



Engineering Services Committee Committee Room- 1/7/2008- 1:30 PM
Meeting

ENGINEERING SERVICES

1. Presentation by Mr. Arthur Marshall of Custom Contractors & Association, Inc. regarding a deed/easement at 2413 Budapest Court. (Referred from December 18 Commission meeting) ☐ [Attachments](#)
2. Motion to approve and accept a utilities Deed of Dedication and a Maintenance Agreement on same for Auburn at Barton Chapel Subdivision. ☐ [Attachments](#)
3. Motion to approve and accept a Deed of Dedication to the Augusta Utilities Department. ☐ [Attachments](#)
4. Motion to approve an Encroachment Agreement with Katherine Sanders Dickson. (Referred from December 18 Commission meeting) ☐ [Attachments](#)
5. Motion to approve and accept a Deed of Dedication for the sanitary sewer trunk line, and easement, in Iron Horse Apartments. ☐ [Attachments](#)
6. Presentation by Ms. Sun Albright regarding the solid waste bill for the house located at 2319 Basswood Drive. (Referred from December 18 Commission meeting) ☐ [Attachments](#)
7. **Z-07-102**– A request for concurrence with the Augusta-Richmond County Planning Commission to **approve** with the following conditions 1) the **Special Exception** shall be limited to the trans-loading of sodium bi-sulfite solution and manufacture of Aqua ammonia solution. Components to manufacture aqua ammonia would be stored on site in storage tanks; 2) the site will be in full conformance with ☐ [Attachments](#)

the Augusta-Richmond County Flood Ordinance which will require all buildings and equipment to be a minimum of three (3) feet above the base flood elevation before a Business License shall be issued; and 3) 24 hour security, which may consist of monitored security cameras or personnel on site, shall be maintained at all times; a petition by Southern Ionics requesting a change of zoning from **Zone A (Agriculture) to Zone HI (Heavy Industry) with a Special Exception** per Section 24-2 to allow an inorganic chemical manufacturing plant affecting property containing approximately 8.9 acres and is known as **1724 Lumpkin Road Extension**. (Tax Map 111 Parcel 023) **DISTRICT 2 (Referred from December 18 Commission meeting)**

8. Approve Upgrade of Utilities Customer Service Billing Software and Addition of Remote Customer Account Information Access and Bill Payment ☐ [Attachments](#)

www.augustaga.gov



**Engineering Services Committee Meeting
1/7/2008 1:30 PM
Arthur Marshall**

Department:

Caption: Presentation by Mr. Arthur Marshall of Custom Contractors & Association, Inc. regarding a deed/easement at 2413 Budapest Court. (Referred from December 18 Commission meeting)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission

CUSTOM CONTRACTORS & ASSOCIATES, INC.
432 SOUTH BELAIR RD. STE. 2000
MARTINEZ, GA 30907
(706) 922-1402

December 6, 2007

Clerk of Commission
Room 806 Municipal Building
530 Greene St.
Augusta, GA 30911

Attn: Ms. Lena J. Bonner

of Pages: 3 (including cover sheet)

Re: Commission meeting request form

To Whom It May Concern:

Please find attached our request from to be on the next Commission meeting

Very Truly Yours,

Debbie Newman

Item # 1

AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☒ Commission
☐ Public Services Committee
☐ Administrative Services Committee
☐ Engineering Services Committee
☐ Finance Committee
☐ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: Arthur Marshall Custom Contractors & Assoc. Inc.
Address: 432 S Belvidere Martinez GA 30907
Telephone Number: 706 836 1500 706 922 1402
Fax Number: 706 922 1515
E-Mail Address: Arthur@BMCWORK.COM OR DREWMAN@BMCWORK.COM

Caption/Topic of Discussion to be placed on the Agenda:

Deed Easement at 5413 Budapest Court

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.

Item # 1

Item # 1

Richmond County, Georgia
Inspections Department

Permit Type:

Job Address: 2413 BUDAPEST CT AUGUSTA, GA 30906

Project No: 200501137

Date: 03/07/2005

Map Parcel No: 094024400 0

Map Block/Lot: /

Plan Filing No:

CONTACT OWNER: CUSTOM CONTRACTORS

ADDRESS: 2413 BUDAPEST CT AUGUSTA, GA 30906

BRNW RESIDENTIAL NEW

CUSTOM CONTRACTORS &

Permit No.

200501931

SQ Feet

1040

Units

1

Use Type

R1/

COMMENTS: LOT 14 BLOCK T
ELECT-JRDZELA ELECTRIC
MECH-ROUTH

***** CONSTRUCTION COSTS *****

TYPE:
BRNW RESIDENTIAL NEW
INSPECTIONS

TYPE:

\$49.92
\$210.00

TOTAL FEES: -----> \$259.92

CLIENT SIGNATURE: PER CLIENT NAMED ON BUILDING PERMIT COPY



Engineering Services Committee Meeting

1/7/2008 1:30 PM

Auburn @ Barton Chapel Deed of Dedication and Maintenance Agreement

Department:	Augusta Utilities Department
Caption:	Motion to approve and accept a utilities Deed of Dedication and a Maintenance Agreement on same for Auburn at Barton Chapel Subdivision.
Background:	Custom Contractors & Associates have requested to dedicate the water and sanitary sewer systems in Auburn at Barton Chapel, a housing subdivision, to Augusta.
Analysis:	The systems have been inspected and found to meet standards and codes. Custom Contractors & Associates have signed an eighteen-month maintenance agreement.
Financial Impact:	No financial cost.
Alternatives:	
Recommendation:	Approve motion and accept the utilities Deed of Dedication and the Maintenance agreement for Auburn at Barton Chapel.
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Administrator.**

Cover Memo

Item # 2

Clerk of Commission

Cover Memo

Item # 2

STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
AUBERN AT BARTON CHAPEL
[Utilities only-Private Streets]**

WHEREAS, Custom Contractors & Associates (“**DEVELOPER**”) owns a tract of land in Richmond County, Georgia known as Auburn at Barton Chapel and in the building of a housing subdivision on said tract, it has laid out a water distribution system and sewerage system, in said subdivision; and

WHEREAS, it is the desire of Custom Contractors & Associates, to deed water distribution system, the sanitary sewer and apparatuses to remain private, to **AUGUSTA, GEORGIA**, a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control, reserving unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a plat of Auburn at Barton Chapel has been prepared by H. Lawson Graham and Associates, Inc., dated November 01, 2007 and said plat has been recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Reel _____, pages _____ and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and sewerage gravity system. Augusta Utilities Department will not maintain individual force mains and or grinder pumps, they shall remain private.

NOW, THEREFORE, this indenture made this _____ day of _____, 2005 between _____ hereinafter referred to as the parties of the first part and **AUGUSTA, GEORGIA**, a political subdivision, by and through the Augusta-

Richmond County Commission, hereinafter referred to as the party of the second part,

WITNESSETH:

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to-wit: [Insert Property Description]

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the water distribution system and sewerage system herein conveyed, for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

Party of the First Part, having elected to maintain the roads and streets as private streets, covenants that he, his heirs, legal representatives, and successors and assigns, shall repair, pave, or replace any private road or street, or any portion thereof, through which Party of the Second Part may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sewerage system, and shall grant to the Party of the Second Part any necessary easement in connection with such construction or extension.

TO HAVE AND TO HOLD said water distribution system and sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER: Custom Contractors & Associates

Signed, sealed and delivered in

By: Tamra Fulmer
Tamra Fulmer 11-20-07

As its Secretary

Witness By:

Jennifer McClanahan

Lerna Thompson

Notary Public, State of Georgia LERNA THOMPSON (SEAL)

My Commission Expires: NOTARY PUBLIC RICHMOND COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 1, 2008

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
As its Mayor

Attest: _____
Clerk

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR AUBERN AT BARTON CHAPEL (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2007, by and between the **Custom Contractors & Associates, Auburn at Barton Chapel;** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY.**"

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ ; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ .

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

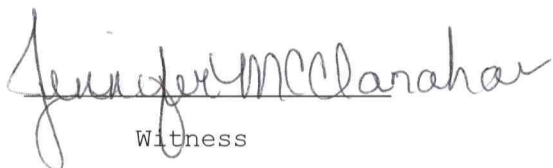
(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

Custom Contractors & Associates
Auburn at Barton Chapel

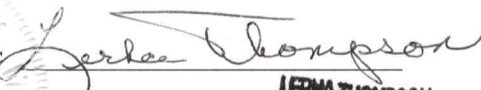

Witness

AS it's
Secretary


11-20-07 Tamra Fulmer

Notary Public

My Commission Expires


LERMA THOMPSON
NOTARY PUBLIC RICHMOND COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 1, 2008

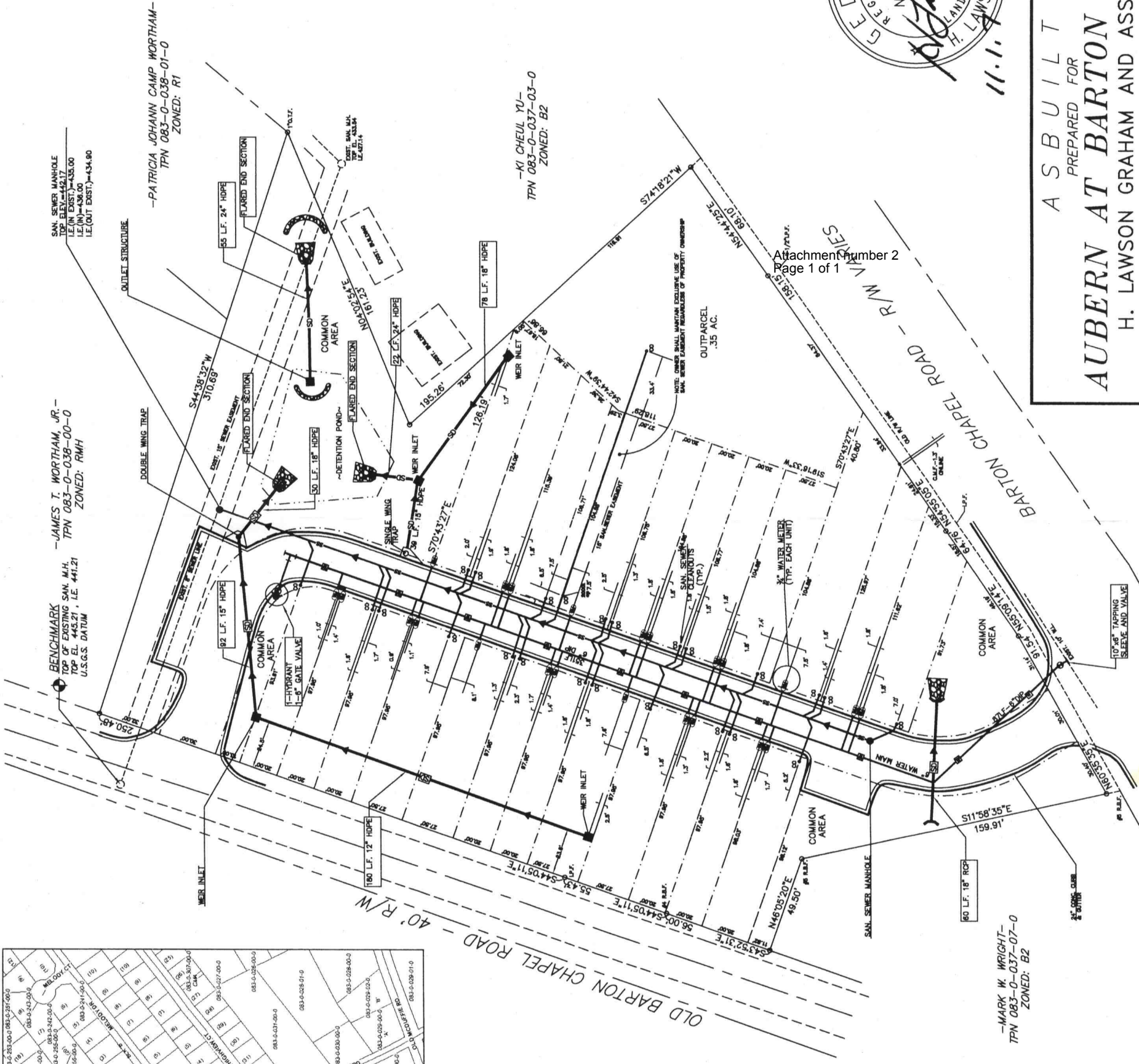
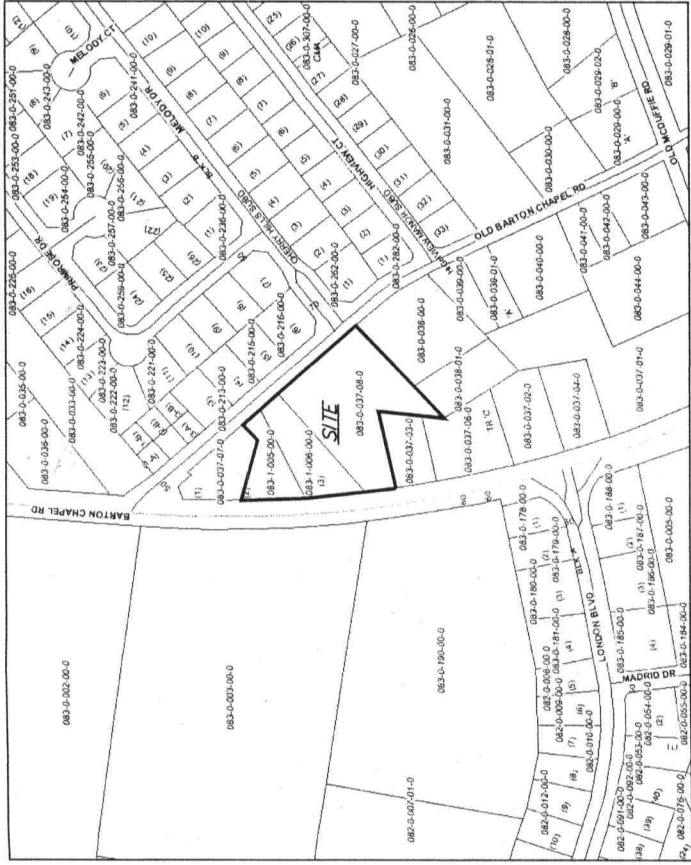
Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator



Legend

○ PROPERTY CORNER
R.B.S. REBAR SET
R.B.F. REBAR FOUND
I.P.F. IRON PIPE FOUND

0 30' 60' 90'
SCALE IN FEET



STATE:	GEORGIA
COUNTY:	RICHMOND
AREA:	AUGUSTA
JOB NO.	07-368
SCALE:	1" = 60'
DWN BY:	C. Maddox
FLD:	DME CHK: HLG
DATE:	11/1/2007
REV.	

