

CONSENT AGENDA
ITEM NO. 39

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Manuela Gomez Shannon, P.E.; Doug Yerkes, Ph.D., P.E.; Andrew Martin; Louis A. Lendman; Milo D. Nitschke; Janie Cantu; Eloy Rosales; file

SUBJECT: Web-based Street Cutting Permit Application and Web Hosting Service Agreement

DATE: December 18, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the procurement of Right-of-Way Management funded high technology application services, and authorizes a technology services agreement with Traverse Technologies in an amount not to exceed \$35,000.00 for the programming and installation of a Web-based Street Cut Permitting Application Software. This ordinance will become effective immediately upon approval.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

In January of 2001, the City Council approved a Right-of-Way Ordinance, which included provisions for the implementation of Right-of-Way Management policies. These policies are consistent with the City Council's goals to reduce public inconvenience, improve utility coordination, protect the City's investment and guarantee proper street repairs and include requirements for compliance with street restoration construction standards and increased construction inspection. On-line permitting, registration, and the submittal of maps and excavation plans in an electronic format are essential for the effective management of the street cut permitting process. This contract was completed and has been operational since May 2001.

City Ordinance Number 95735, passed and approved on May 9, 2002 authorized a Technology Services Agreement in the amount of \$250,000.00 with Syncline, Inc. for the design and upgrades to the City of San Antonio Street Cut Permit Application web page. This enhanced web-site incorporates the Geographic Information System (GIS) for tracking and application of permits by City staff and the public and includes invoicing features that facilitate payments for fees and permits.

On October 14, 2003 Syncline, Inc. filed for Chapter 7 Bankruptcy, with the Federal Bankruptcy Court in Boston, Mass., and is no longer a solvent entity. The Court has frozen all of the company's assets, including the City of San Antonio's website data and Syncline Inc.'s ability to continue hosting the City's application. As a result, the application and operation of this system has been terminated since November 11, 2003. This has resulted in the inconvenience to the public and the loss of City resources. The Right-of-Way Division now has to manually process approximately 1,200-1,500 Right-of-Way permits a month. This severely impairs the division's ability to respond to Right-of-Way users within the 10-day time frame prescribed by the City's Right-of-Way Ordinance.

The City of San Antonio's Litigation Department is diligently pursuing the return of the City's assets from the Bankruptcy Trustee. In the interim, this ordinance authorizes a technology services agreement with Traverse Technologies, which is familiar with the intellectual properties of the system as well as design and architecture of the current system, for the programming and installation of the application that will provide the City with the capability to host the Right-of-Way Management Web-based Street Cut Permitting Application in-house and will re-instate the web-based services by a proposed date of January 19, 2003. Our proposal is to have the application installed during the week of January 12-16, 2004. Traverse Technology will assist City staff in the programming and set-up of the application, and with the importation of all the data and source codes required to host and maintain the City's web site. The City's Information Technology Services Department is providing, on an interim basis, the hardware and software necessary for the City's operation as the web-site host.

POLICY ANALYSIS

A high technology application services contract was solicited from Traverse Technologies with the City Manager's Office approval. Approval of this ordinance will ensure the preservation of extensive data and will allow the Right-of-Way Management Division of Public Works to continue to provide the web-based permitting application service to the public. This action is consistent with the terms and conditions of the original contract authorizing the purchase and installation of the web-based street cut permitting application. This will ensure the preservation of two and one-half years of data and the continuation of web-based permitting application services provided by the Public Works Department's Right-of-Way Division.

FISCAL IMPACT

This is a one-time capital improvement expenditure and authorized in the FY 04-09 Capital Improvement Budget. Funds in the amount of \$35,000.00 are available from the Right-of-Way Management Operating Fund and are authorized payable to Traverse Technologies.

COORDINATION

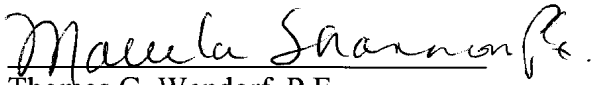
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City's Attorney's Office, the Purchasing Department and the Information Technology Services Department.

SUPPLEMENTARY COMMENTS

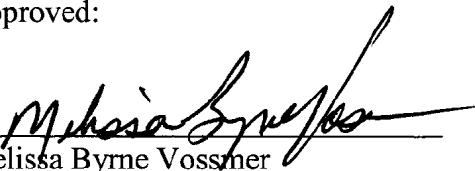
The required Discretionary Contracts Disclosure Form is attached.

