the agency owner (OCFO) wishes to enhance the reporting capability and provide additional training on ADS, AIP, Insights and the cost estimator tool.

**B.4 Price Schedule – Delete and Insert**

B.4.3 Option Year Two October 1, 2018 – September 30, 2019

<b>CLIN</b>	<b>Item Description</b>	<b>Total Price</b>
2001	PowerPlan AMP maintenance and support	\$145,600.00
2002	PowerPlan AMP Insights License & Maintenance Support	\$44,100.00
2003	PowerPlan Professional Services	\$196,800.00
<b>Grand Total B.4.3</b>		<b>\$386,500.00</b>

**C.1 Scope – Modify to add to existing scope**

The Office of the Chief Financial Officer (OCFO) seeks to enhance the reporting capability and provide additional training on the Insights and cost estimator tool on an hourly basis. Powerplan shall provide a total of 840 hours to be used on the following:

- a) Support for the implementation of PowerPlan ADS for additional Agencies or asset types
- b) Support for the implementation of PowerPlan AIP for additional Agencies
- c) Support for the implementation of PowerPlan Project Cost Estimator for additional Agencies
- d) Training for existing and additional users of PowerPlan AMP
- e) Health Check of existing PowerPlan AMP systems
- f) Upgrade support of the latest PowerPlan AMP version 6 release
- g) Add Attributes and Measures present in PowerPlan Project Cost Estimator to Insights
- h) Hourly detail of the 840 hours:

<b>PowerPlan Resource Title</b>	<b>Estimated PowerPlan Resource Hours</b>
Project Director	40
Project Manager	50
Functional Lead	150
Implementer	500
Trainer	100
<b>Total Estimated Project Hours</b>	<b>840</b>

### **C.3 Definitions - Insert**

- a) **Attributes:** An Attribute is a field or tag in a database or a string of characters in a display. In this scope of work, it is associated with the cost estimator which has field names entitled: Agency name, Project name, Project type, start date, end date, status, description, parent project and capital project type.
- b) **Measures:** A measure is an estimate of value or effect of something. In this scope of work a measure is associated with the cost estimator which values costs such as: Cost of capital projects, estimated cost of future capital projects, cost of design, cost of project management, acquisition cost, and construction cost.

### **C.5 Requirements – Modify to add additional requirements**

#### **C.5.10 Professional Services**

C.5.10.1 The Contractor shall provide professional services as required. Professional Services shall include but not be limited to the following:

- a) Implementation of PowerPlan ADS (asset Decision Support) for additional Agencies or asset types;
- b) Implementation of PowerPlan AIP (Asset Improvement Plan) for additional Agencies;
- c) Implementation of PowerPlan Project Cost Estimator for additional Agencies;
- d) Training for existing and additional users of PowerPlan AMP (asset Management Plan);
- e) Health Check of existing PowerPlan AMP systems;
- f) Upgrade support of the latest PowerPlan AMP version 6 release; and
- g) Add Attributes and Measures present in PowerPlan Project Cost Estimator to Insights.

### **F.2 Option to extend the term of the contract**

The period of performance for the Professional Services shall be from October 1, 2018 – September 30, 2019.



# DISTRICT OF COLUMBIA

## Statement of Work DC Gov - AMP Support Services

### Statement of Work

PowerPlan, ULC.  
410 Adelaide Street West  
Suite 220  
Toronto, Ontario M5V1S8

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## STATEMENT OF WORK

This Statement of Work is entered into between PowerPlan Canada ULC (“PowerPlan”) and District of Columbia (“Client”) effective ~~July-October~~ 1, 2018, and shall be governed by the terms and conditions of the Master Software License and Services Agreement between Client and PowerPlan dated September 1, 2017, as amended (the “Agreement”). Notwithstanding anything to the contrary, the Services proposed herein are expressly contingent upon the terms of the Agreement, and any pre-printed, click-through or online terms not referenced within the Agreement are not intended to apply to such Services.

## OVERVIEW

The objective of this project is for PowerPlan to assist Client with implementation of the following services (the “Services”):

- Support for the implementation of PowerPlan ADS for additional Agencies or asset types
- Support for the implementation of PowerPlan AIP for additional Agencies
- Support for the implementation of PowerPlan Project Cost Estimator for additional Agencies
- Training for existing and additional users of PowerPlan AMP
- Health Check of existing PowerPlan AMP systems
- Upgrade support of the latest PowerPlan AMP version 6 release
- Add Attributes and Measures present in PowerPlan Project Cost Estimator to Insights

## PROJECT SCOPE

The Services relate to the PowerPlan Products, Interfaces and Conversions as detailed below.