AUBURN AT BARTON CHAPEL
PREPARED FOR
H. LAWSON GRAHAM AND ASSOC., INC.
ENGINEERS AND SURVEYORS
3662 WHEELER ROAD
AUGUSTA, GA. 30909
STATE OF GEORGIA ENGINEER FIRM
LICENSE No. PE001590
STATE OF GEORGIA LAND SURVEYOR FIRM
LICENSE No. LSF000461

THIS PROPERTY MAY BE SUBJECT TO
RESTRICTIONS AND OTHER EASEMENTS NOT
SHOWN HEREON BUT MAY BE RECORDED
IN THE CLERK OF COURTS OFFICE

SURVEY DATA:
FIELD CLOSURE 0.04'
(FROM RADIAL LOCATION)
ANGULAR ERROR 5"/ANGLE
NO ADJUSTMENT
PLAT CLOSURE 1 FOOT IN 5,000
TOPCON GTS - 3B

ACCORDING TO FEMA FIRM PANEL
NUMBER 130158 0060 E, MAP DATE
3.23.1999 THIS PROPERTY IS NOT
LOCATED IN A 100 YEAR FLOOD PLAIN

REFERENCES:
1. PLAT BY: BENNIE C. HARBIN
DATED: 6/23/1999
2. PLAT BY: BENNIE C. HARBIN
DATED: 9/20/2002

—MARK W. WRIGHT—
TPN 083-0-037-07-0
ZONED: B2

—LARRY F. OLINGER—
TPN 083-0-037-06-0
ZONED: B2

—PATRICIA JOHANN CAMP WORTHAM—
TPN 083-0-038-01-0
ZONED: R1

—KI CHEUL YU—
TPN 083-0-037-03-0
ZONED: B2

—JAMES T. WORTHAM, JR.—
TPN 083-0-038-00-0
ZONED: RMH

SAN SEWER MANHOLE
TOP ELEV=442.17
IE (N EXIST)=435.00
IE (M)=436.00
IE (OUT EXIST)=434.90

BENCHMARK
TOP OF EXISTING SAN M.H.
TOP EL 443.21, I.E. 441.21
U.S.G.S. DATUM

Attachment Number 2
Page 1 of 1



**Engineering Services Committee Meeting
1/7/2008 1:30 PM
Augusta Deed of Dedication**

Department: Augusta Utilities Department

Caption: Motion to approve and accept a Deed of Dedication to the Augusta Utilities Department.

Background: The Augusta Utilities Department will be starting construction on the 630 Water Main, Phase II, in the first part of 2008. The pipeline will need to cross a property owned by Augusta, Georgia.

Analysis: This document is for recording purposes, and will be recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia. Such recording will note the location of the pipeline for future construction, or other purposes, in the area.

Financial Impact: No financial cost.

Alternatives:

Recommendation: Approve motion to approve and accept the Deed of Dedication to the Augusta Utilities Department.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.

**Procurement.
Administrator.
Clerk of Commission**

After recording, please return to:
The Augusta Utilities Dept.
360 Bay Street, Suite 180
Augusta, GA 30901
(706) 312-4143

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF EASEMENT DEDICATION

WHEREAS, Augusta, Georgia is the owner of certain property, being generally identified as Tax Map 054-4 Parcel 006, and described as follows;

All that tract of land with all improvements thereon, lying and being in Augusta, Richmond County, Georgia, shown and designated as "Exist. Retention Pond (County Owned & Maintained)" on a plat created of Bobby Jones Business Park, Phase II-B, by James G. Swift & Associates, dated August 14, 2001, and recorded in the realty records section of the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 750, Page 973.

WHEREAS, the Augusta Utilities Department desires to record a permanent Utility Corridor across this property for the purposes of installing utility pipelines; and

WHEREAS, Augusta, Georgia desires to dedicate this utility corridor for the use of the Augusta Utilities Department;

NOW, THEREFORE, this indenture, made and entered into this ____ day of _____, 2008, by Augusta, Georgia, a political subdivision of the State of Georgia, for the use and benefit of the Augusta Utilities Department, a department of Augusta, Georgia;

W I T N E S S E T H:

Augusta, Georgia, in consideration of the public benefit to be derived by Augusta, Georgia and its citizens and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presence does hereby grant, bargain, sell and convey unto the Augusta Utilities Department all that tract or parcel of land located in Augusta, Georgia, consisting of 4,315 square feet, as shown on a plat prepared for Augusta Utilities by Cranston Engineering Group, P.C., dated March 27, 2007, attached hereto and made a part hereof, to

which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying water and sewer services.

AUGUSTA, GEORGIA does also grant, bargain, sell and convey unto the Augusta Utilities Department, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the Augusta Utilities Department, its successors and assigns, in perpetuity.

IN WITNESS WHEREOF, the Party of the First Part causes this instrument to be executed the day and year first above written.

AUGUSTA, GEORGIA

By: _____
As its Mayor

ATTEST:

By: _____
As its Clerk

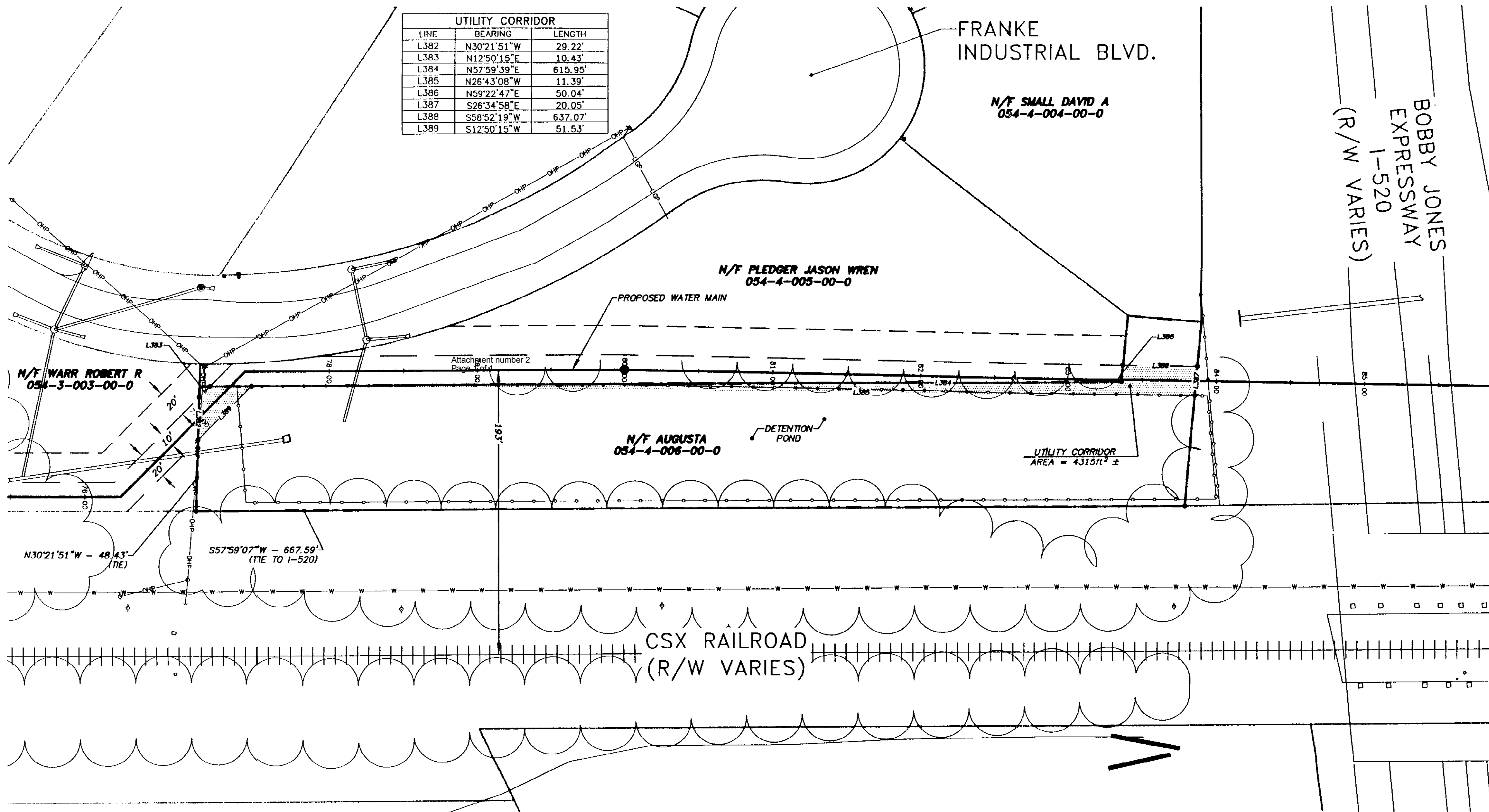
Witness

Notary Public Richmond County, Georgia

My Commission Expires: _____

(SEAL)

UTILITY CORRIDOR		
LINE	BEARING	LENGTH
L382	N30°21'51"W	29.22'
L383	N12°50'15"E	10.43'
L384	N57°59'39"E	615.95'
L385	N26°43'08"W	11.39'
L386	N59°22'47"E	50.04'
L387	S26°34'58"E	20.05'
L388	S58°52'19"W	637.07'
L389	S12°50'15"W	51.53'



N/F WARR ROBERT R
054-3-003-00-0

N/F PLEDGER JASON WREN
054-4-005-00-0

N/F AUGUSTA
054-4-006-00-0

N/F SMALL DAVID A
054-4-004-00-0

BOBBY JONES
EXPRESSWAY
I-520
(R/W VARIES)

PROPOSED WATER MAIN

DETENTION
POND

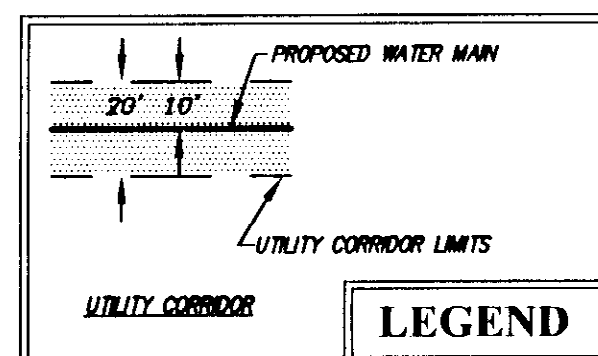
UTILITY CORRIDOR
AREA = 4315ft² ±

CSX RAILROAD
(R/W VARIES)

THE EXISTENCE, ABSENCE, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND ITEMS HAVE BEEN DETERMINED BY ORDINARY SURVEYING METHODS FROM FIELD OBSERVATIONS AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED.

SUMMARY TABLE

UTILITY CORRIDOR AREA = 4315ft² ±
0.10 AC ±



LEGEND

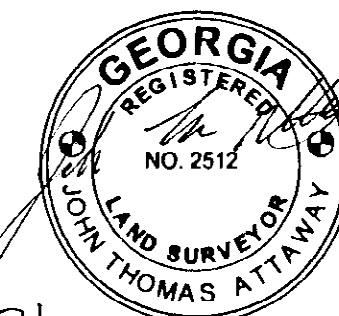
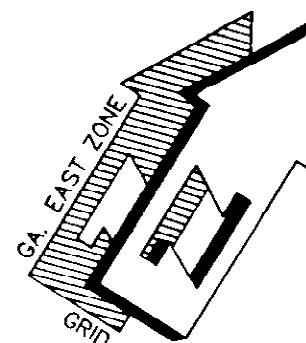
NOTES:

- 1.) THE INFORMATION SHOWN HEREON WAS TAKEN FROM THE REFERENCES SHOWN OR COMPUTED THEREFROM. LIMITED FIELD SURVEYS HAVE BEEN UNDERTAKEN BY CRANSTON ENGINEERING GROUP, P.C. TO VERIFY THE DIMENSIONS AND AREA.
- 2.) UTILITY CORRIDOR IS TO BE CENTERED ON PIPE AS CONSTRUCTED.

REFERENCES:

- 1.) PLAT FOR BOBBY JONES BUSINESS PARK BY JAMES G. SWIFT & ASSOC., DATED OCTOBER 17, 1995, REVISED DECEMBER 5, 1995.
- 2.) PLAT FOR BOBBY JONES BUSINESS PARK BY JAMES G. SWIFT & ASSOC., DATED AUGUST 2001.
- 3.) RAILROAD RIGHT-OF-WAY MAP V21737.
- 4.) FIELD SURVEY BY CRANSTON ENGINEERING GROUP, P.C., DATED JANUARY & FEBRUARY 2007.

Item # 3



3/27/07

COMPILED MAP FOR

AUGUSTA UTILITIES

SHOWING PROPOSED UTILITY EASEMENT ON A PORTION OF TAX MAP # 054-4-006-00-0 LOCATED IN THE 90th GMD AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 50'

MARCH 27, 2007



Cranston Engineering Group, P.C.
ENGINEERS - PLANNERS - SURVEYORS

452 ELLIS STREET, AUGUSTA, GEORGIA 30901
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903
TELEPHONE 706-722-1588
FACSIMILE 706-722-8379
mail@cranstonengineering.com



**Engineering Services Committee Meeting
1/7/2008 1:30 PM
Dickson Encroachment Agreement**

Department: Augusta Utilities Department

Caption: Motion to approve an Encroachment Agreement with Katherine Sanders Dickson. (Referred from December 18 Commission meeting)

Background: Mrs. Dickson has requested permission to construct a semi-circular driveway on her 944 Bluebird Road property, a portion of which will be over the Rock Creek Sanitary Sewer Trunk Line.

Analysis: In order for Mrs. Dickson to construct said driveway, she, and Augusta, need to enter into an agreement reserving Augusta's rights to the easement and indemnifying Augusta from claims of damage. Mrs. Dickson has agreed to do so.

Financial Impact: None

Alternatives:

Recommendation: Approve the Encroachment Agreement.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Clerk of Commission

STATE OF GEORGIA
COUNTY OF RICHMOND

INDEMNITY AND ENCROACHMENT AGREEMENT

This Indemnity and Encroachment Agreement entered into this 29th day of November 2007, by Katherine E. Sanders, n/k/a Katherine Sanders Dickson (hereinafter called the "Applicant") in favor of Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission (hereinafter "Augusta");

WITNESSETH:

For and in consideration of Augusta's grant of permission for the allowing applicant to construct a concrete driveway within the easement of, and across the pipeline of, its sanitary sewer pipeline, a part of the Rock Creek Sanitary Sewer Trunk Line, (hereinafter called the "encroachment"), which said sanitary sewer pipeline does cross applicant's property and is situated within a 10-foot easement running along the northeastern boundary of the applicant's property (which address is 944 Bluebird Road, PIN 020-1-062-00-0, located in the Bedford Heights Subdivision), as shown in a plat prepared for the Dept. of Public Works, dated June 14, 1953, and recorded with the Easement Deed in the Realty Records section of the Office of the Clerk of the Superior Court of Richmond County, Georgia, to which reference is hereby made for more accurate information of said property, its exact location, dimensions, metes and bounds.

The Applicant shall and does agree to indemnify and save harmless Augusta, its agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction and/or maintenance of the encroachment located as described herein.

The Applicant shall and hereby agrees to maintain the encroachment in good repair at the Applicant's sole expense and shall and does hereby release Augusta from any claims arising out of the Applicant's failure to maintain the encroachment.

Augusta reserves all rights, within the easement area, to construct, lay, relay, install, extend, expand, add, operate, repair and maintain pipelines transporting and carrying utility services, and for any purpose deemed necessary by Augusta. Applicant does understand and agrees that this may mean damage to, or the destruction of, the encroachment and hereby releases Augusta from any and all claims for damages to the encroachment as a result of such work by Augusta.

Augusta reserves the right to enter the area described in the encroachment to perform any of the rights listed in this document. Augusta shall notify Applicant prior to entering the encroachment, unless it is a case of emergency.