ATTACHMENTS

1. Proposal of Traverse Technologies
2. Technology Services Agreement with Traverse Technologies
3. Certificate of Exemption from Competitive Bidding
4. Discretionary Contracts Disclosure Form

for 
Thomas G. Wendorf, P.E.
Director of Public Works

Approved:


Melissa Byrne Vossner
Assistant City Manager


Terry M. Brechtel
City Manager



San Antonio, TX

Proposal Deployment and Configuration of Street-cut Permit System

Prepared for:

Eloy Rosales
5103 Old Hwy 90 West
San Antonio, TX 78227

By:

Traverse Technologies Inc.
72 Maple St.
West Newbury, MA 01985

1 Introduction

Traverse Technologies is pleased to present this proposal for Task 1: Installation and Configuration of the San Antonio Street-Cut Permit Module to the City of San Antonio at the request of Eloy Rosales. The installation is to occur on-site on City owned and operated servers. The basis of this proposal is the value that can be added to San Antonio's street department by moving the previously hosted street-cut permit application in-house.

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3 Vitals

3.1 Personnel

3.1.a Project Lead

Matthew Gentile

3.1.b Technical Lead

Josh Lieberman, Enterprise Architecture

Carleton Tsui, Enterprise Development

3.2 Milestones

3.2.a Start Date

3.2.b End Date

3.3 General Assumptions

Traverse Technologies, through correspondence with City of San Antonio personnel has developed an understanding of the critical business issues addressed by this Statement of Work.

This Statement of Work and Traverse's costs to perform the Statement of Work (SOW) are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix A, "Project Change Control Procedure".

- A Project Change Request form (PCR) will be completed for any change request.
- Access to project documentation (proposals, statements of work, timelines, specifications, etc.) and requisite IT personnel will be provided.
- This Statement of Work covers only activities described in this document.

3.4 Facilities and Technology Assumptions

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to Traverse Technologies. Traverse's performance is predicated upon the following responsibilities being fulfilled by the client.

Office Space and Other Facilities

- Client will provide suitable office space, office supplies, furniture, telephone, printer, fax services and other facilities equivalent to those provided to City employees for the Traverse Technologies project team while working on premises if needed.
- Workstations, workstation software, LAN connections and access to servers are installed and available as required by the project work plan for project planning, tracking, documentation, and reporting activities

Hardware and Software

- City is responsible for providing and configuring all required hardware.
- City is responsible for providing valid licenses for all third party software that may be required as part of this solution.
- City is responsible for installing and configuring all third party software, where applicable.

Client Personnel

- City will designate a Project Manager to work with Traverse for the duration of the project.
- The City Project Manager will review and approve or reject all deliverables within five (5) business days from receipt. Approval will be assumed if notification of rejection is not received at the end of five (5) business days.
- All personnel identified as necessary to the success of this project should attend the project kick-off meeting.

4 About Traverse

4.1 Vision – Technology – Execution

Comprising the core members of the Syncline management, engineering and business process team, Traverse Technologies brings tremendous experience in enabling organizations to capture a return on investment in geospatial infrastructure by deploying true interoperability for enterprise spatial data systems.

The Traverse Technology Vision enables:

- **Transformation of business processes** with user/role specific productivity tools ranging from internet enabled applications to sophisticated desktop applications.
- **Common workflow, content and metadata management** for all deployed services and applications via shared access to distributed content (geospatial data, non-spatial data, and metadata).
- **Role-based access to distributed data** without requiring centralized data storage, centralized data management, or specific vendor software.

The Traverse Technologies Vision enables the higher level of technological integration required for e-government including Homeland Security, Defense & Intelligence, and the myriad of civilian obligations that all demand the timely collaborative exchange, display and analysis of spatial data.

Central to the Traverse Vision is real integration of enterprise-scale, distributed geospatial applications that manage mission critical data, metadata, workflow, and role-based user access.

Traverse Technologies enables organizations to support the critical business objectives of the organization.

4.2 Successful Relevant Experience

The Traverse Technologies team comprises the former Syncline, Inc. engineers responsible for the design, development, deployment, hosting and maintenance of the MapCiti Street Cut Permit Module developed for the City of San Antonio.

San Antonio, TX -- On-Line Permitting with Work-Flow & Integrated GIS

Year Begun: 2001

Duration: 1 year

Target Audience: Internal state government and private sector

Number of Users: Hundreds – 70,000 permits per year

No. of Vendor Consultants: 5

Reference: Joe Chapa

510 S. Frio St

San Antonio, TX 78207

(210) 207-6987

jchapa@sanantonio.gov

Products & Technologies Used: Oracle, BEA Web Logic, ArcIMS, ArcSDE, J2EE (server side), Java, Javascript
Other: See article in Fall 2002 *Government Matters*

4.3 Project Report:

The engagement with the City of San Antonio involved the deployment and customization of the MapCiti Permit Module. This web-based permitting service tracks and maps permit activity, providing location-based intelligence not found in other Web permitting applications. By leveraging the interactive mapping capabilities the Permit Module enables administrators to create and share maps that display the location of all permit activity. Knowing the location of permit activity allows officials to improve permit review and inspection assignments, to coordinate efforts and to make more informed decisions.