### In-Scope PowerPlan Products:

Product ID	Product Description	Version
AMP	Asset Management Planning	6.0

## WORK EFFORT OVERVIEW

In accordance with the above scope, the number of FTE hours is estimated to be:

PowerPlan Resource	Estimated PowerPlan Resource Hours
Project Director	40
Project Manager	50
Functional Lead	150
Implementer	500
Trainer	100
<b>Total Estimated Project Hours</b>	<b>840</b>



### SCHEDULE TIMELINE

The following estimated timeline shall govern all work under this Statement of Work and may be amended via the Change Request Process described herein.

The duration estimate assume that Client executes this Statement of Work by July-October 1, 2018.

Start Date of Project: July-October 1, 2018

End Date of Project: June-September 30, 2019

### CONSULTING FEES

The Customer will be billed on a Time and Materials basis at the end of each month on the following rates for 2018 and 2019 posted below. The customer can avail these hours from July 1, 2018 through June 30, 2019.

Resource Level	Estimated Hours in 2018	Estimated Cost in 2018	Estimated Hours in 2019	Estimated Cost in 2019	Estimated Total
Project Director	20	\$5,300	20	\$5,500	\$10,800
Project Manager	25	\$6,000	25	\$6,250	\$12,250
Functional Lead	75	\$24,000	75	\$25,000	\$49,000
Implementer	250	\$55,000	250	\$57,500	\$112,500
Trainer	50	\$12,000	50	\$12,500	\$24,500
<b>Total</b>	<b>420</b>	<b>\$96,300</b>	<b>420</b>	<b>\$100,500</b>	<b>\$196,800</b>

The total fees for consulting and training Services under this Statement of Work are estimated to be \$196,800.00 (USD).

Resource Level	2018 Rate per Hour (USD)	2019 Rate per Hour (USD)
Project Director	\$265	\$275
Project Manager	\$240	\$250
Functional Lead	\$240	\$250
Implementer	\$220	\$230
Trainer	\$240	\$250





## OTHER CLIENT COSTS

It is assumed travel is not required for this project. If the Client determines travel is required then travel, communication and out-of-pocket expenses for PowerPlan resources will be billed pursuant to the terms of the Agreement as incurred.

Internet access is required in order for PowerPlan to perform the Services. In the event Client does not provide PowerPlan resources with such internet access while at Client facilities, Client shall pay to PowerPlan a fee in the amount of One Hundred U.S. Dollars (\$100 USD) per month for each month that PowerPlan performs Services at Client facilities to cover expenses associated with providing a mobile hotspot for use by PowerPlan resources.

## PROJECT ASSUMPTIONS

This Statement of Work and PowerPlan's estimates to perform the Services described in this Statement of Work are based on the following project assumptions. Changes to the assumptions listed below and any deviations that arise during the course of the Services will be managed through the Change Request Process described herein.

1. Services under this Statement of Work will be performed at Client facilities except for any Services-related activity which PowerPlan determines would be best performed on PowerPlan premises in order to complete its obligations and responsibilities under this Statement of Work. All such activity will be billable to Client in accordance with this Statement of Work.
2. PowerPlan will provide the Services under this Statement of Work during normal business hours, Monday through Friday, except PowerPlan published holidays, unless otherwise agreed to by Client and PowerPlan. Out-of-town PowerPlan personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
3. Client shall obtain all licenses or approvals necessary for PowerPlan or its subcontractors to perform the Services under this Statement of Work prior to making Client's facilities, software, hardware, networks or other similar resources available to PowerPlan. Client shall be responsible for the content of any database, system or server, and the control on its access, backup and recovery of the stored data (the "Security"). The Security will also include procedures necessary to safeguard the integrity of software and data from access by unauthorized personnel.
4. Client will appoint an individual to act as the point of contact between PowerPlan and Client for the duration of the Services. This individual will have the authority to act for the Client in all aspects of the Services.

## IMPLEMENTATION ASSUMPTIONS

This Statement of Work and PowerPlan's estimates to perform the Services described in this Statement of Work are based on the following Implementation Assumptions. Changes to the Assumptions listed below and any deviations that arise during the course of the Services will be managed through the Change Request Process described herein.