Applicant does agree that no trees, or shrubbery, shall be planted over the pipeline, or within 5 feet of both sides of the centerline of the entirety of the sanitary sewer pipe that runs across applicant's property. Applicant does agree that no vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services, shall be planted over the pipeline, or within 5 feet of both sides of the centerline of said pipeline. Applicant also agrees that absolutely no permanent structure shall be erected over the pipeline, or within 5 feet of both sides of the centerline of said pipeline.

This Agreement in no way releases any interest and rights that Augusta has in, and too, the 10-foot Easement.

This Agreement shall be deemed a covenant running with the land and shall be binding upon the Applicant's successors and assigns.

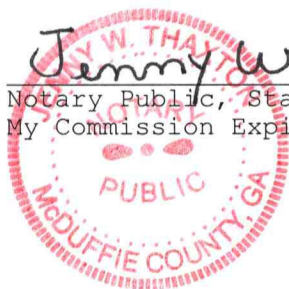
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

APPLICANT:

Rose E. Ewing
Witness

Katherine E. Sanders Dickson
Katherine E. Sanders
n/k/a Katherine Sanders Dickson

Jenny W. Thaxton
Notary Public, State of GA
My Commission Expires: Sept. 26, 2010



AUGUSTA, GEORGIA

Witness

Deke Copenhaver
As Its Mayor

Notary Public, State of GA
My Commission Expires: _____

Attest

(SEAL)



**Engineering Services Committee Meeting
1/7/2008 1:30 PM
Iron Horse Apartments Sanitary Sewer Deed of Dedication**

Department: Augusta Utilities Department

Caption: Motion to approve and accept a Deed of Dedication for the sanitary sewer trunk line, and easement, in Iron Horse Apartments.

Background: When the Iron Horse Apartments were built, the sanitary sewer trunk line, inside of a 20-foot easement, was to have been dedicated to Augusta. Inadvertently, this was overlooked.

Analysis: This trunk line will be used to expand the sanitary sewer across to Mayo Road. It has been inspected and found to be in acceptable condition.

Financial Impact: There is no financial cost for the dedication.

Alternatives:

Recommendation: Approve motion to approve and accept the sanitary sewer trunk line, and easement, in Iron Horse Apartments.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

**Finance.
Procurement.**

Administrator.
Clerk of Commission

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
[Utilities only-Private Streets]

WHEREAS, TCA, LLC, a South Carolina Limited Liability Company, owns a tract of land (Tax Map 007 Parcel 14.05) in Richmond County, Georgia known as Iron Horse Apartments and in the building of a apartment complex on said tract, it has laid out a gravity sanitary sewerage system, in said complex, part of which includes a sanitary sewer main; and

WHEREAS, it is the desire of TCA, LLC, to deed the sanitary sewer main only to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission for maintenance and control, reserving unto itself the maintenance and control of the storm drainage system, the road and street system, and all ancillary sanitary sewer lines; and

WHEREAS, a site plan of Iron Horse Apartments has been prepared by Ayercrop, dated February 7, 1995 and approved by Augusta on May 30, 1995, said plan being attached to this document and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, **AUGUSTA, GEORGIA**, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said sanitary sewer main. Augusta, Georgia, and its division known as the Augusta Utilities Department, will not maintain individual force mains, ancillary sewer lines and/or grinder pumps, which shall remain private.

NOW, THEREFORE, this indenture made this _____ day of _____, 2007, between TCA, LLC, hereinafter referred to as "TCA" and **AUGUSTA, GEORGIA**, a political subdivision of the Sate of Georgia, hereinafter referred to as "Augusta",

WITNESSETH:

That TCA for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by Augusta at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and for the further consideration of the benefits to its property by and through Augusta's maintenance of said sanitary sewer main, has and does by these presents, grant, bargain, sell and confirm unto Augusta, its successors, legal representatives and assigns, the following, to-wit:

A utility, maintenance and access easement, in perpetuity, measuring twenty (20) feet in width and being shown as "Shaded Area Denotes 20' San. Sewer Easement" on said AyerCorp site plan, along with the pipelines within said easement.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described sanitary sewer main. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past.

Augusta does agree that it will repair and/or repave any portion, within the twenty (20) foot easement granted to Augusta herein, through which Augusta may excavate or perform other work in connection with repairs, construction, maintenance, replacement, or extension of its sanitary sewer main.

TCA, having elected to maintain the roads and streets as private streets, covenants that TCA, its successors, legal representative and assigns, shall repair, pave, or replace any private road or street, or any portion thereof, through which Augusta may have to excavate or perform work, other than work done on the sanitary sewer main within Augusta's twenty (20) foot easement granted herein.

TO HAVE AND TO HOLD said easement in perpetuity and sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Augusta, its successors and assigns forever in fee simple.

AND TCA, its successor, legal representatives and assigns, will warrant and defend the right and title to the above described property, to Augusta, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of TCA has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER: TCA, LLC

Signed, sealed and delivered in

Kelli Milburn

Witness

Glenn R. Sager
Notary Public

State of Georgia

My Commission Expires: 11-21-08

By: [Signature]

As its Attorney in fact

Attest: [Signature]

As Its: Managing Member

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
As its Mayor

Attest: _____
Clerk

(SEAL)



**Engineering Services Committee Meeting
1/7/2008 1:30 PM
Ms. Sun Albright**

Department: Clerk of Commission

Caption: Presentation by Ms. Sun Albright regarding the solid waste bill for the house located at 2319 Basswood Drive. (Referred from December 18 Commission meeting)

Background:

Analysis:

Financial Impact:

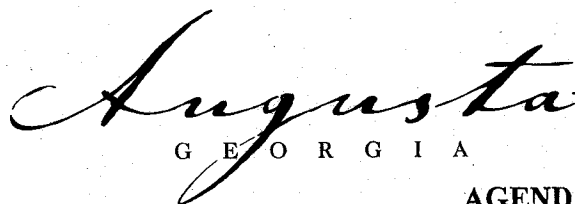
Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission



AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☐ Commission
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☒ Engineering Services Committee - 11-12-07
- ☐ Finance Committee
- ☐ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: Sun Albright
Address: 2048 Liberty Church Rd Hep GA
Telephone Number: 706-833-9214
Fax Number: _____
E-Mail Address: _____

Caption/Topic of Discussion to be placed on the Agenda:

Discuss
Solid Waste Bill for 2319 Basswood dr
aug. GA.

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.



**Engineering Services Committee Meeting
1/7/2008 1:30 PM
Planning Commission**

Department: Planning Commission

Caption: **Z-07-102**– A request for concurrence with the Augusta-Richmond County Planning Commission to **approve** with the following conditions 1) the **Special Exception** shall be limited to the trans-loading of sodium bi-sulfite solution and manufacture of Aqua ammonia solution. Components to manufacture aqua ammonia would be stored on site in storage tanks; 2) the site will be in full conformance with the Augusta-Richmond County Flood Ordinance which will require all buildings and equipment to be a minimum of three (3) feet above the base flood elevation before a Business License shall be issued; and 3) 24 hour security, which may consist of monitored security cameras or personnel on site, shall be maintained at all times; a petition by Southern Ionics requesting a change of zoning from **Zone A (Agriculture) to Zone HI (Heavy Industry) with a Special Exception** per Section 24-2 to allow an inorganic chemical manufacturing plant affecting property containing approximately 8.9 acres and is known as **1724 Lumpkin Road Extension**. (Tax Map 111 Parcel 023) **DISTRICT 2 (Referred from December 18 Commission meeting)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are

**Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission



Engineering Services Committee Meeting
1/7/2008 1:30 PM
Utilities Customer Service Billing Software Upgrade and Enhancement

Department: Utilities, N. Max Hicks, Director

Caption: Approve Upgrade of Utilities Customer Service Billing Software and Addition of Remote Customer Account Information Access and Bill Payment

Background: In 2003 Utilities (AUD) Customer Service implemented a new Customer Service Billing Software provided by Systems and Software (S&S) called Enquesta. That software included a very basic Interactive Voice Response (IVR) solution and also offered an Interactive Web Response (IWR) option. The IVR and IWR solutions were provided by a third-party partner of S&S called Frank Solutions (which was later bought by FDGS). AUD implemented the IVR solution, and this system has been used since 2003 to provide citizens with automated access to account information and bill-paying options. This system, being from a third party, has to be interfaced with our Cisco VOIP telephone system. This has led to some scalability issues, meaning that we cannot upgrade one system without affecting the other, and technical support from FDGS has been inconsistent. Additionally, the FDGS solution does not have an integrated call center (customer service) module that would enable a higher level of customer service capability. The IWR solution was never implemented due to Augusta AUD and IT concerns about security issues with the design of the system. S&S has ended the relationship with FDGS in order to pursue its own IVR and IWR solutions. In order to provide the level of customer service we desire from our call center hardware and software, AUD and the Augusta IT department have decided that we need to upgrade our systems to the S&S IVR and IWR solutions, called WebConnect and PayConnect, and implement Cisco Call Center software for full compatibility. The CallCenter software was solicited by RFP and will be brought to the Commission separately after the negotiation process is complete. These solutions will offer the most

Cover Memo

Item # 8

efficient way to give our customers automated account information and payment options.

Analysis:

AUD has been working for quite some time to get the best possible solution to provide our customers the ability to access account information and make payments both on-line and by telephone. Since 2004, we have been offering our customers call routing based on a decision tree that hopefully would get them to the appropriate employee based on their problem. We have also offered them the ability to access account balance, due date, account standing, etc. as well as the ability to pay by automatic debit to their checking account over the phone. However, since the FDGS IVR solution is “interfaced” (a forced link between programs) instead of “integrated” (cooperation designed into the system), we have had various technical difficulties, particularly with IVR calls being dropped and placed on hold for extended periods of time. The IWR solution offered by Frank Solutions/FDGS did not meet the security requirements of Augusta IT, and now that our billing software vendor has developed their own solution, we are requesting approval to purchase what we feel is the most efficient long-term solution available. The proposed solution includes an upgrade of the current Enquesta software from version 3.0 to version 3e. This upgrade includes the platform that is required to run the new optional modules offered by S & S, WebConnect and PayConnect. WebConnect allows our customers very extensive, secure access to their account information and payment options on-line or over the phone and includes the following features: • Enhanced reporting tools • Customer remote access to consumption history, billing history, payment history, account summary • Frequently asked questions • Bill imaging • Electronic bill notification and bill printing • Service requests (account changes, disconnection, recurring payment set-up, report outage, etc.) PayConnect is the tool used to process remote payment requests either on-line or over the phone. After implementation of WebConnect and PayConnect, our customers will have the following remote payment options: • One-time credit card payment (on-line or call center assisted) • One-time ACH/debit card payment (on-line, by phone or call center assisted) • Recurring ACH/credit card/debit card payment sign-up (on-line or call center assisted) • Detailed payment reporting The attached documents include the contract (with language as recommended by Legal), Pricing and Payment Schedule, Enquesta Upgrade Statement of Work, and

WebConnect/PayConnect Statement of Work.

- Financial Impact:** The total cost of this request is \$280,000, which includes estimated hardware purchases of approximately \$22,850 and the attached proposal for remaining software and implementation costs of \$257,150.
- Alternatives:** Do not approve the agenda item and leave AUD with inadequate communications and payment software that is not sufficient to provide high quality service to all AUD customers.
- Recommendation:** Approve upgrade of Utilities Customer Service Billing software and addition of remote customer account information access and bill payment.
- Funds are Available in the Following Accounts:** Funds are available in the 2008 budget in the following accounts: 506-04-3210-5424210 - \$ 10,000 506-04-3210-5424320 - \$200,000 506-04-3210-5426110 - \$ 70,000

REVIEWED AND APPROVED BY:

**Procurement.
Information Technology.
Finance.
Administrator.
Clerk of Commission**

AUGUSTA UTILITIES DEPARTMENT SYSTEM UPGRADE AGREEMENT

THIS ADDENDUM dated as of _____, 2007 supplements and forms part of that certain Information System Agreement by and between Augusta, GA a political subdivision of the state of Georgia, hereinafter called the “City” and Systems & Software, Inc. (“**S&S**”) dated as of _____ (as amended by this Addendum and as otherwise amended from time to time, the “**Agreement**”).

WHEREAS, the City desires to commence work on the enQuesta™ 3e implementation project which shall include the upgrade of enQuesta Reporting Portal and the purchase and deployment of enQuesta WebConnect and enQuesta PayConnect;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, S&S and the City hereby agree as follows:

ARTICLE 1 DEFINITIONS

- (a) “**Confidential Information**” shall be clarified to include all information of the type specified in the definition in Article I of the Agreement that is disclosed to the City by S&S and relates to subcontractors, other vendors of S&S, or other persons who provide any product or service in connection with the Information System.
- (b) “enQuesta **PayConnect**” means the payment software application developed by a vendor of Third Party Software and sold to the City by S&S pursuant to this Addendum, as more particularly described in the Statement of Work attached hereto as Exhibit 3, which is incorporated herein by reference.

ARTICLE 2 FEES

2.1 Fees

- (a) The charges for the enQuesta 3e Upgrade project, enQuesta Reporting Portal, enQuesta WebConnect and enQuesta PayConnect shall be those set out in the enQuesta 3e Upgrade, Reporting Portal, WebConnect & PayConnect Pricing & Payment Schedule attached hereto as Exhibit 1, which is incorporated herein by reference;
- (b) The City shall pay S&S for the enQuesta 3e upgrade project and the enQuesta Reporting Portal, enQuesta WebConnect and enQuesta PayConnect modules to be provided by S&S pursuant to the provisions of this Addendum in accordance with the Payment Schedule attached hereto as Exhibit 1, which is incorporated herein by reference. All payment and invoicing provisions set forth in the Agreement shall apply to the enQuesta 3e Upgrade project and the enQuesta Reporting Portal, enQuesta WebConnect and enQuesta PayConnect modules except as otherwise expressly set forth in this Addendum (including the exhibits attached hereto).

ARTICLE 3 TERM; TERMINATION – ENQUESTA PAYCONNECT

3.1 Term Applicable to enQuesta PayConnect

- (a) This Addendum as it relates to enQuesta PayConnect shall be for a term of three (3) years ("**Initial Term**") commencing on the Effective Date of _____, and shall automatically renew and extend for successive one (1) year terms (each one, a "**Renewal Term**"), commencing at the conclusion of the Initial Term or any Renewal Term, unless written notice is given by either S&S or the City at least (30) days prior to the end of the then current Initial or Renewal Term. Upon any such renewal, the Parties agree to negotiate, in good faith, a revised convenience fee and transaction fee structure, taking into account such factors, including, without limitation, general inflation, fees imposed on S&S by providers of Third Party Software, and expected volumes of services to be required by the City.
- (b) In the event that the City terminates the Addendum with respect to the PayConnect module early, then City shall be responsible to pay an early termination fee to S&S. The early termination fee shall be equal to \$20,000 in months 1-12 and \$10,000 in months 13-23. After a period of 24 months, the early termination fee no longer applies. Said fee shall be in addition to any other early termination fees set forth in the Agreement.
- (c) Notwithstanding clause (a) and (b) above, the Agreement and this Addendum as it relates to enQuesta 3e, enQuesta Reporting Portal and enQuesta WebConnect shall exist in perpetuity unless terminated by either party in accordance with the terms of the Agreement.

ARTICLE 4 INDEMNIFICATION

4.1 Indemnification by S&S Relating to enQuesta PayConnect

The indemnification obligations of S&S set forth in the Agreement shall not apply to intellectual property issues relating to enQuesta PayConnect. S&S's sole obligation with respect to indemnification of the City in connection with intellectual property issues relating to enQuesta PayConnect shall be as set forth in Section 4.3 below.