As the public becomes accustomed to more advanced technology at home and in the workplace, higher demands were being placed upon San Antonio's government to make more services available over the Web. The Permit Module addresses these rising expectations by automating many of the steps involved in permitting and eliminating the problems and delays associated with traditional front counter, paper-based permitting systems. Working closely with the City of San Antonio to customize the Permitting Module to meet their needs and ultimately replace an antiquated paper-based system which served 80,000 - 100,000 permits per year.

4.3.0.1 A Flexible System

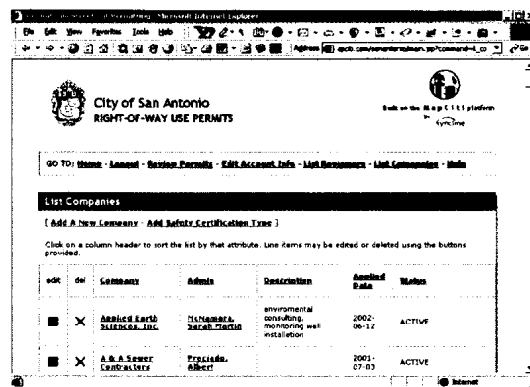
As a browser-based service available for either internet or intranet deployment, the Permit Module helps cities, towns, counties and government agencies provide a superior level of service to their communities around the clock, 365 days a year.

Since the Permit Module is a completely Web-based service, administrators and registered permit applicants need only a Web browser to use the service. To apply for a new permit using the Permit Module, applicants fill out online forms that automatically validate data as it is entered and stored. It dynamically generates permit fees according to project type or any other criteria defined by the issuing authority.

Applicants can use the Permit Module to monitor the status of individual permits or to access visual references of all activities in which their organization is involved.

4.3.0.2 Autonomous Approval Process

The Permit Module is designed to reduce the administration associated with the permitting process. Intelligently designed, the permitting module provides approval workflow by which new companies can sign themselves up with the system. New companies applications are reviewed and activated by a city administrator. In turn, the approval and activation of



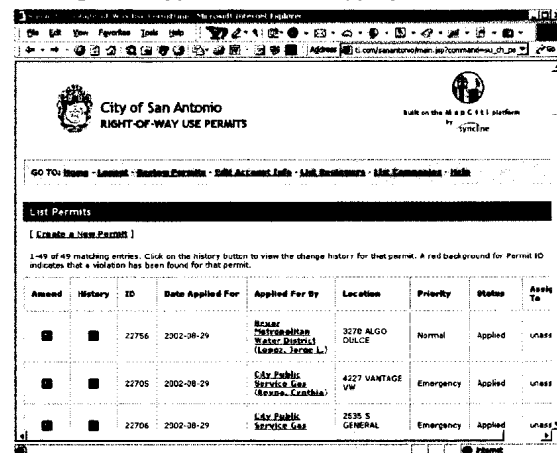
company employees is managed by an analogous workflow process which is made available to approved companies in the system. This "two-tiered" workflow

process intelligently divides the labor between the administering municipality and the constituent companies, thereby reducing overall work at the city level.

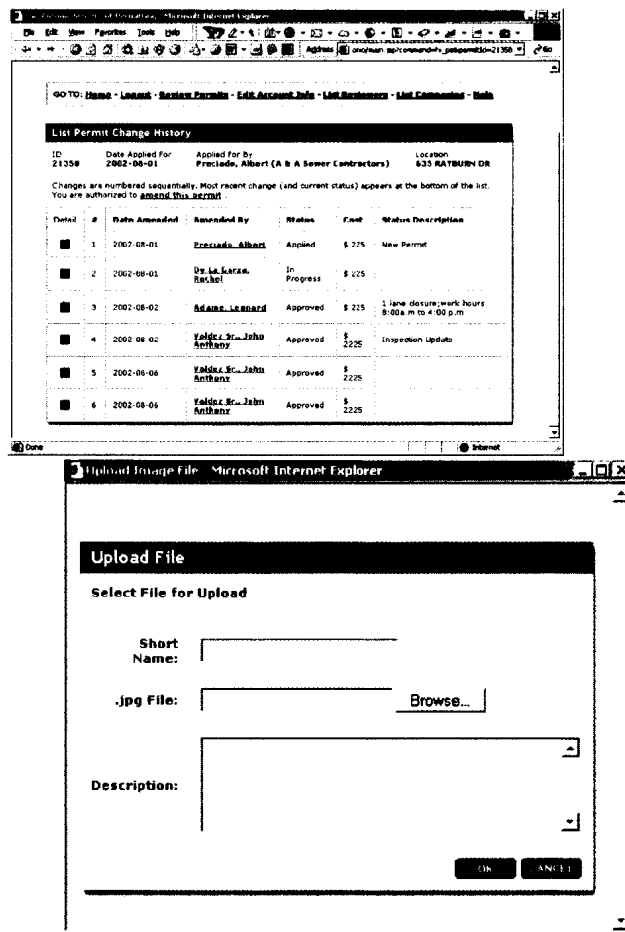
4.3.0.3 Extensive Workflow Capabilities

Once a permit is submitted, the module assigns the application to the appropriate reviewer based upon criteria specified by city officials. The reviewer can then evaluate the permit application, and approve or deny the request - all via the Web.