**PowerPlan estimates that it will provide Client with the Services as follows:**

- 500 hours of Implementer time to provide support, guidance, and configuration work to Client's team as they maintain the system for current users and expand the system to other agencies.
  - In the hours listed, PowerPlan will assist in the configuration of the following six (6) asset types through remote working sessions
    - Bridges
    - Information Technology



- Bike Share
- Circulator Busses
- Street Cars
- Equipment
- 150 hours of Functional Lead time to provide additional subject matter expertise related to the PowerPlan AMP solution to guide and support the PowerPlan implementer.
- 50 hours of Project Management time, to be used to coordinate PowerPlan resources, track the project, and review work completed.
- 100 hours of Trainer time to prepare for and provide onsite training to support Client's team in using the software.
- 40 hours of Project Director time, to assist in escalation, issue resolution, and resource assignment.

### **CHANGE REQUEST PROCESS**

Client or PowerPlan may at any time request a change to the Services under this Statement of Work. Any such change shall be described in a Change Order, the form of which is attached hereto as Exhibit A. PowerPlan will draft any such Change Order for Client's review and signature. No action will be taken by PowerPlan with respect to the change in Services prior to PowerPlan receiving a signed Change Order from Client.

### **DISPUTE RESOLUTION**

Each party shall appoint one (1) member of their respective management teams to oversee the relationship between the parties and act as the final step in the Change Request Process described above.

The parties anticipate that day-to-day operational issues will be resolved at the project level by each party's appointed project managers. If the project managers cannot resolve an issue within five (5) days (or such longer period as agreed to in writing by the parties) the issue will be presented to the appointed members of each party's respective management team.

The appointed members of each party's respective management team will consider and negotiate in good faith toward the resolution of the disputed matter for a period of no longer than thirty (30) days from the date the issue was originally submitted to the project managers for resolution. At the end of such period, each party may exert their rights under the Agreement.



**NEW PROJECT CHECKLIST**

Project Name: DC Gov - AMP Support Services

	<b>Client Accounts Payable Contact Information</b> <i>(Individual receiving the invoice)</i>		<b>Client Contact Information</b> <i>(Individual requesting/receiving the work)</i>
<b>Client Name:</b>	Government of the District of Columbia	<b>Contact Name:</b>	Richard Dietz
<b>Contact Name:</b>	Richard Dietz	<b>Title:</b>	Project Manager
<b>Address 1:</b>	1350 Pennsylvania Avenue, N.W. - Suite 533	<b>Address 1:</b>	1350 Pennsylvania Avenue, N.W. - Suite 533
<b>Address 2:</b>		<b>Address 2:</b>	
<b>City:</b>	Washington	<b>City:</b>	Washington
<b>State:</b>	DC	<b>State:</b>	DC
<b>ZIP Code:</b>	20004	<b>ZIP Code:</b>	20004
<b>Phone:</b>	202-724-7693	<b>Phone:</b>	202-724-7693
<b>E-mail Address:</b>		<b>E-mail Address:</b>	

Our Company requests electronic invoices:

YES - Check here if Client agrees to accept electronic invoices in lieu of paper invoices.

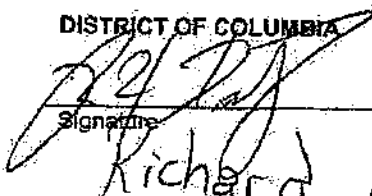
Our Company issues Purchases Orders to process invoices:

YES - Enter the Purchase Order Number below and attach a copy of the Purchase Order to this checklist: \_\_\_\_\_

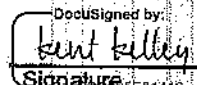
NO - List individual approving invoice and attach copy of e-mail, Statement of Work, Contract or other documentation of approval: \_\_\_\_\_

The parties to this Statement of Work agree to comply with its terms and conditions.

DISTRICT OF COLUMBIA

  
 Signature  
 Richard H. Dietz  
 Name  
 Project Manager  
 Title and Date

POWERPLAN CANADA ULC

DocuSigned by:  
  
 Signature  
 Kent Kelley  
 Name  
 CFO 9/27/2018  
 Title and Date





**EXHIBIT A: CHANGE ORDER**

**Statement of Work:** DC Gov - AMP Support Services  
**Original Statement of Work date:** ~~July~~ October 1, 2018  
**Client Name:** District of Columbia

**Date:**

**Requester:** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Nature of the proposed change:**

**Reason for the change:**

**Proposed Effective Date of change:**

**Impact of the Change:**

Project schedule:

Estimated project pricing:

Pricing rate:

Number of additional hours:

Other impact:

**Authorized Signatures:**

**District of Columbia:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**PowerPlan Canada ULC.:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_