4.2 City Indemnification Relating to enQuesta PayConnect

The City agrees to defend, indemnify, and hold S&S, its directors, officers, shareholders, employees, agents, affiliates, suppliers and vendors harmless from all liabilities, claims and expenses, including without limitation reasonable attorneys' fees, arising from:

- (A) any breach by the City of the City's use of enQuesta PayConnect, or any other breach of the City's duties, obligations or responsibilities under this Agreement relating to enQuesta PayConnect;
- (B) any modification, improvement or enhancement of enQuesta PayConnect made by the City without the prior written consent of S&S;
- (C) any action, suit or proceeding, or otherwise on account of any personal injury or damage to property occasioned by any of the foregoing.

- 3 -

The City also agrees that S&S (or any third party vendor of enQuesta PayConnect) has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the City pursuant to this section.

S&S agrees to indemnify the City for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of S&S, S&S's employees, affiliated corporations, and subcontractors in connection with the Project.

4.3 **S&S Indemnification Relating to enQuesta PayConnect**

S&S shall indemnify and hold harmless the City from any and all claims for damages, costs and expenses, and defend, or at its option, settle, any action brought against the City alleging that enQuesta PayConnect infringes any third party intellectual property rights enforceable in Canada or the United States of America. The City agrees S&S (or any third party vendor of enQuesta PayConnect) has the sole authority to perform, in whole or in part, any system modifications, product alteration, and/or navigational adjustment to enQuesta PayConnect for purposes of providing a work around to any third party patents. City agrees that, in connection with any patent action brought against the City with respect to enQuesta PayConnect, S&S (or any third party vendor of enQuesta™ PayConnect) will, at its sole discretion, at no cost to the City, perform work around solutions adequate enough to defend any and all patent claims.

The City agrees to provide S&S with: (i) prompt written notice of any claim, demand, or action for which indemnity is sought; (ii) sole control and authority over the defense or settlement thereof (provided that S&S shall not enter into any settlement that adversely affects the City's rights without the City's prior written consent); and (iii) reasonable cooperation in the defense or settlement of any such claim, demand, or action. The City acknowledges and agrees that any third party vendor of PayConnect shall also have the right for sole control and authority over the defense or settlement thereof.

Notwithstanding the foregoing, S&S assumes no liability for and the foregoing indemnity obligations shall not apply to: (a) infringements arising from combinations of PayConnect with products not supplied to the City by S&S; (b) trade-mark infringements involving any marking or branding not applied by S&S or any third party vendor of PayConnect, or involving any marking or branding applied at the request of the City; or (c) infringements involving modifications and/or extensions made by or for the City without the sole approval and assistance of S&S or any third party vendor of PayConnect; or (d) in the case that the City objects, does not accept, nor approve prescribed "work around" solution changes for purposes of defending against third party claims.

The City agrees to indemnify S&S from any claims, damages, losses, and costs, including but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of the City, the City's employees, affiliated corporations, and subcontractors in connection with the Project.

ARTICLE 5 MISCELLANEOUS

5.1 Addendum Forms Part of Agreement

This Addendum (including its exhibits) is attached to and forms part of the Agreement. Except as otherwise specifically stated herein, all provisions of the Agreement remain in effect in accordance with the terms thereof.

5.2 Third Party Beneficiaries

Except as provided herein with respect to third party vendors of PayConnect, nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

5.3 Assignment

This is a bilateral consultant services agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

5.4 Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question between client and consultant arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. S&S, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said court.

5.5 Dispute Resolution:

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

5.6 Open Records

S&S acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. Section 50-18-70, et seq.) S&S shall cooperate fully in responding to such request and shall make all records, not exempt, available for inspection and copying as required by law. S&S shall clearly mark any information provided to the City which the City contends is Proprietary or Confidential Information. Proprietary or Confidential information of S&S is to be protected from public release if at all possible. S&S shall notify the City immediately of any Open Records request arising out of this contract and shall provide to the City a copy of any response to the same.

5.7 Notices

All notices hereunder shall be in writing and shall be fully given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing in this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notices of such change as required in this Section.

The originals to: Max Hicks, Director

Utilities Department

Add address, phone and fax numbers

Copies to: Fred Russell, Administrator

530 Greene Street, Room 801

Augusta, GA 309011

Phone (706) 821-2400

Fax (706) 821-2819

Termination for Convenience:

Upon advance written notice to S&S, the City, may, without cause and without prejudice to any other right or remedy of S&S, elect to terminate the Agreement. In such case, S&S shall be paid (without duplication of any items):

- 1) For completed and acceptable work executed in accordance with the terms of the agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- 2) For expenses incurred prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- 3) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others, and; for reasonable expenses directly attributable to termination.

5.8 Representation of Authority

Each Party represents and warrants to the other that the execution and delivery of this Addendum and the performance of such Party's obligations under the Agreement (including the Addendum) have been duly authorized and that the Agreement (including the Addendum)

- 6 -

is a valid and legal agreement binding on such Parties and enforceable in accordance with its terms.

5.9 Counterparts

This Addendum may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

Exhibits

The following Exhibits, attached hereto and incorporated herein by reference, form a part of this Agreement and need not be signed separately to become enforceable:

1. Exhibit 1 - Augusta Pricing & Payment Schedule
2. Exhibit 2 - Augusta 3e Upgrade SOW
3. Exhibit 3 - Augusta WebConnect_PayConnect SOW

IN WITNESS WHEREOF, the parties to this Addendum have hereunto set their hands and seals effective as of the date first set forth above.

Systems & Software, Inc.

Augusta, GA

By: _____

By: _____

Title: _____

As it's Mayor

Date: _____

Attest:

Clerk of Commission

Seal



Augusta Utilities Department Augusta, GA



enQuesta™ 3e & Reporting Portal Upgrade, WebConnect & PayConnect Pricing & Payment Schedule

November 8, 2007



ENGAGEMENT PRICING

Contract Summary

All contracted Software, Hardware and Services will be quoted and provided on a Fixed Fee basis. Travel expenses are estimated here for budgetary purposes but will be billed as incurred. The proposed scope of this project is defined in the enQuesta 3e & Reporting Portal Upgrade and the WebConnect & PayConnect Statement of Work. Additional services (including Travel & Expenses) required due to out-of-scope work will be quoted and billed on a time & materials basis at the then current rate charged by Systems & Software (S&S).

Summary Pricing

DESCRIPTION	TOTAL
enQuesta 3e & Reporting Portal Upgrade	\$ 137,670.00
WebConnect & PayConnect	\$ 127,480.00
SUMMARY S&S PRICE (excluding Travel)	\$ 265,150.00
Travel and Expenses (estimated)	\$ 12,000.00

enQuesta 3e & Reporting Portal Upgrade Detail Pricing

DESCRIPTION	TOTAL	MAINTENANCE
Hardware		
AUD to Provide		
Third Party Software & Services		
N/A		
S&S Software	\$ 25,000.00	\$ 5,000.00
enQuesta 3e - Covered under Annual Maintenance Agreement		
enQuesta 3e Reporting Portal - Covered under Annual Maintenance Agreement		
enQuesta 3e IVR Web Services License	\$ 25,000.00	\$ 5,000.00
Professional Services	\$ 112,670.00	
Upgrade Services Including: Project Management, Business Process Analysis, Data Conversion, Implementation, Configuration, Testing, Training, Documentation, Go-Live and Post-Go Live Support	\$ 88,670.00	
Services to Implement enQuesta 3e IVR Web Services	\$ 24,000.00	
Total (excluding Travel)	\$ 137,670.00	\$ 5,000.00
Travel & Expenses Budget estimated at 5 Person Trips @ \$2000 each - Travel will be billed as incurred	\$ 10,000.00	

enQuesta 3e & WebConnect & PayConnect Detail Pricing

DESCRIPTION	TOTAL	MAINTENANCE
Hardware		
AUD to Provide: Dell PowerEdge 2650 Dual Xeon CPU @ 3.2GHz, 2 GB memory, Dual 72 GB 15k rpm internal disk, dual 10/100/1000 Ethernet NICs, Dell remote access card (DRAC), redundant power supply, 2U form factor.		
S&S Software	\$ 70,000.00	\$ 14,000.00
WebConnect License for 5 concurrent ports (Includes PayConnect)	\$ 70,000.00	\$ 14,000.00
Professional Services	\$ 57,480.00	
Professional Services Including: Project Management, Business Process Analysis, Technical Analysis, Hardware Configuration/Deployment, Implementation, Configuration, Testing, Training, Documentation, Simulation, Go-Live and Post Go-Live Support	\$ 57,480.00	
Total (excluding Travel)	\$ 127,480.00	\$ 14,000.00
Travel & Expenses Budget estimated at 1 Person Trips @ \$2000 each - Travel will be billed as incurred	\$ 2,000.00	

PAYCONNECT TRANSACTION PRICING

Augusta Utilities Department (AUD) has requested a hybrid pricing model where convenience fee pricing will be utilized as the primary model, but transaction pricing will be utilized specifically for all ACH payments originating from IVR and WebConnect from customers who choose to enroll for electronic bill delivery. All credit card transactions will be processed via convenience fee.

Convenience Fee Model

Through this agreement, the AUD and Systems & Software, Inc. (S&S) continue their existing Customer – Vendor relationship. Additionally, S&S will utilize a third party payment provider Vendor for electronic payment processing. AUD has elected to pursue the convenience fee model, whereas convenience fees will be charged directly to AUD's customers.

Convenience Fee Pricing

Convenience Fee Per Payment \$4.25 Charged directly to the customer (no fees applied to AUD)

- Supports ACH, Debit Cards and VISA and MasterCard Credit Cards
- \$500.00 limit on the amount per transaction
- Allows multiple payments towards multiple accounts within one session but each payment is levied with a convenience fee

AUD will utilize the Convenience Fee Model for the following payment channels:

- All Call Center Assist one-time payments initiated by CSR's
- All one-time payments via WebConnect for non-eBill customers

Transaction Model

Through this agreement, the AUD and S&S continue their existing Customer – Vendor relationship. Additionally, S&S will utilize a third party payment provider Vendor for electronic payment processing. For certain ACH payments, AUD has elected to pursue the non-convenience fee model, whereas no convenience fees will be charged directly to AUD's customers for ACH payments originating from IVR and for WebConnect ACH payments from customers who choose to enroll for electronic bill delivery. These transaction fees will be charged directly to AUD on a monthly basis and this will require a separate merchant services agreement between AUD and Kubra.

Transaction Pricing

Price Per Payment: \$.35 Gateway Transaction Fee (includes payment authorization and capture)

- S&S will invoice AUD monthly for gateway fees

- No additional charges with respect to the Card interchange fees, issuer percentage fees, charge back fees and payment processor fees are planned for as transaction pricing will apply solely to ACH payments.
- Allows multiple payments towards multiple accounts within one session but each payment is levied with a convenience fee

AUD will utilize the Transaction Fee Model for the following payment channels:

- All recurring ACH payments for e-bill customers through WebConnect
- All one-time ACH payments via IVR

Monthly Minimum: n/a

Additional Fees: IVR \$80.00 / month / line (plus estimated long distance charges of \$.03 per minute with average call length = 4 minutes)

Terms

- ACH transaction fees do not include ACH origination charges – levied by the originator (AUD's bank). AUD currently processes ACH through Georgia Bank & Trust. Depending on the technology available at Georgia Bank & Trust, it may be necessary to process ACH payments through a different payment processor, which may be subject to ACH origination charges in addition to the \$.35 transaction fee. Another option would be a custom interface to Georgia Bank & Trust which would be subject to change order.
- Credit Card transaction pricing is not applicable. All credit card payments will be handled via customer paid convenience fee at no additional cost to AUD.
- Return fees are applied to all returns (i.e. Invalid account number, NSF, NOC, etc. for ACH) and are levied directly by the ACH originator (AUD's bank) to the Biller (AUD).
- Terms to be provided in detail under separate Merchant services agreement.

PAYMENT SCHEDULE

Payment Schedule

Deliverable	Payment Amount	Date
Contract Signing	\$49,030.00	Month 1
Delivery of enQuesta 3e & Reporting Portal Upgrade Project Plan	\$36,772.50	Month 1
Installation of enQuesta 3e environment populated with AUD data	\$36,772.50	Month 2
Delivery of WebConnect & PayConnect Project Plan	\$24,515.00	Month 1
enQuesta 3e & Reporting Portal Go-Live	\$49,030.00	Month 3
enQuesta 3e & Reporting Portal Go-Live + 30 Days	\$12,257.50	Month 3
WebConnect & PayConnect Go-Live	\$24,515.00	Month 3
WebConnect & PayConnect Go-Live + 30 Days	\$12,257.50	Month 4
TOTAL (excluding Travel)	\$245,150.00	
Commitment Fee - Separate Payment	\$20,000.00	
Travel (estimated)	\$12,000.00	Monthly

NOTES:

- Annual Maintenance for enQuesta remains in effect as per 2007 S&S Support Agreement
- Invoicing will occur upon completion of events described above
- Travel expenses will be billed as incurred on a monthly basis
- Contract signing deliverable is payable upon receipt of the signed contract by S&S – All other amounts are due within 30 days from the date deliverable is completed
- Additional services outside the scope of this project will be billed monthly on a time & materials basis at the then current rate charged by S&S
- Quotation is valid for 30 days

MAINTENANCE

Maintenance – enQuesta 3.0 to enQuesta 3e Transition

Through this agreement, the Augusta Utilities Department (Augusta) and S&S continue their existing Customer – Vendor relationship. The terms and conditions, which have governed the ongoing and annual maintenance responsibilities of this relationship, have been in accordance with Attachment A of the Annual Software Maintenance & Support Contract (ASM&SC). This agreement has been in force between Augusta and S&S for the last 5 years with the terms, conditions and associated costs renewed annually.

As an existing customer that has maintained their ASM&SC in force, Augusta is entitled to receive, at no additional software cost, the enQuesta 3e versions of the enQuesta 3.0 software modules for which Augusta is currently licensed. Augusta and S&S agree that the existing ASM&SC, which currently covers all existing enQuesta 3.0 software, support and 3rd party software, will remain in force through this project. Augusta and S&S agree that the base, annual enQuesta 3.0 software module license and support fees will transfer directly to the corresponding enQuesta 3e software modules.

Maintenance – 3rd Party

All 3rd party software and hardware maintenance and support is effective and due upon initial order and delivery from the associated vendor.

Maintenance – Newly implemented enQuesta Software

Maintenance on newly implemented enQuesta Software will commence upon Go-Live. For any Go-Live occurring after January 1st, this will be deemed a 'partial' year and the amount will be prorated on the calendar months remaining in that year. For subsequent years, the full amount of this "new" maintenance will be due by January 1st of the beginning of the calendar year period.



Augusta Utilities Department

Augusta, GA



enQuesta™ 3e & Reporting Portal Upgrade Statement of Work

November 8, 2007



Document Control

Distribution

Copy No.	Name	Location
1	Augusta Utilities Department	
2	S&S	
3		
4		
5		
6		
7		

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INTRODUCTION

Background

Augusta Utilities Department and Systems & Software, Inc. (S&S) have agreed to engage in the upgrade of the existing Customer Information System (CIS). Under this arrangement, the Customer will upgrade from their currently installed release of enQuesta™ to enQuesta 3e. Augusta Utilities Department and S&S have also agreed to upgrade of the enQuesta Reporting Portal. The enQuesta Reporting Portal will provide Web-based reporting capability and data access to the underlying enQuesta production information. A robust and easy to use set of tools will enable the Customer to quickly and easily create and distribute reports to their user community. The enQuesta Reporting Portal is based on Cognos' ReportNet product.