During the process, the service alerts applicants to any status changes affecting their permit through automatic email notification. The system maintains a historical view of these activities and of every change made to a permit.



The module will also store digital photos and CAD images, when available, with each permit, ensuring that permit reviewers and inspectors have all the information associated with an application at their fingertips.



4.3.0.4 Integrated GIS Capabilities

The Permitting Module makes extensive use of online mapping to provide a more intuitive window into the permitting process. As permits are updated in the database, thematic maps are rendered in real-time which display permit locations and statuses.



4.3.0.5 Case Study: City of San Antonio Leverages GIS to Trim Inefficiencies From Street-Cut Permitting

GIS Demonstrates True ROI in e-government Services

The City of San Antonio, the eighth largest city in the United States with a population of over 1.1 million, receives an estimated 90,000 applications for street-cutting permits each year. In the first quarter of 2001, the City's Department of Streets (DOS) Office engaged Syncline, Inc. to help it tackle a key challenge it faced with its permitting process: a cumbersome, paper-based process slowed permit approval and made critical permit information inaccessible to city officials, resulting in backlogs, infrastructure project conflicts and delays, rework costs, and sub-optimal compliance revenue.

In the past, city contractors in need of a permit visited San Antonio's DOS Office to fill out an application, which then passed to the Right-of-Way Management (ROWM) Office for approval. Applications passed through multiple levels of review in the ROWM Office before being amended, approved, or rejected. City officials estimate that a single permit application required an average of two employee hours to approve.

Once approved, paper permits sat in files, but were not organized by location. Without a central, easily accessible repository of pending and approved permit information, city officials didn't have access to all of the information they needed to effectively approve and manage permits. They often didn't know, for example, if two projects were scheduled for the same place at the same time. They also had difficulty tracking and fining compliance violations associated with each permit.

As a result, infrastructure projects were inadvertently scheduled for the same time and place, roads were unnecessarily re-cut and resurfaced, traffic barricades and detours were left up too long, and the City's compliance revenue was lower than it could have been.

Now in full production, DOS officials and contractors need only a standard web browser to access and view all street, zoning, and permit activity online using maps created through the Permit Module. Contractors can apply for street-cutting permits and obtain automatically calculated permit fee information at any time. DOS administrators can review and approve permit applications and track permit compliance, all online. This functionality enables

contractors and administrators to ensure that projects do not interfere with one another, and that companies comply with city guidelines. It also enables them to develop insight into trends and patterns in street-cutting activity that may not have been readily apparent with the paper process.

“We now have us an unprecedented ability to manage the thousands of projects going on in the city at a given time and to make sure they're done in an orderly fashion,” said Joe Chapa, GIS manager for the City of San Antonio. “[The Permit Module] has also allowed us to simplify our invoicing procedure, so that we are more effective at applying and billing compliance fees.”

In just the first three months, the City of San Antonio registered more than 7,500 permits using the Permit Module. *Now, city officials estimate that 90% of all permit applications come in online, and that the number of employee hours required to approve a single permit application has decreased by 71% to only 35 minutes.*

5 Summary of Tasks

Traverse will perform a series of tasks to install and configure the Street-cut Permit Module.

5.1 Requirements Engineering

- Survey of existing environment
- System goals and requirements
- Scope of operation
- Interface requirements
- Change impact
- On-site Architecture
- Release Strategy
- Acceptance Testing Plan

Completion Criteria

- Delivery of Requirements Analysis

5.2 Installation and Configuration of Permit Module

- Configuration of ArcIMS
- Configuration of SDE
- Configuration of Database Tables
- Configuration of Application Server
- Installation of Permit Module
- Configuration of Permit Module
- Data Loading
- Query Optimization and tuning

Completion Criteria

- Execution of Acceptance Test

5.3 Support

After installation Traverse will provide technical support to staff designated by San Antonio on an hourly basis.

5.3.a Standard E-mail-based Technical Support**5.3.a.1 Initiation and Turnaround**

Standard e-mail based technical support provides for the resolution of incident requests from designated client representatives (up to a total of two points of contact). Standard e-mail support requests will be responded to within forty-eight (48) hours. At Traverse's option, a follow-up phone conversation may be scheduled.

5.3.a.2 Resolution

Resolution to technical support requests must follow the technical support policies outlined in section 6.3.c. In all cases, Traverse staff will act in good faith and work closely with the client to quickly and efficiently resolve support requests in the most efficient manner possible.

5.3.b Emergency Incidents: Phone-based**5.3.b.1 Initiation and Turnaround**

In the event of an emergency, phone-based technical support may be utilized for up to twelve (12) incidents per year.

5.3.b.2 Resolution

Resolution to emergency incidents must follow the technical support policies outlined in section 6.3.c. Traverse will strive to resolve the emergency support issues immediately while on the phone with the designated contact. However, proper resolution may require follow-up at a later time. In all cases, Traverse staff will act in good faith and work closely with the client to quickly and efficiently resolve emergency issues.

5.3.c Support Policies

- Only the current and immediate releases of the Permit Module will be supported.
- A technical support incident consists of a problem report and its resolution.
- A technical support incident may be initiated through an e-mail or telephone call describing a unique problem, bug or question. Customer assistance may include a solution to a problem, a workaround for a bug or additional useful information. Each support incident remains a single incident until the problem, bug or question is resolved. If technical support staff is unable to resolve the problem, or chooses to defer a solution to a future release of the product, the call will not be counted as an incident.
- For product-related inquiries, will determine whether the requested incident constitutes a bug requiring a patch or a new feature enhancement that may or may not be implemented in a future release of the product.
- Traverse does not provide technical support for any products (classes, plug-ins, example, etc.) not authored by Traverse.
- Traverse technical support staff will provide solutions to technical problems and will suggest software development strategies; they will not write code for customers, except to provide code samples as appropriate.
- Traverse technical support is provided in English only.

5.3.d Support Hours

Monday - Friday, 9:00 AM to 6:00 PM EST, excluding the following holidays:

-
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - The Friday following Thanksgiving Day
 - The period between (and including) Christmas Day and New Year's Day

6 Timeline & Cost Analysis

6.1 Timeline

Milestone	Date
Signed Agreement	January 2004
Start Work	January 15, 2004
Complete Work	February 15, 2004
Support	1 Year

6.2 Time and Materials (on-site)

This is a time and materials (T&M) proposal. The tasks will be performed on-site in a facility to be determined by the client. The client will furnish the appropriate access to software, servers, and personnel to perform the required tasks. In contracts for on-site performance, all transportation, meals, and lodging will be invoiced separately with receipts and appropriate documentation.

The Traverse published rates for IT services is \$170/hr. A one-time, new customer, discount of 30% will be applied for the work performed under this task order.

Task	Estimated Hours	Cost Estimate Per Task
Requirements Engineering	80	\$9,600
Installation & Configuration Permit Module	120	\$14,400
Testing	40	\$4,800
Support	TBD	\$120/hr.*
Total	220	\$28,800**

* Support can be purchased in advance in blocks of 100 hours at a 20% discount.

**Does not include transportation, meals, and lodging.

6.3 Travel Budget

The estimated period of performance for this task is 4 weeks of on-site work with support to be conducted off-site. The following estimate is provided for budgeting purposes only. Actual costs may vary.

Round Trip Air Fare	\$500	Two Trips	\$1,000
Meals	\$45/day	24 days	\$1,080
Extended Stay Hotel	\$110/night	24 nights	\$2,640
Estimated Travel Budget			\$4,720

6.4 Payment Schedule

Invoicing will be monthly for work performed.

7 Approval of Scope

Traverse and San Antonio ("the Client") have read and reviewed this *Proposal and Scope of Work* and hereby agree to incorporate this into the Contracting Agreement between Traverse and San Antonio as part of Exhibit A.

A signed copy of this document will constitute the agreement between Traverse and San Antonio to incorporate this Change Order into Exhibit A by reference.

Eloy Rosales, San Antonio

Matthew Gentile, Traverse Technologies, Inc.

8 Appendix A: Project Change Control Procedure

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
3. Both Project Managers will review the proposed change and approve it for further investigation or reject it. Traverse Technologies will specify any charges for such investigation. If the investigation is authorized, the Project Managers will sign the PCR that will constitute approval for the investigation charges. Traverse Technologies will invoice Dewberry for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
4. A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made effective as of _____ by and between _____ ("Client"), a Corporation with its principal place of business at _____, and Traverse Technologies, Inc. (the "Contractor"), with its principal place of business at 72 Maple St., West Newbury, MA 01985.

In consideration of the mutual covenants and promises set forth herein, it is agreed between the parties hereto, as follows:

ARTICLE 1: STATEMENT OF WORK AND RATE SCHEDULE

1.1 Contractor shall perform all services and provide all deliverables (each being a "Deliverable") as specified in a task order or statement of work ("Statement of Work"), a sample of which is attached hereto as Exhibit A (the provision of such deliverables being the "Project").