From this point forward, Augusta Utilities Department shall be referred to as 'the Customer' and Systems & Software shall be referred to as 'S&S'.

All future references to enQuesta™ shall specifically refer to enQuesta 3e unless otherwise specified.

Objectives

- Establish the Customer on the standard, most current version of enQuesta, 3e.
- Upgrade the Customer to the latest releases of Oracle's 10g database platform.
- Strive to reduce project risk by leveraging S&S resources' existing knowledge of the Customer's environment to minimize the overall Customer resource time commitment typically required to successfully implement a CIS.
- Strive to establish project team continuity by maintaining a consistent core group of Customer and S&S members.
- Utilize S&S' implementation methodology to meet project expectations by clearly defining roles and responsibilities and enabling open, consistent project communication.
- Upgrade S&S' next generation reporting solution, the enQuesta Reporting Portal.
- Provide the Customer an intuitive, easy to use reporting environment with user-friendly field names and business rules built in.

PROPOSED HIGH LEVEL SCOPE AND RESPONSIBILITIES

Proposed High Level Scope

It is anticipated that the Customer will port forward its existing enQuesta functionality to enQuesta 3e. This includes the CIS (Billing) and skeletal GL (Financial) modules. enQuesta system interfaces (see "*Appendix - Attachment B – List of Interfaces*"), that are currently licensed will be ported forward and maintained in their as is state, unless modified per this Statement of Work.

enQuesta new features are outlined in the enQuesta New Features and Modules Document. These new features are organized into three categories: Standard – Included for Use As-is, Optional – Requires Additional Services, and Optional Module with License. All Standard features are included in this upgrade, however, the Customer may choose not to implement all standard features immediately. Optional features, whether they require configuration or programming, must be evaluated and quoted accordingly. No optional features are included within the scope of this upgrade, though Customer may choose to implement these through the Change Order process.

Project Responsibilities

For a project of this nature and in order to ensure a successful enQuesta upgrade, it is necessary for the Customer and S&S to work cohesively as a team. To achieve this goal and set the proper expectations regarding roles and responsibilities, the Customer and S&S will each maintain a set of general project duties. These general responsibilities include:

A. General Customer Responsibilities

- I. Provide a dedicated Project Manager to serve as the primary Customer point-of-contact for this project and represent the Customer on the necessary project planning and implementation tasks and responsibilities.
- II. Assistance with overall project oversight and management to include ensuring availability of the Customer Functional Subject Matter Experts for input to and participation during: requirements, specifications, test plans creation and test plan execution activities and Go-Live.
- III. Provide S&S with written process documentation and requirements for those business procedures that have been modified since the version 3.0 enQuesta upgrade. Note that changes in process not supported by enQuesta may result in changes in project scope.
- IV. Ensure that the legacy enQuesta data environment is clean prior to the data conversion to enQuesta 3e. The Customer's data cleansing activities must be completed by the beginning of the first conversion test. Clean data entails completing end of day enQuesta tasks, such as work order, hand held, cash and credit and collection run sheets. Except for the billing run sheet, where S&S will provide specific instructions on how and when to do a data cut so that we are able to do a billing parallel data validation test, clean data generally entails that there are no open batches in the system and that any daily/weekly/monthly and interface run sheets have been completed if they have been started. Run sheets, save for billing, should be complete by the beginning of each data cut and conversion. S&S will provide specific instructions and documentation on how to prepare your existing environment and how to execute a data cut for each data conversion.
- V. Participate in data conversion/data validation thru the use of legacy enQuesta to enQuesta 3e comparisons and reviewing reports.
- VI. Sign off on project related documents and deliverables including: requirements; specifications; and testing, including interfaces.

- VII. The Customer maintains primary responsibility for testing enQuesta functionality once deployed to the Train/Test environment. This includes the testing of maintenance releases during and after the upgrade.
- VIII. Primary responsibility to create and execute a set of Test Cases that will ensure the system is tested thoroughly by the Customer prior to Go-Live.
- IX. Ensure that key personnel and users successfully complete end-user training offered remotely and/or onsite. The Customer bears the responsibility for any and all travel and living related expenses for customer personnel.
- X. Ensure Customer resources have the technical understanding of not only the Reporting Portal tool and functionality, but supporting languages as well (SQL).
- XI. Responsible for the generation of all reports outside the scope of this Statement of Work.
- XII. Provide proper seating space and meeting room space for those times when S&S will have an on-site project team. At a minimum, this should have comfortable desk space for up to 6 people in one room to include accommodating the S&S' employees laptop.
- XIII. Provide meeting room space to serve as a Project Conference room, as necessary. Meetings will typically range from 4 to 8 people.
- XIV. Provide adequate hardware and software environments that will enable current Production and Test/Train environments to be run successfully, per S&S recommendations. S&S recommends 2GB of additional RAM be added to the existing server to meet the requirements of the enQuesta 3e and Reporting Portal requirements.
 - a. Special Note: During the upgrade project because the Customer will continue to run the legacy enQuesta environment on the existing Production box (i.e. no separate Train server exists), the Customer will not have access to a legacy enQuesta Train environment. This will eliminate the ability to perform legacy enQuesta Train refreshes as it runs the risk of overlaying enQuesta 3e Test data (should the enQuesta 3e environment be installed on a standalone or brand new server, this will not be an issue). Additionally, this may require S&S to make emergency fixes directly to the Customer's legacy enQuesta Production system as there will not be an enQuesta 3e Train/Test environment. The Customer should plan to restrict enQuesta 3e production programming modifications due to the limited ability that will exist to test the changes as well as the need for S&S to freeze code for the purposes of the enQuesta upgrade.
- XV. Provide adequate hardware (server and disk) and software environments that will enable S&S to execute final legacy enQuesta to enQuesta 3e data conversions, per S&S recommendations.
- XVI. The Customer will provide connectivity to the enQuesta server and to the Reporting Portal Server allowing S&S to provide secure, authorized remote support by utilizing one of the following methods:
 - a. Cisco 3002 VPN Hardware client residing on the Customer's network
 - b. Cisco ASA5505 Security Device residing on the Customer's network
 - c. Site to site connection compatible with S&S's CISCO 3005 VPN Concentrator

Our preferred network connection is at least 1.5Mbps with all servers put into a DMZ. Given the number and diversity of customers requiring support from S&S, each with varying networking infrastructures, support of software-based VPN clients is not a viable option for this project. If the Customer does not currently have one of these hardware solutions in place, they will assist S&S' Network & Security Personnel with the implementation and testing of one.

- For the duration of the project the client must provide open access to the ReportNet reporting environment so that S&S does not need to request access to the server each time work needs to be performed.

XVII. PostScript Printer requirement: enQuesta generated Work Orders, Letters and Documents will continue to be printed on PostScript-enabled printers. The Customer will provide a Hewlett-Packard or IBM printer(s) with PostScript Level 2 capability to support enQuesta service order printing. In the event the Customer provides printers made by other manufacturers, S&S will provide support for enQuesta printing related issues on a "best effort" basis only.

XVIII. Production enQuesta reports may be printed to non-PostScript printers.

Note: This does not impact enQuesta canned reports or Cognos reports.

Pin-feed or dot-matrix printers are not supported within enQuesta. Laser printers with network connectivity are required.

XIX. Cash Receipts printers must be capable of being accessed via a Network IP address. Serially attached Cash Receipt printers are not supported.

XX. Adherence to all 3rd Party Software maintenance requirements, for the Customer's enQuesta and Reporting Portal environments including:

- a. Micro Focus Server Express 4.0 SP2.
- b. IBM AIX operating system level 5.3 (or greater). Both the Customer's Training Environment and Production Environment, if on separate servers, will require this operating system.
- c. Cognos ReportNet.
- d. Oracle 10g Release 2 Enterprise Edition including Tuning & Diagnostic Packs.
- e. enQuesta Oracle Communications software and Thin-Client software.
- f. Microsoft Word –enQuesta Work Order, Letter and Document Templates will continue to require Microsoft Word.
- g. enQuesta certified version of Apache Tomcat.
- h. enQuesta certified version of Java JDK v1.4.
- i. Cognos ReportNet – The enQuesta Reporting Portal requires Cognos ReportNet 1.1.
- j. Microsoft Windows - Cognos ReportNet requires Windows Server 2003 R2 or greater to accommodate the enQuesta Reporting Portal.

XXI. Adherence to enQuesta Client PC Hardware & Software requirements, including:

- a. Client PC's, which will be running enQuesta, should have an operating system of Windows 2000, Windows XP or Windows Vista.
- b. Client PC's, which will be running enQuesta, should be of at least a Pentium III 1.2Ghz CPU class with 512MB of memory and have available 50MB of disk space.
- c. Client PC's, which will be running enQuesta, should have Internet Explorer 6.0 SP1 installed. Screen resolution should be at least 1024 x 768 and Small Fonts should be enabled.
- d. Client PC's, which will be running enQuesta and need to take advantage of enQuesta's ability to export Excel type information, will need to have Microsoft Excel installed.

- e. Network speed for Client PC's running enQuesta should be capable of a minimum of 100 Mbps to the desktop and have a valid TCP/IP network connection.
 - f. Ethernet network should not exceed more than 25% peak utilization in LAN segments that will have enQuesta users. enQuesta performance may degrade due to insufficient network infrastructure, including to remote sites. Fiber, or equivalent, to remote sites is highly recommended.
- XXII. Provide the minimum enQuesta Reporting Portal workstation and server hardware requirements:
- A complete list of supported software and hardware environments are available on the Cognos support Web site:
<http://support.cognos.com/en/support/products/environments.html>.
- I. For the Client/User side, Windows based workstations.
 - a. RAM
 - 128 MB minimum
 - 256 MB recommended
 - II. For Server side, a Windows based server.
 - a. RAM
 - 2 GB per CPU minimum
 - 4 GB per CPU recommended
 - b. Processor
 - Dual CPU – 1 GHz or better
 - c. Disk Space
 - 650 MB for default installation
 - 585 MB for minimal installation
 - At least 300 MB of temporary disk space used during installation
- XXIII. Responsibility for the technical support of Microsoft's Internet Explorer Version 6.0 SP1 and above.
- XXIV. Oversight and scheduling of Customer resources and the Customer's third party vendors.
- XXV. Adherence to the Systems & Software Support Program Guidelines.

B. General S&S Responsibilities

- I. Overall Project Management and adherence with the Project Communication Plan, as well as providing and updating the Project Plan and monthly Status Reports to ensure the successful on-time delivery and implementation of enQuesta.
- II. Delivery of enQuesta end-user training for the Customer end users. S&S will provide onsite training as described in this Statement of Work. All other training is expected to be delivered remotely.
- III. S&S maintains primary responsibility for testing enQuesta prior to deployment to the Customer Train/Test environment where the Customer, as described under General Customer Responsibilities, assumes testing responsibility.
- IV. Project Management, Data Conversion, Implementation, Documentation, Go-Live and Support Services to be provided remotely, during normal business hours, unless otherwise specified in this statement of work. Specific details of each activity are more thoroughly described below under "*Description – High Level Project Activities*".
- V. All RDMBS configuration, administration and future maintenance will be the sole responsibility of S&S. The Customer will only be responsible for the starting and stopping of the enQuesta application, and facilitating the provided enQuesta backup processes. In order to provide this level of support it is required that S&S be given full and unfettered Operating System level, and RDMBS level administrative access.
- VI. At no time shall S&S become involved with the oversight or scheduling of Customer resources or the Customer's third party vendors. Changes to the project timeline or the project plan due to the Customer and/or the Customer's third party vendors may result in a change of scope and be subject to Change Order.
- VII. Adherence to the Systems & Software Support Program Guidelines.

Description – High Level Project Activities

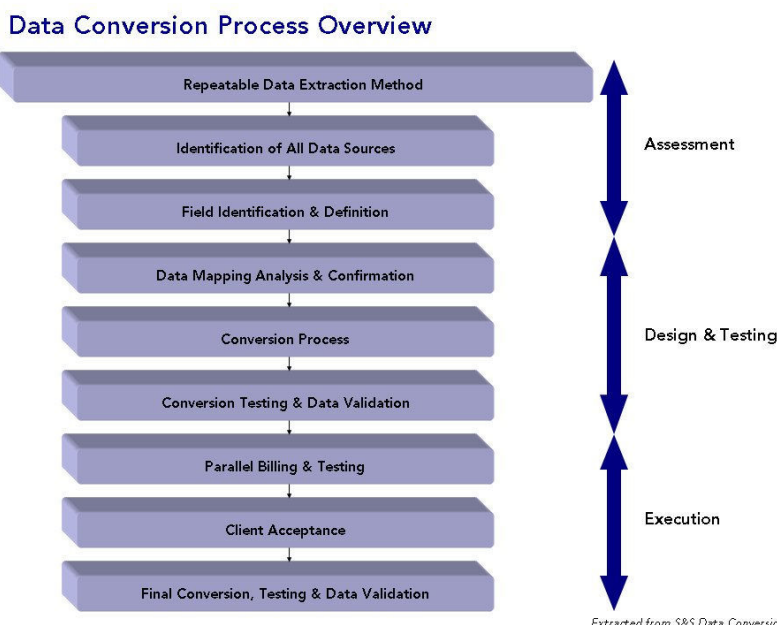
The following describes the high level project activities, services and scope of the Customer enQuesta upgrade.

- A. Project Management – S&S' project management methodology incorporates a structured project implementation process that defines the required steps to successfully and efficiently implement enQuesta. S&S' project management methodology ensures that a standard progression of research, information exchange, and actions for the joint Customer and S&S team is executed over the course of the project. Together, the Customer's and S&S' Project Team represent the project implementation team. S&S' Project Manager and the Customer's Project Manager will work closely to ensure that project dates and activities are reasonable, that the necessary resources from each side are scheduled and that internal communication, within the respective organizations, is clear.

For S&S tasks, the S&S Project Manager is responsible for the overall execution of the formal project plan and for adhering to the Communication plan. The Communication plan details the frequency of joint Project Team meetings and status reports as well as specifies the Change Management and Issue Resolution processes. The project plan and Communication plan serve as the roadmaps which outline the required steps to successfully and efficiently implement enQuesta and communicate effectively throughout the project.

For the Customer's upgrade, S&S anticipates a project duration of 3 months (following Contract Signing, the time of Project Initiation, to production enQuesta use) with a Project Manager allocated at 25% effort for the duration of the project.

- B. Data Conversion – The data conversion process consists of a set of activities grouped into three primary segments:
- Data Conversion Assessment – Inventory & Analysis
 - Data Conversion Mapping Design, Conversion Planning and Unit Testing
 - Data Conversion System Testing, Production Execution and Validation



The Assessment segment entails identifying new and modified tables and data attributes between the Customer's legacy enQuesta environment and enQuesta 3e. Data mapping and verification, as well as the preparation and testing of conversion routines are accomplished during the Design and Conversion Planning segment. During the Testing and Execution phase, data is moved from the legacy enQuesta to the enQuesta 3e Training environment. The conversion process is executed in two parts: Pre Go-Live and Go-Live. Pre Go-Live activities provide for an environment that enables Testing, including Parallel Billing, and Training. Go-Live activities involve drawing the legacy enQuesta production environment down and performing the final data conversions required to port that information over to enQuesta 3e.

S&S will migrate existing enQuesta data to enQuesta 3e in an as is state. No plan or effort has been scoped or included for special requests to parse, transform or provide Customer specific data conversion services. No plan or effort has been scoped or included to physically archive any current enQuesta data. S&S has planned to convert all existing history currently on the Customer's production enQuesta system.

S&S plans to convert all years of data and history, with no archiving or purging. S&S has included one Pre Go-Live Conversion. The Pre Go-Live Conversion includes the initial conversion to load the enQuesta 3e Test/Train environment. One (1) Go-Live conversion is included, for a total of two (2) conversions.

- C. Implementation & Testing – The Implementation and Testing activities involve analyzing, implementing and verifying the appropriate enQuesta system configuration in a Train/Test environment preceding the deployment to Production. The activities encompass the existing Customer business processes and those new or modified enQuesta business procedures, agreed to in advance and as defined in this SOW, from the Customer's legacy enQuesta implementation. Additionally, the activities include migrating forward, in their current state, the Customer's existing interfaces. Refer to "*Appendix - Attachment B - Interface List*".

During this phase, enQuesta will be installed into a Train/Test environment on the Customer server. This environment will serve as the environment in which Application Testing, Data Conversion, Testing and end-user Training will be conducted. The Customer maintains primary responsibility for testing enQuesta functionality once deployed to the Train/Test environment. Test plans are to be fully executed prior to Go-Live.

S&S will conduct a review of the Customer's current business processes via conference call or WebEx. S&S will configure the enQuesta 3e environment and ready it for Customer testing. Prior to handing over the system, S&S will conduct conversion balancing and conduct a bill parallel.

- D. Training & Documentation – A successful upgrade or implementation cannot be achieved without the Customer's experienced enQuesta users being trained on the capabilities of enQuesta 3e. S&S has planned for one (1) week total Training and Documentation effort for the enQuesta 3e upgrade. This effort includes training scheduling, documentation delivery, and end user training activities. The planning and development activities will take place remotely.

All Training and Documentation will focus on the functional and operational new features of enQuesta. Participants in the end user training program shall be existing enQuesta 3.0 users, and shall not require process related instruction. Operational training is intended to focus on the Administrator's Portal new features.

Documentation: S&S will deliver, in electronic PDF form, the standard enQuesta 3e product documentation and training materials.

- Standard User Guides - User guides are comprehensive, task oriented reference manuals that explain the enQuesta modules, processes, tasks, and functions. They provide an overview of what users can do with the application, identify the

recommended best practices in enQuesta, describe and explain the various tasks that utility personnel can perform in the application, and provide detailed instructions for performing these tasks.

- **Standard Training Materials** - The training materials include scenario-based instructions and hands-on lab exercises to reinforce the learning of all instructional objectives. These materials are used in a classroom environment to provide users hands-on experience, executing new business processes so they become optimally trained users of enQuesta.
- **Standard Process Assistance Guides** - Systems & Software's on-line library of Standard Process Assistance Guides provide instructions for the best practice execution of each standard process in enQuesta. This library of on-line documentation is a form of quick reference for users who have already learned about a task and need some assistance while performing the task. PDF versions of the process guides will also be provided.
- **Standard System Level Documentation** - This documentation includes instruction, conceptual descriptions of the system and reference information for managing the physical aspects of enQuesta. Includes instruction for enQuesta Configuration, role based user and user group management, security management, backup and recovery and daily processes.

Training Plan and Scheduling: The S&S team will work with the Customer to develop the training schedule.

End User Training: S&S' proposed end user training program includes the following courses. Curriculum will focus on the new features included in this upgrade, and will not include process specific instruction. During end user training, S&S requires no more than 15 users per class, with a maximum number of sessions for each course indicated below. End user training will be conducted at the Customer's facility.

Course	# of Sessions
Inquiry & Navigation	4
Credit & Collections	1
Billing	1
Work Orders	4
Cash / Payment Processing	2
Meters	1
Administrator's Portal (admin personnel only)	1

- E. **Reporting Portal Upgrade** - The scope of this project will include an upgrade of enQuesta Reporting Portal functionality. This upgrade is targeted for Go-Live in conjunction with the planned enQuesta 3e upgrade. The specific enQuesta Reporting Portal upgrade scope includes:
- Upgrade of enQuesta Reporting Portal including ReportNet server configuration and necessary software. The ReportNet metadata content stores will reside on the enQuesta Production server. It is expected that only current client PC's that access enQuesta will be used to access the enQuesta Reporting Portal.
 - Upgrade of the enQuesta Reporting Portal Data Model to match the enQuesta 3e applications. In addition S&S will help resolve issues with current Production reports up to a total of 40 hours.

- F. Go-Live and Go-Live Support – S&S strives to make the actual cutover, or Go-Live, to be as much of a non-event as possible. Strong project planning and execution should lead to the cutover being as smooth, productive and as least disruptive as possible. S&S will execute the cutover plan, which will include the final drawing down of the legacy enQuesta environment, enQuesta 3e final data conversion, and the turning on of the configured enQuesta 3e environment. S&S staff will provide support over the Go-Live weekend, as well as during the initial business days after cutover, to aid in any issue resolution and to offer mentoring and assistance. S&S has scoped two people for one week to support this effort.

Upon completion of the cutover, when the customer is live on enQuesta, S&S will provide production-critical, support services from S&S' facility in Vermont for two weeks. The objective is to achieve Systems Acceptance (described below). Outstanding issues and remaining project deliverables are documented and prioritized. Periodic status reviews, via phone or video conference, are held between the Customer and S&S project teams to address outstanding project items.

- G. System Acceptance - System Acceptance shall refer to the date on which a module or group of interrelated modules of the software licensed herein is operating in a production environment without Level 1 issues as defined below. If Customer fails to notify S&S of such Level 1 issue within 30 days of Go-Live of the module or group of interrelated modules, System Acceptance shall be deemed to have occurred.
- Level 1 (Showstopper): This is a severe problem that prohibits critical processing from continuing and there is no reasonable work around. As an example, bills will not print.
 - Level 2 (High): There is a serious problem with the system but there is a work around available that can be used on a temporary basis. As an example, work order closing has an error but a temporary work around has been defined where a CSR will manually look at each record after the closing.
 - Level 3 (Medium): There is a problem with the system but a viable long-term work around exists and no significant productivity impact to the customer exists.
 - Level 4 (Low): There is a cosmetic problem that does not impact operations in any way. As an example, there is a misspelling on a report or form.

Web Services

To facilitate certain business needs of the Customer, S&S hereby grants license to the Web Services Engine software ("Web Services"). This software is provided subject to the terms and conditions contained herein. This Web Services Supplement (the "Supplement") shall be in effect as long as the Customer has a valid Annual Software Maintenance & Support Contract with S&S and, consequently, a valid license to use the Application Software.

The Customer may invoke the Web Services via an HTTP post. The Web Services invocation request is formatted as a SOAP XML message, as is the response.

The Customer acknowledges that use of the S&S proprietary Web Services functionality is limited to Customer internal use only as defined in this Agreement. Use of the Web Services functionality by third parties and interfacing of the Web Services functionality to third party software products is strictly prohibited without the prior written consent of S&S. In the event that S&S grants written permission for third parties to access this functionality, said third party shall be required to enter into a separate Web Services Supplement with S&S. Granting of additional Supplements to third parties shall be at S&S' sole discretion and additional fees may apply. It shall be the responsibility of the Customer to ensure that all required written consents and additional Web Services Supplements are obtained prior to access to the Web Services functionality by third parties.

The Customer acknowledges that throughout the term of this Supplement, S&S shall have the right to audit the usage of the Web Services software to ensure that appropriate documentation has been obtained by the Customer for all users of the Web Services software.

The Customer acknowledges that all work product created or derived through the use of the functionality described herein is deemed Confidential Information and is for Customer internal use only. The Customer shall not resell or provide any work product created by or derived from the Web Services functionality to any party without the prior written consent of S&S.

The Customer acknowledges that S&S will not guarantee or warrant backwards compatibility with existing systems as the Customer upgrades the Application Software. Additional rework may be required to ensure proper usage of the Web Services software as the Customer upgrades the Application Software.

The Customer acknowledges that S&S does not guarantee or warrant the security of the Web Service software. The Customer is responsible for security of the network that Web Services resides on.

The Customer acknowledges that the decision to develop, market and license the Web Services functionality is done at S&S' sole discretion. Additional fees may apply should S&S decide to make available additional functionality as part of Web Services and should the Customer desire to license this additional functionality.

PROPOSED HIGH LEVEL SCHEDULE

Proposed High Level Activities and Timeframe

To meet the project objectives, the following approach to implementation and delivery will be used. This planned three month timeline is subject to change as detailed project planning occurs. Please note, this duration is typical and expected for an upgrade of this nature.

High Level Activity	Timeframe
Contract Signing	
Project Kickoff	Month 1
Delivery of enQuesta Upgrade Project Plan	Month 1
enQuesta Training Environment Populated with the Customer Data	Month 2
End User Training	Month 2
Go-Live to Production of enQuesta 3e	Month 3
Transition to Support	Month 4

ASSUMPTIONS

Scope

As previously stated, the scope of the enQuesta upgrade is expected to migrate existing enQuesta business process, functionality and interfaces to enQuesta 3e in an as-is state (see "*Appendix - Attachment B – List of Interfaces*"). There are significant functional improvements made within enQuesta, some of which the Customer may wish to implement. All new features categorized as "Standard – Available for Use As-is" are included in scope, but the Customer may choose to implement some of these at a later date. Additional business process improvements and/or Optional features will be managed through the S&S Change Control process and evaluated for potential impact to scope, dollars, and time.

The Customer and S&S agree the scope is:

- Port forward existing enQuesta CIS functionality and interfaces (See "*Appendix – Attachment B – List of Information*") to enQuesta 3e in an as-is state.
- Delivery and implementation of enQuesta business process improvements as a replacement for existing enQuesta business processes that have not been retained (i.e., the manner in which a business process may operate is handled in enQuesta 3e in another way).
- Where existing business procedures have been retained and may be completed within enQuesta, and an alternative business process improvement has been introduced within enQuesta 3e as an option, the expectation is that the Customer will continue to utilize the legacy enQuesta process unless otherwise specified in the Statement of Work.
- S&S will port forward the existing TPHN IVR interface at go-live. S&S will also deploy the new Web Services IVR software, during the enQuesta 3e upgrade, in AUD's Train environment. S&S will provide the standard API and related documentation. Any changes or modifications to the standard API would be out of scope and subject to change control. S&S will assist AUD in working with the IVR vendor of choice to develop a mutually defined implementation approach. That approach may require a separate statement of work, as the content is unknown at this time. S&S technical services will be subject to resource availability and must be scheduled in advance.

Server Hardware

The Customer currently owns an IBM 9133-55A server with 4x1.65Ghz processors, 16GB of RAM and 8x146GB SCSI Hard Drives. This existing server will require a 2GB upgrade to the RAM in order to be sufficient for the upgrade to enQuesta 3e and the Reporting Portal.

This server with the additional RAM has been scoped to provide sufficient capacity to run the Customer's enQuesta Production and Training environment. However, should the Customer wish to implement new enQuesta software modules, including WebConnect, the Customer and S&S will need to mutually review these additional requirements.

As stated previously, during the enQuesta upgrade, the Customer will be required to provide both production legacy enQuesta environments (current) and enQuesta 3e Train/Test environments.

Additional Hardware

As mentioned previously, the migration to enQuesta will require that the Customer utilize PostScript capable printers to print enQuesta Work Orders, Letters and other documents.

enQuesta does not support pin feed or dot matrix printers. All laser printers and Cash Receipt printers must be network accessible via a TCP/IP address.

Out of Scope

Currently, the following tasks, services and functionality are defined to be Out of Scope. S&S looks forward to discussing whether and how these items may be included within the scope of the enQuesta upgrade.

- Any New Features categorized as "Optional – Requires Additional Services" unless otherwise specified in this Statement of Work.
- Any New Modules categorized as "Optional Module with License" unless otherwise specified in this Statement of Work.
- Any training of new or inexperienced enQuesta end users. It is expected that all of the Customer individuals that attend training will have prior enQuesta experience.
- Any Certified User or Trainer programs. S&S has both Certified User training and Certification Trainer programs available. In the future, the Customer may wish to add Certified training.
- Any upgrades to current production hardware unless explicitly stated within this Statement of Work. S&S expects that the Customer's current utilization of enQuesta (number of users, level of work, business procedures) will be similar under enQuesta 3e. The Customer and S&S will work together to assess system performance, if necessary and at the appropriate time.
- enQuesta Mobile - The enQuesta Mobile module and implementation services is not included in this proposal.
- Automated Meter Reading related analysis, process modifications or new software.
- Any 3rd party integration analysis unless explicitly stated within this Statement of Work.
- Any creation of a Query Server or dedicated Reporting Environment other than production enQuesta.
- Any Business Continuity or Disaster Recovery oriented services or solution.
- Delivery of any other newly licensed enQuesta software modules beyond those specified in this SOW.
- Any new or modified interfaces unless explicitly stated within this Statement of Work.
- Any changes to existing Bill Print formats unless otherwise specified in this Statement of Work.
- Any changes in existing business processes unless otherwise specified in this Statement of Work.
- Any Services required to design, create or convert the Customer's existing Cognos Impromptu reports above and beyond those described within this SOW.
- Any services to design or create new reports.

MAINTENANCE RELEASES

In order to ensure that the enQuesta system is kept up-to-date with enhancements and bug fixes, Customers are strongly encouraged to install the then-current Maintenance Release made available by S&S at least once per quarter. If a Maintenance Release has been made generally available by S&S that addresses a particular issue and a Customer subsequently contacts the S&S Help Desk regarding this issue but has not installed the applicable Maintenance Release, Customer will be required to install the Maintenance Release prior to assistance by S&S. If a Customer declines to install said Maintenance Release to remedy the issue, S&S reserves the right to charge the Customer on a time and material basis at then-current rates for effort incurred to resolve the issue.

Customer may need to install previously released Maintenance Releases prior to installing the then-current Maintenance Release in order to bring the Customer's environment to the most current level.

Maintenance Releases must be installed in their entirety. The Customer does not reserve the right to select which fixes/enhancements they wish to install.

PROJECT COMMUNICATION

Project Communication Plan

To properly set and manage expectations and to meet the project objectives, good communications are essential. To that end, the following documents the project communications and reporting structure and the methods that will be used to ensure timely dialogue between the Customer and S&S.

Project Communication Matrix

The Project Communication Matrix summarizes the types, participants and frequency of communication that will occur during the project. The Project Communication Matrix is a component of the overall Project Communication Plan. The other components of the Project Communication Plan include the Change Order process and Issue Escalation process. These additional components will be described and resolved with the Customer team during the project kickoff. See Attachment A – Project Communication Matrix.