1.2 Contractor will furnish the services (the "Services") at the rates set forth in the schedule attached hereto as Schedule 1 ("Rate Schedule"). The Contractor shall complete the Services in accordance with the timeframe set forth in the corresponding Statement of Work, subject to changes thereto that are mutually agreed to by the parties and subject to those extensions as necessitated by a Force Majeure event as set forth in Article 14 below. The Contractor shall provide the Services and complete the Project in a professional, workmanlike manner.

1.3 Contractor shall perform the Services with respect to the Project under the direction of Matthew Gentile, or such other person as Contractor may from time to time designate in writing to Client. The project manager for Client under the Project is _____, or such other person as Client may from time to time designate in writing to Contractor. The project managers shall be empowered to act for the Contractor or Client, as applicable, in accordance with this Agreement in all matters relating to the technical administration of Services to be provided.

ARTICLE 2: INDEPENDENT CONTRACTOR

2.1 Contractor acknowledges and agrees that it is an independent contractor. Contractor shall be responsible for, and will control the performance of, its employees, agents, or other representatives including the means and methods of performance.

2.2 Contractor shall provide all equipment and materials needed for its performance and shall exercise control over its employees at all times. Contractor shall be responsible for payment of any and all compensation due to its employees and for all other costs associated with employment including, but not limited to, workers' compensation; disability benefits; unemployment insurance; and all withholding, unemployment, social security, and other payroll taxes; and for compliance with all applicable state and federal laws relating to employment, and is further responsible for obtaining all licenses, permits, and any other certificates required by reason of this Agreement.

2.3 Client acknowledges and understands that this Agreement is non-exclusive and that consistent with its independent contractor status, Contractor shall have the right and is free to contract with other persons and entities and offer services similar to those provided hereunder without restriction.

ARTICLE 3: OWNERSHIP; "WORK MADE FOR HIRE"; LICENSE

3.1 It is understood and agreed that Contractor may use its pre-existing proprietary software, developments, know-how, business methods or processes, trade secrets, copyrights, patents, inventions and other intellectual property (the "Pre-Existing Work") in performing the Services or providing the Deliverables under this Agreement. Client shall not acquire any rights to the Pre-Existing Work. In addition, in consideration of the significantly discounted rates agreed to in the Rate Schedule, Contractor has an unlimited, royalty-free right to use, market, sell, and further develop any Deliverable or any other developments, software, or other derivative works hereunder, with the exception of "work made for hire" as described in Article 3.2.

3.2 Contractor and Client agree that anything produced by Contractor under this Agreement shall not be deemed a "work made for hire", unless Client specifically requests in a Statement of Work that it wishes such

Deliverable to be proprietary to Client, in which case that Deliverable shall be deemed a "work made for hire" and any and all related copyrights, trademarks, patents, inventions, trade secrets, confidential information, and any other proprietary rights related to that specific Deliverable shall be the property of Client. In the event that Client requests "work made for hire," then the discounted rates detailed in the Rate Schedule shall not apply and Contractor's standard rates, also listed in the Rate Schedule, will be used.

3.3 Notwithstanding the foregoing, and in consideration for the fees paid hereunder, Contractor hereby grants to Client a fully paid, irrevocable, worldwide license to use the Pre-Existing Work only with the Deliverable with which it was provided; *provided, however*, that Client shall not have any right to sell, offer to sell, make, modify, copy, update, reproduce, import, distribute, publicly display or perform, sublicense, or prepare derivative works of any Pre-Existing Work.

ARTICLE 4: PROPRIETARY/CONFIDENTIAL INFORMATION; USE OF MARKS

4.1 Client's Proprietary/Confidential Information; Use of Marks.

a. Contractor acknowledges that in order to perform the Services, it may be necessary for Client to disclose to Contractor certain Confidential Information that has been developed by Client or its clients at great expense and that has required considerable effort of skilled professionals. Contractor further acknowledges that the Deliverables may incorporate, of necessity, such Confidential Information.

b. Contractor agrees that it shall not disclose or divulge any Confidential Information to any person or organization other than as is required in the performance of the Services, or utilize for Contractor's use or benefit or for the use or benefit of any person or entity other than Client any Confidential Information. This restriction shall not apply to disclosures that are required by a court of law or administrative hearing.

c. For purposes of this Article 4.1, Confidential Information means:

any and all trade secrets, marketing strategies, software codes, processes, management systems and techniques, technical or non-technical data, formulas, patterns, compilations, programs, methods, techniques, drawings, product plans, lists of actual or potential customers or suppliers, business contracts, and any all other information, in whatever form (including, but not limited to, written, printed, recorded, transcribed, taped, filmed or graphic materials, however produced or reproduced, electronic, magnetic, or mechanical records of any kind, tapes, cassettes, disks, compact discs, diskettes, chips, cartridges, hard drives, and records, source code and object code) which is identified (including without limitation stamping the information as "confidential") by the Client or any person or entity represented by or affiliated with the Client as "Confidential Information";

provided, however, information need not be treated as confidential to the extent that such information:

- i. is or becomes generally known to the public through no fault of Contractor;
- ii. was known to Contractor prior to disclosure by the other party; or
- iii. is disclosed to Contractor by a third party without obligation of secrecy.

d. Contractor shall not, at any time, use Client's name or any Client trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of Client.