Change Control Process

As the enQuesta project moves forward, the need for the Customer and S&S to discuss possible changes or modifications to the agreed upon scope of work will arise. To clearly communicate, successfully set expectations and keep the project on track, the Customer and S&S agree to work together to manage this Change Control process. Either the Customer or S&S Project Manager may initiate Change Control requests. For the Customer, the Customer Project Manager will fill out the Change Request Form and deliver it to the S&S Project Manager. The S&S Project Manager, as S&S' single point of contact, will log the request and begin the process of analyzing and scoping the implementation requirements, business impact, resource effort and potential impact to the project. The S&S Project Manager will return the Change Request Form to the Customer Project Manager detailing the Dollar Cost impact (positive or negative) and Project Schedule impact (positive or negative). The Customer Project Manager will review the completed Change Request with the Customer Team and inform S&S of the decision to Accept or Reject the Change. In the event of Acceptance, the Customer Project Manager will sign the Change Request Form and return it to the S&S Project Manager.

Issue Escalation Process

As with all projects, issues may arise that cannot be clearly resolved between the Customer and S&S Project Managers. Additionally, certain issues require resolution determined at the highest executive levels of decision-making. To provide for and manage these situations, the Issue Escalation process will be instituted. For both the Customer and S&S, the individuals authorized to initiate the escalation of an issue are each organizations' Project Managers.

Issues that require escalation in order to determine a resolution typically fall into one of two categories:

- 1) Issues owned by one organization (the Customer or S&S) that may / must be escalated through the chain of command and resolved internally within the owning organization. Typical examples would be business process decisions requiring Upper Management approval, such as the decision to streamline how fees are calculated for New Services / Permits.
- 2) Issues jointly owned that must be escalated through each organization's chain of command. Ultimately, a joint Steering Committee with executive

representation from both the Customer and S&S, will meet (frequency determined by the Project Communication Plan) and work to mutually settle issues and communicate the resolution back to the Project Team. Typical examples of these types of issues include those where mutual, consensus agreement must be reached. For example, post-contract signing project scope additions that will have resource requirement needs and possibly impact Milestone dates of the overall project.

APPENDIX - ATTACHMENT A – PROJECT COMMUNICATIONS MATRIX

Audience	Communication Frequency				What to Communicate					Format of Communication				
	Weekly	Bi-weekly	Monthly	Ad hoc	Goals	Progress / Status	Risks	Issues	Decisions	Written (fax/email)	Verbal	One to One	Group	Ad hoc
Executive Sponsors			X		X	X	X	X	X	X				
Customer Management Team		X		X	X	X	X	X	X	X	X			
Project Management Team	X	X		X	X	X	X	X	X	X	X	X	X	X
Project Core Team	X	X			X	X	X	X	X	X	X		X	
Extended Project Team (3rd Parties)				X				X	X	X		X	X	
Customer CSR's				X	X	X				X	X		X	X
Community				X	X					X			X	X

APPENDIX - ATTACHMENT B – INTERFACE LIST

S&S will port forward the following interfaces in their as-is state as described below:

Interface	Scope
ACH	Port forward existing ACH interface
Lockbox	Port forward existing Lockbox interface
Bill Print	Port forward existing Bill Print interface
Collection Agency	Port forward existing Collection Agency interface
Meter Reading	Port forward existing Meter Reading functionality
Hand Held	Port forward existing HH Upload and Download interfaces
G/L	Port forward existing G/L interface
IVR	Port forward existing IVR interface



Augusta Utilities Department

Augusta, GA



enQuesta™ 3e WebConnect & PayConnect

Statement of Work

November 8, 2007



Document Control

Distribution

Copy No.	Name	Location
1	S&S	
2	Augusta Utilities Department	
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INTRODUCTION

Background

Augusta Utilities Department (AUD) and Systems & Software, Inc. (S&S) have agreed to engage in the implementation of enQuesta™ 3e WebConnect (WebConnect) and the implementation of enQuesta 3e PayConnect (PayConnect). WebConnect provides AUD's customers web-based Internet access to specific enQuesta functionality. PayConnect uses personalized electronic transactions via Web, IVR and CSR channels to process payment transactions.

Objectives

- Enable AUD customers to experience benefits of Customer Self-Service.
- Enable AUD customers to have real-time access to the most common types of business functions a customer would wish to complete: inquiring on account balance & status, viewing consumption or billing history, or requesting a payment extension.
- Provide a secure environment to collect payments through the Web, IVR and CSR channels.

RESPONSIBILITIES

Project Responsibilities

For a project of this nature and in order to ensure a successful implementation of WebConnect and PayConnect, it is necessary for AUD and S&S to work cohesively as a team. To achieve this goal and set the proper expectations regarding roles and responsibilities, AUD and S&S will each maintain a set of general project duties. These general responsibilities include:

A. AUD - General Responsibilities

- I. Provide a dedicated AUD Project Manager to serve as the primary AUD point-of-contact for this project and represent AUD on the necessary project planning and implementation tasks and responsibilities.
- II. Assistance with overall project oversight and management to include ensuring availability of AUD's Functional Subject Matter Experts for input to and participation during: requirements, specifications, test plans creation and test plan execution activities.
- III. Sign off on project related documents and deliverables including: requirements; specifications; test plans developed and executed covering business critical functional areas, including interfaces.
- IV. AUD will have primary responsibility for testing functionality once deployed to the Train/Test environment, with guidance provided by S&S.
- V. AUD will have primary responsibility to create and execute a set of Test Cases that will ensure the system is tested thoroughly by AUD prior to go-live. S&S will provide a test case template, 2-3 sample test cases, a list of recommended processes and a testing dashboard template to keep track of pass/fail issues and related communication.
- VI. Ensure that key personnel successfully complete WebConnect and PayConnect training offered as outlined in this Statement of Work.
- VII. Provide proper seating space and meeting room space for those times when S&S will have an on-site project team. At a minimum, this should have comfortable desk space for up to 6 people in one room to include accommodating the S&S' employee's laptop.
- VIII. Provide proper meeting room space to serve as a Project Conference room, as necessary. Meetings will typically range from 4 to 8 people.
- IX. Provide proper and adequate hardware and software environments that will enable current enQuesta Production and enQuesta Train/Test environments to be run successfully for the purposes of initially testing WebConnect and PayConnect and then completing the Production go-live.
- X. Provide proper and adequate hardware and software environments that will enable WebConnect to be run successfully, per S&S recommendations.
 - a. S&S has included hardware recommendations regarding the required server specifications in the Pricing and Payment Schedule document, including CPU,

Operating System, Memory, and Disk Space. RMUD will ensure that the server hardware will adhere to these minimum requirements.

1. Since AUD has chosen to purchase the recommended hardware from a vendor other than S&S, S&S must certify the hardware to ensure that it aligns with the recommended specifications.
 2. The WebConnect Server must be in place and configured within 45 days after contract signing or as specified by the project plan.
- XI. WebConnect will be deployed on dedicated hardware behind Firewall within a Demilitarized Zone (DMZ) at the customer site. The firewall should provide access to standard HTTP/HTTPS ports from Internet and allow transfer traffic between WebConnect and enQuesta as well between WebConnect and the Payment Provider.
- XII. Adherence to all enQuesta 3rd Party Software maintenance requirements, for both of AUD's enQuesta environments (Production and Train) including:
- a. In order to support a customer facing web application such as WebConnect, Oracle 10g must be licensed per processor, not by named user.
- XIII. Adherence to enQuesta Client PC Hardware and Software requirements and the following WebConnect Client PC Hardware & Software requirements, including:
- a. Personal computers, which will be accessing WebConnect, should have Internet Explorer 6.0 SP1 or above installed. Screen resolution should be at least 1024 x 768.
 - b. Personal computers, which will be accessing WebConnect and wish to take advantage of WebConnect's ability to export Excel type information, will need to have Microsoft Excel or an Excel viewer installed.
- XIV. Responsibility for the WebConnect end-user technical support of Internet Explorer.
- XV. Responsible for leading the Simulation activities, as further described in this Statement of Work.
- XVI. Management and scheduling of AUD resources and AUD's third party vendors.
- XVII. Adherence to the Systems & Software Support Program Guidelines.

B. S&S - General Responsibilities

- I. Overall Project Management and adherence with the Project Communications Plan, including the providing and updating of Project Plans and monthly Status Reports, to ensure the successful, on-time delivery and implementation of WebConnect and PayConnect.
- II. Delivery of WebConnect and PayConnect training for AUD's core-team and key personnel. S&S will provide training as described in this Statement of Work.
- III. S&S maintains primary responsibility for testing the initial deployment of WebConnect and PayConnect to AUD's Train/Test environment. This testing includes all integration testing to any third-party systems and the enQuesta CIS system.

- IV. Project Management, Implementation, Documentation, Go-Live and Support Services to be provided remotely, during normal business hours, unless otherwise specified in this Statement of Work. Specific details of each activity are more thoroughly described below under "Description – High Level Project Activities".
- V. Perform technical certification of WebConnect server if procured directly by AUD.
- VI. Ensure secure communication between WebConnect, PayConnect and enQuesta.
- VII. At no point shall S&S become involved with the oversight or scheduling of AUD resources or AUD third party vendors, unless explicitly stated otherwise in this Statement of Work. In the event that the project is delayed or deviates from the project plan due to the scheduling of AUD resources or AUD third party vendors, the scope of the project may change and be subject to Change Order.
- VIII. Adherence to the Systems & Software Support Program Guidelines.

Description – High Level Project Activities

The following describes the high level project activities, services and scope of AUD's WebConnect and PayConnect project:

- A. Project Management – S&S' Project Manager and AUD's Project Manager will work together to ensure that project dates and activities are reasonable, that the necessary resources from each side are scheduled and that internal communication, within the respective organizations, is clear.

For S&S tasks, the S&S Project Manager is responsible for the overall execution of the formal project plan and for adhering to the communication plan. The communications plan details the frequency of joint Core Team meetings and status reports as well as specifies the Change Management and Issue Resolution processes. The project plan and communications plan serve as the roadmaps which outline the required steps to successfully and efficiently implement WebConnect and PayConnect and communicate effectively throughout the project.

- B. Implementation & Testing – The Implementation and Testing activities involve implementing and verifying the appropriate WebConnect and PayConnect system configuration in a Train/Test environment preceding the deployment to Production.

During this phase, WebConnect and PayConnect will be deployed, interfaced to the Train/Test environment on the AUD's server. This environment will serve as the environment in which Application Testing, and end-user Training are conducted. When, per the project plan dates, WebConnect and PayConnect are operating properly, the next steps towards Simulation and then production Go-Live will commence. Configuration will be provided for ten (10) WebConnect ports.

AUD maintains primary responsibility for testing WebConnect and PayConnect functionality once deployed to the Train/Test environment, with guidance provided by S&S.

- C. Training – AUD's System Administrator will participate in S&S' remote WebConnect Application and System Administration training program, for a total duration of two (2) hours. Application training will include the navigation and use of WebConnect from the AUD's customer perspective, as well as the Inquiry & Navigation Portal characteristics of a customer using WebConnect. System Administration Training will include the interaction between enQuesta and the WebConnect environment, as well as high-level troubleshooting techniques.

AUD's System Administrator will participate in S&S' PayConnect Application training program, in addition to other key Customer Service personnel. The training is typically delivered via WebEx sessions with the total duration dependent on the package/features selected. Onsite training, although not required, is available at an additional cost. Application training will include the navigation and use of PayConnect, configuration, administrative reporting and basic troubleshooting techniques.

- D. Simulation – An additional level of testing will be introduced for the WebConnect and PayConnect implementation. The objective is to further reduce project risk and ensure that the actual Go-Live is as seamless and problem free as possible. In order to achieve this, AUD will initiate Simulation to take place prior to the actual Go-Live. The Simulation will simulate the actual Go-Live by using AUD employees to simulate the activities of AUD customers, providing a 'dry-run' of the Go-Live. AUD will bear the majority of responsibility for Simulation and will lead, project manage and execute on the majority of testing related activities. S&S will participate by aiding in the Project Management and responding to and resolving issues. S&S will support simulation activity, remotely, from Vermont.

- E. Go-Live and Go-Live Support – S&S strives to make the actual cutover, or Go-Live, to be as much of a “non-event” as possible. Strong project planning and execution should lead to the Go-Live being as smooth, productive and least disruptive as possible. S&S will execute the Go-Live plan, which will include the “turning on” of the configured WebConnect and PayConnect environments. S&S staff may be on-site over the Go-Live weekend, as well as during the initial business days after Go-Live, to aid in any issue resolution and to offer mentoring and assistance.

Upon completion of the Go-Live, when the customer is live on WebConnect and PayConnect in their production environment, S&S will provide production-critical, support services from S&S’ facility in Vermont. Outstanding issues and remaining project deliverables are documented and prioritized. Periodic status reviews, via phone or video conference, are held between AUD and S&S project teams to address outstanding project items.

Web Services License

To facilitate certain business needs of AUD, S&S hereby grants license to the WebConnect and PayConnect Web Services API software ("Web Services"). This software is provided subject to the terms and conditions contained herein. This Web Services Supplement (the "Supplement") shall be in effect as long as AUD has a valid Annual Software Maintenance & Support Contract with S&S and, consequently, a valid license to use the Application Software.

AUD may invoke the Web Services via an HTTP post. The Web Services invocation request is formatted as a SOAP XML message, as is the response.

AUD acknowledges that use of the S&S proprietary Web Services functionality is limited to AUD internal use only as defined in this Agreement. Use of the Web Services functionality by third parties and interfacing of the Web Services functionality to third party software products is strictly prohibited without the prior written consent of S&S. In the event that S&S grants written permission for third parties to access this functionality, said third party shall be required to enter into a separate Web Services Supplement with S&S. Granting of additional Supplements to third parties shall be at S&S' sole discretion and additional fees may apply. It shall be the responsibility of AUD to ensure that all required written consents and additional Web Services Supplements are obtained prior to access to the Web Services functionality by third parties.

AUD acknowledges that throughout the term of this Supplement, S&S shall have the right to audit the usage of the Web Services software to ensure that appropriate documentation has been obtained by AUD for all users of the Web Services software.

AUD acknowledges that all work product created or derived through the use of the functionality described herein is deemed Confidential Information and is for AUD internal use only. AUD shall not resell or provide any work product created by or derived from the Web Services functionality to any party without the prior written consent of S&S.

AUD acknowledges that S&S will not guarantee or warrant backwards compatibility with existing systems as AUD upgrades the Application Software. Additional rework may be required to ensure proper usage of the Web Services software as AUD upgrades the Application Software.

AUD acknowledges that S&S does not guarantee or warrant the security of the Web Service software. AUD is responsible for security of the network that Web Services resides on.

AUD acknowledges that the decision to develop, market and license the Web Services functionality is done at S&S' sole discretion. Additional fees may apply should S&S decide to make available additional functionality as part of Web Services and should AUD desire to license this additional functionality.

PROPOSED HIGH LEVEL SCHEDULE

Proposed High Level Activities and Timeframe

To meet the project objectives, the following approach to implementation and delivery has been discussed and is recommended.

High Level Activity	Timeframe
Contract Signing	Month 0
Project Kickoff	↓
WebConnect/PayConnect environment available	
AUD – Testing of Functional Deliverables	
Go-Live of WebConnect & PayConnect (post enQuesta 3e Go-Live)	TBD

This proposed timeline is a preliminary estimate and is subject to change as detailed project planning occurs throughout the course of the project.