4.2 Contractor's Proprietary/Confidential Information; Use of Marks.

a. Client acknowledges that by reason of its relationship hereunder, Client may have access to certain proprietary or confidential information or trade secrets of Contractor that is of substantial value, and said value may be impaired if such information were disclosed to third parties. Client agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any Contractor's Confidential Information. Client will protect the confidential information as it protects its own, using no less than a reasonable standard of care.

b. In the event of termination of this Agreement, there shall be no disclosure by Client of any Contractor's Confidential Information.

c. For purposes of this Article 4.2, Contractor's Confidential Information means:

any and all trade secrets, marketing strategies, software codes, processes, management systems and techniques, technical or non-technical data, formulas, patterns, compilations, programs, methods, techniques, drawings, product plans, lists of actual or potential customers or suppliers, business contracts, and any all other information, in whatever form (including, but not limited to, written, printed, recorded, transcribed, taped, filmed or graphic materials, however produced or reproduced, electronic, magnetic, or mechanical records of any kind, tapes, cassettes, disks, compact discs, diskettes, chips, cartridges, hard drives, and records, source code and object code) which is identified (including without limitation stamping the information as "confidential") by the Contractor or any person or entity represented by or affiliated with the Contractor as "Confidential Information"; without limiting the foregoing, Contractor's Confidential Information shall include all applications, content, tools, and services available as part of Contractor's T-Ware technology;

provided, however, information need not be treated as confidential to the extent that such information:

- i. is or becomes generally known to the public through no fault of Client;
- ii. was known to Client prior to disclosure by the other party; or
- iii. is disclosed to Client by a third party without obligation of secrecy.

d. Client shall not, at any time, use Contractor's name or any Contractor trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of Contractor.

ARTICLE 5: ACCEPTANCE OF DELIVERABLES

5.1 Client shall have 10 business days to accept or reject a Deliverable. If Client does not reject a Deliverable within such 10 business days, then the Deliverable shall be deemed ACCEPTED.

5.2 "DELIVERABLE ACCEPTED" shall be defined as a Deliverable conforming in all material respects to the Statement of Work, with no more than minor and/or isolated nonconformities, for which Contractor will take responsibility for correction and will so inform Client.

5.3 "DELIVERABLE REJECTED" shall be defined as a Deliverable that materially fails to conform to the Statement of Work. Contractor shall rework the Deliverable, including all quality checks, and resubmit it to Client within 60 calendar days, or such additional period of time if deemed necessary by Contractor after assessing the scope of the rework. Upon delivery of the rework, Client shall rerun its acceptance review and classify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED within the same time parameters set forth in Article 5.1 above. In the event Client again classifies the deliverable as DELIVERABLE REJECTED, Client will allow Contractor the opportunity to make the Deliverable conform to the Statement of Work until such time as Client either accepts the Deliverable or terminates this Agreement upon written notice to Contractor pursuant to the Article 11 of this Agreement.

ARTICLE 6: CHANGES TO SCOPE OF WORK

By 30 days prior written notice, Client may request changes to a Statement of Work, or in the Services or Deliverables to be provided. If such changes are accepted by Contractor in its sole discretion, and cause an increase in the cost of, or time required for, performance of the Services or for supply of the Deliverables, an equitable adjustment shall be made in the fees related thereto, and this Agreement or the Statement of Work, as the case may be, shall be modified in writing accordingly. Any claim of Contractor for adjustment under this Article must be asserted in writing within 20 business days after receipt by Contractor of the written request for change.

ARTICLE 7: COMPENSATION, INVOICES, AND PROGRESS REPORTS

7.1 Contract Value. Client will authorize work under this Agreement by issuing Statements of Work. Contractor shall have the right to review and seek clarification for any Statement of Work, and shall not be obligated to perform any Services thereunder until the parties have agreed that the Statement of Work is final and mutually acceptable. Each Statement of Work shall include the pricing, fees, costs and expenses for the Services and Deliverables thereunder to be paid by Client.

7.2 Invoices. A budget and schedule of payments for the performance of the Services ("Project Budget") is attached to the Agreement as Exhibit _____. Contractor shall submit to Client an invoice describing the Services performed and costs incurred during a particular month on a monthly basis and Client shall pay all invoiced amounts within thirty (30) days of receipt. The parties shall use their best efforts to resolve, in good faith, any issues relating to contested invoices as soon as possible; provided, however all amounts within the Project Budget shall be paid within thirty (30) days of receipt. Contractor's invoice(s) shall be sent to the following address:

Invoices shall be prepared in the form of the "Sample Invoice" attached hereto as Exhibit B.