IMPLEMENTATION SCOPE

The scope of this project will include an implementation of WebConnect and PayConnect. The specific WebConnect and PayConnect scope includes:

WebConnect Functionality

Functionality	Description
Standard Access	Limited access that does not require user ID or password. Provides limited content and functionality including: Consumption History, Billing History, Payment History, FAQ, Terms and Conditions and Account Summary information. There will be two types of standard access: premise- and account-based. Utilities can have either type of access, or both, configured. Premise-based access requires address to retrieve information while Account number-based access requires enQuesta account number to retrieve information.
Premium Access - Customer Setup of Web Account	Over Web, Customer may use combination of Account Number and Last 4 digits of SSN to initially setup a new WebConnect account. An alternative will be Account Number and Home Telephone Number. Customers who do not know their SSN will call AUD during business hours and speak with a CSR to establish access. AUD assumes responsibility for ensuring proper authorized individuals are "set up". AUD will provide the last 4 digits of the SSN for gaining access to setup a WebConnect account. Customer will proceed to account setup to then establish the new account. Customer may select unique Userid – Alphanumeric with a minimum length of 6 characters and maximum length of 60 characters Customer may select password – Alphanumeric, case-sensitive with a minimum length of 6 characters and maximum length of 12 characters Customer will be required to provide valid email address. This email address will required to complete the online setup process Customer will be required to select and answer 1 "secret question" with the answer being used to authenticate identity should the user forget their ID or Password. When the correct answer is given to the "secret question", a temporary password for that WebConnect account will be emailed to user's email address on file. When user enters Userid and temporary password, they will be prompted to enter a new, permanent password.
Account Summary	Customers will be able to view such information as account owner, current balance, current & past due amounts and last payment date
Billing History	Customers will be able to view a tabular list of the detail of previous Bills including such information as Bill date, Consumption and Bill Amount including Past Due Charges. The number of months of billing history available is configurable by the utility.

	Billing History will be able to be exported out to Excel with the single click of an icon.
Consumption History	Customers will be able to view a tabular list of the detail of the last 12 Readings including such information as Reading Date, Prior Reading, Current Reading and Total Consumption. Customer will have the option of viewing Consumption History in either tabular form or in a graphical bar format. Consumption History will be able to be exported out to Excel with the single click of an icon.
Bill Presentment	Customers will be able to view a bill image. This will be the same bill image format as is available through enQuesta. No actual integration to an imaging system is required or planned for.
Electronic Bill Notification	Customers can choose to receive an e-mail notification that their bill is ready to be viewed on-line. The email will contain a link that will the customer to WebConnect where they can log in and then view and pay the bill.
Change Password	Standard change password screen.
Frequently Asked Questions (FAQ)	8 standard, pre-defined frequently asked questions. AUD may configure as many additional frequently asked questions as they require. Any configuration of frequently asked questions above and beyond the standard 8 provided by S&S is outside the scope of this project.
User Administration	The WebConnect enrolled user will be able to change settings on his/her WebConnect account such as change password, change email address and add/remove enQuesta accounts. The enQuesta operator will be able to manage WebConnect user accounts, reset a WebConnect enrolled user's password and create a WebConnect account for a customer.
Configuration Toolset	Utility website administrators will be able to control some of the content of the WebConnect portion of their website, such as the number of months of history is displayed and the number of viewable bill images. They will also have the ability to manage the content of selected areas of Account Information and Service Request screens: e.g., add a message at the bottom of Billing History, or perhaps a link to pay your bill.
Override Internet Explorer Local Auto-fill Settings	A WebConnect administrator at the utility will have the option for WebConnect to override the local Internet Explorer auto-fill settings such that Login Name and Password fields will not auto-fill even if the local Internet Explorer settings are set to auto-fill. This will be handled at the server level.
Utility Uploaded Forms	A WebConnect administrator at the utility can upload selected forms in any binary format.

WebConnect Usage and Administrative Reporting	The ability to understand what percentage of your enQuesta accounts use WebConnect and what volume of your service orders are generated through WebConnect will be available and the number of new WebConnect accounts.
Payment History	Customers will be able to view every payment transaction made for each enQuesta account being managed by the WebConnect enrolled user. Payment History will be able to be exported out to Excel with the single click of an icon.
Service Requests (Work Management)	The WebConnect enrolled user will be able to initiate any of the service requests enabled by the utility for WebConnect. Some service requests may require the enrolled user to enter additional information. The following service requests may be enabled by the utility for WebConnect: • Change of mailing address and phone number • Transfer of Service (not available in real-time) • Disconnect Service (not available in real-time) • Promise to Pay • Electronic Bill Delivery Signup • Recurring ACH Payment Signup • Report Outage • Generic Question/Message Note: Not all service requests are processed in real time. Some are processed with CSR intervention. Real-time service requests will automatically update enQuesta after the Enrolled User initiates the request. The Enrolled User will get an e-mail from the utility upon completion of the request. Real-time with utility-approval service requests function similarly to Real-time requests, but require the approval of the utility before completing the request. Approval is done by authorized utility personnel, through a single-click interface in enQuesta; there is no need to manually open an enQuesta Work Order. The Enrolled User will get an e-mail from the utility upon submission and completion of the request.
Service Request History	Customers will be able to view service order requests for each enQuesta account being managed by the WebConnect enrolled user. The utility has two options for the service order history that is available to their customers via WebConnect: • View all WebConnect-initiated Service Requests • View selected enQuesta-initiated Work Orders (which Work Orders to be viewed can be configurable by utility)

PayConnect Functionality

Functionality	Description
One-Time, Electronic Payment Processing	Customer initiated one-time payments via WebConnect or through IVR integration (also available directly through 800 #). Call Center initiated one-time payments directly from enQuesta. Payment channels include Web, IVR and Call Center. Immediate update of customer's account balance via credit card, debit card or checking account. Real-time validation of account information and payment authorization and capture. Consolidation with enrolled payment remittance data for daily posting and settlement within enQuesta A/R. Capture of e-mail address and customer name for internal reporting and tracking of the transactions. Supports both enrolled and non-enrolled payment profiles. Credit cards supported include Visa and MasterCard as well as Debit, Pinless Debit and ACH.
Recurring, Pre-Authorized Payment Processing	Customer initiated recurring payments based on multiple parameters via WebConnect. Call Center CSR-assisted enrollment for Recurring payments also available. Payment channels include Web and Call Center. Immediate update of customer's account balance via credit card, debit card or checking account. Real-time validation of account information and payment authorization and capture. Consolidation with one-time payment remittance data for daily posting and settlement within enQuesta A/R. Capture of e-mail address and customer name for internal reporting, messaging and tracking of the transactions. Requires enrolled payment profile. Credit cards supported include Visa and MasterCard as well as Debit, Pinless Debit and ACH.
PayConnect Reporting	Daily generation of reports, sourced via a web browser, can be downloaded in multiple formats. Reports include specifics on the payors (account number and name) and payment specifics (amount of payment and date of payment clearing). Audit – The Audit Report provides reporting, monitoring and analysis of data management components (data receipt, release, storage, archival, communication) and user community activity information.

	Customer – The Customer Report provides tracking and reporting of the activity of the Customer Community with a high level of granularity. Payment - The Payment tracking and reporting tools allows for a series of reports and usage activity analysis details associated with the customer community's payment account management and scheduling activities. Payment Manager - Allows authorized personnel to access payment transactional and analytical data that is sourced from a pre-configured online reporting tool with multiple search and retrieval criteria. This timely payment information can be utilized to support online inquiries and to resolve customer care issues.
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SCOPE CLARIFICATIONS AND ASSUMPTIONS

Out of Scope

The following items are specifically deemed to be outside of the scope of this engagement. Both AUD and S&S agree to reserve the right to enter into negotiations covering items currently known to be outside of scope or not yet currently defined. It is acknowledged that those negotiations would potentially lead to a Scope Amendment (Change Order or Contract Amendment) to this project or a separately defined project.

- Any Services or Software required to implement Electronic Bill Payment & Presentment (EBPP) above and beyond that which is described in this Statement of Work.
- Any Services required to implement any additional WebConnect or PayConnect functionality, above and beyond that which is described in this Statement of Work.

MAINTENANCE RELEASES

In order to ensure that the enQuesta system is kept up-to-date with enhancements and bug fixes, Customers are strongly encouraged to install the then-current Maintenance Release made available by S&S at least once per quarter. If a Maintenance Release has been made generally available by S&S that addresses a particular issue and a Customer subsequently contacts the S&S Help Desk regarding this issue but has not installed the applicable Maintenance Release, Customer will be required to install the Maintenance Release prior to assistance by S&S. If a Customer declines to install said Maintenance Release to remedy the issue, S&S reserves the right to charge the Customer on a time and material basis at then-current rates for effort incurred to resolve the issue.

Customer may need to install previously released Maintenance Releases prior to installing the then-current Maintenance Release in order to bring the Customer's environment to the most current level.

Maintenance Releases must be installed in their entirety. The Customer does not reserve the right to select which fixes/enhancements they wish to install.

Vendor Remote Network Access

Policy and Procedures

Purpose

The purpose of this policy is to ensure that a secure method of connectivity is provided between Augusta-Richmond County and the vendor and to provide guidelines for the use of the network and computing resources associated with the remote connectivity in order to ensure the safety, integrity, and operability of Augusta-Richmond County Information Systems.

Scope

This policy applies to all Augusta-Richmond County systems, application and/or servers/devices requiring support by external vendors on behalf of Augusta-Richmond County.

Definitions

A Virtual Private Network (VPN) provides a secure network connection over the Internet between an individual and a private network (164 bit encryption). By utilizing the public Internet for data transport, VPN provides a low cost solution to remote access or connectivity.

Policy

A. Vendor Remote Access Request and Approvals

All requests for remote access for vendors must be made in advance through the Project Leader responsible for the vendor. It is the Project Leader's responsibility to ensure that the vendor has provided all of the required information in the proper format.

All vendor remote access requests must first have the Assistant Director of the Business Application Services signature for approval as well as the Director of Information Technology.

As part of the request and approval process, the technical and administrative contact within the vendor's organization or someone at a higher level within the company will be required to read and sign the VPN Access policy form and any additional documents, such as the Augusta-Richmond County Non-Disclosure Agreement.

Once Vendor Remote Access has been approved, it is valid until changes in this policy or technology make it necessary, in Augusta's estimation, to require a new form to be filed.

Remote Access will only be available to Vendors that have signed Annual Support and Maintenance Contracts with Augusta.

B. Connectivity

1. The vendor will be required to use Augusta-Richmond County's standard method for connecting to the network. The current standard method is Cisco's VPN client.
2. The vendor will be given a unique user ID and password to authenticate the VPN access. The password may be subject to regular changes.
3. Only one person may be connected to the VPN at any given time.
4. Access will be restricted to only the servers located in IT that were approved for the vendor.
5. Access will be restricted to only the ports necessary for connectivity.
6. Access will not be open 24/7. The vendor must request access every time it is necessary and only during business hours of 8:30am – 5:00pm EST. Access outside of these hours may be requested but will need additional approval and will be handled on a case by case situation.

C. Vendor Request Process

1. The vendor will contact the Project Leader to request access.
2. The Project Leader is responsible for logging the request for access and justification in the change control log.
3. The Project Leader will document reason for access and email **Firewall Administrators** to have the VPN opened.
4. A firewall administrator will open the VPN and reply to the Project Leader's email notifying them it has been opened.
5. Once the vendor has completed their work and the application has been tested, they will notify the Project Leader that the work is complete.

D. Network Security

1. Vendor will allow only the vendor's employees approved in advance by Augusta-Richmond County to access the network connection. Vendor shall be solely responsible for ensuring that Authorized Vendor Employees are not security risks, and upon Augusta-Richmond County's request, Vendor will provide Augusta-Richmond County with any information reasonably necessary for Augusta-Richmond County to evaluate security issues relating to any Authorized Vendor Employee.
2. Vendor will promptly notify Augusta-Richmond County whenever any Authorized Vendor Employee leaves the Vendor's employ or no longer requires access to the Network Connection.
3. Each party will be solely responsible for the selection, implementation and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration or destruction.
4. Vendor shall notify Augusta-Richmond County in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in vendor's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.

E. Protection of Augusta-Richmond County Private Information and Resources

The Augusta-Richmond County network support group responsible for the installation and configuration of a specific vendor connection must ensure that all possible measures have been taken to protect the integrity and privacy of Augusta-Richmond County confidential information. At no time should Augusta-Richmond County rely on access/authorization control mechanisms at the vendor's site to protect or prohibit access to Augusta-Richmond County confidential information.

Augusta-Richmond County shall not have any responsibility for ensuring the protection of vendor information. The vendor shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

F. Audit and Review of Vendor Network Connections

All aspects of the vendor network connections up to, but not including Augusta-Richmond County firewall, will be monitored by the appropriate IT staff. Where possible automated tools will be used to audit tasks. Monthly reports should be generated on the authentication database showing the specific login entries.

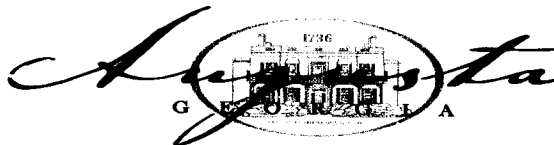
All vendor network connections will be reviewed on a quarterly basis and information regarding specific vendor network connection will be updated as necessary. Obsolete vendor network connections will be terminated following confirmation with the Project Leader that the connection is indeed obsolete.

G. Augusta-Richmond County IT Security

Augusta-Richmond County IT Security has the responsibility for maintaining related policies and standards. IT Security will also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision.

H. Enforcement

Any vendor found in violation of this policy will be subject to, but not limited to, loss of VPN privileges and other action up to and including dissolution of contract and/or legal action if Augusta systems are compromised.



**Sole Source Justification (Reference Article 6, Procurement Source Selection
Methods and Contract Awards, § 1-10-49. SOLE SOURCE PROCUREMENT**

Vendor: Systems & Software
& Enhancements

Commodity: Billing Software Upgrade

Estimated annual expenditure for the above commodity or service: \$ 280,000

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- _____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- _____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- _____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- _____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- ___ SJL _____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Steven J. Little Department: Utilities

Date: 12/27/07

Department Head Signature:

[Signature]
For Mr. Hoke

Date: 12/27/07

Approval Authority:

Date:

COMMENTS:

From: Mike Blanchard
Sent: Thursday, December 27, 2007 11:51 AM
To: Steve Little
Subject: Sole Source Form
Steve,

IF for some reason Tameka does not get a chance to do the sole source form before she leaves today (I know that the municipal building closure is throwing things out of whack), then this is how I would like to proceed:

1. You can download and fill out the sold source form from the Procurement Department citynet site.
2. You need to choose the option that sounds most like "we are buying an extension of an existing product.." or something like that.
3. Attach this email so that IT approval is included even though you, I presume, are signing the document. The documentation below should suffice:

Information Technology Sole Source Review:

IT has reviewed the documentation related to the enQuesta upgrade and concurs with AUD that expanding the capabilities of the current Customer Information System (CIS) from Systems & Software should be considered to be a "sole source" vendor and project. The reason for this is that the features which are being purchased as part of this upgrade will be fully integrated with our current CIS since they are from the same vendor and have been designed to work together from their inception. To seek out a new vendor for these functions would necessitate major project delays (due to creation, release, and evaluation of an RFP, plus product customization), in addition to duplicating some of the same problems which the proposed upgrade will correct.

Do not hesitate to call me here at home if you have any questions. 706-855-5461.

Thanks,

Michael F. Blanchard
Assistant Director - Business Application Services
Augusta, GA Information Technology Department
Phone: 706-821-2862
blanchard@augustaga.gov
www.augustaga.gov