7.3 Payment of Invoice. Client shall make payment to Contractor for amounts due no later than 30 days after receipt of an invoice therefor. Any amounts not paid in a timely manner shall accrue interest at a rate of 12% to an annualized basis from the due date.

7.4 Progress Reports. Contractor shall notify Client in writing of any delay or occurrence that may cause delay, including litigation that may affect timely performance. If required by the Statement of Work, Contractor shall prepare for in-progress review meetings throughout the performance period of this Agreement. These meetings shall be conducted as mutually agreed by the parties. Where possible, conference calls will substitute for some of these meetings.

7.5 Payment upon Termination. In the event any Statement of Work, or the Project, is terminated pursuant to the provisions of this Agreement, Contractor shall be fully compensated within sixty (60) days of termination of any and all fees and costs charged or incurred under the terminated Statement of Work and/or Project, as applicable, prior to the date of termination.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Contractor represents and warrants that on the effective date and during the term of this Agreement: (a) it has the right, power and authority to enter into this Agreement and fully perform its obligations hereunder; (b) the making of this Agreement by it does not and will not conflict with any agreement existing between it and any other party; (c) it complies, and at all times shall comply, in all material respects, with all applicable laws, rules and regulations in effect during the term pertaining to it's the subject matter hereof; (d) it has all necessary rights in and to its intellectual property for use within the scope of this Agreement; and (e) all Services to be provided hereunder shall be delivered and performed in a professional and workmanlike manner in accordance with applicable commercial standards.

8.2 CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY CUSTOM OR USAGE OF TRADE FOR A DELIVERABLE OR SERVICE PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8.3 Client represents and warrants that on the effective date and during the term of this Agreement: (a) it has the right, power and authority to enter into this Agreement and fully perform its obligations hereunder; (b) the making of this Agreement by it does not and will not conflict with any agreement existing between it and any other party; (c) it complies, and at all times shall comply, in all material respects, with all applicable laws, rules and regulations in effect during the term pertaining to it's the subject matter hereof; and (d) it has all necessary rights in and to its intellectual property for use within the scope of this Agreement.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. Each or the parties agrees to indemnify, defend and hold harmless the other party and its affiliates and their respective employees, agents, officers and directors (such party's "Indemnified Group") from and against any claims by a third party, and any resulting losses, costs, claims, suits, expenses (including reasonable attorneys' fees), damages and awards (collectively, a "Claim") arising out of or resulting from, (i) the indemnifying party's negligence or willful misconduct or (ii) a breach of any of the indemnifying party's obligations, representations or warranties hereunder, except to the extent that such Claim arises out of or results from the negligence or willful misconduct of, or a breach hereunder by, the party seeking to be indemnified and held harmless or the negligence or willful misconduct of, or a breach hereunder by, a member of such party's Indemnified Group.

9.2 Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, punitive, exemplary, consequential, or incidental damages or lost or lost opportunities arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. Contractor's liability for direct damages shall in no event exceed the value of the affected or related Statement of Work from which the liability arose.

9.3 Indemnification Procedure.

a. As a condition of Client's indemnification obligations herein, (i) Contractor shall promptly notify Client of any such claim; (ii) Client shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; and (iii) Contractor shall cooperate with Client in every reasonable way to facilitate the settlement or defense of such claim. Notwithstanding the foregoing, Client shall keep Contractor informed of, and consult with Contractor in connection with the progress of such litigation or settlement. Client shall not have any right, without the Contractor's written consent, to settle any such claim unless the settlement includes a full release of the Contractor from and against all costs incurred by the Contractor in enforcing this indemnification provision.

b. As a condition of Contractor's indemnification obligations herein, (i) shall promptly notify Contractor of any such claim; (ii) Contractor shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; and (iii) Client shall cooperate with Contractor in every reasonable way to facilitate the settlement or defense of such claim. Notwithstanding the foregoing, Contractor shall keep Client informed of, and consult with Client in connection with the progress of such litigation or settlement. Contractor shall not have any right, without the Client's written consent, to settle any such Client claim unless such settlement includes a full release of Client. Contractor shall, at its own expense, indemnify, defend and hold harmless Client from and against all costs incurred by Client in enforcing this indemnification provision.

ARTICLE 10: INSURANCE

10.1 Contractor is required to maintain, at its expense, insurance coverage in the following amounts:

a. Workers' Compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits in the _____;

b. Employer's liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence;

c. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:

- i. Premises and operations;
- ii. Blanket contractual liability;
- iii. Broad form property damage;
- iv. Independent contractors;
- v. Personal injury, with employee exclusion deleted; and
- vi. Products liability and completed operations.

ARTICLE 11: TERM AND TERMINATION

11.1 This Agreement shall continue in force until delivery of all Deliverables or completion of the Project, unless terminated by Client or Contractor pursuant to the provisions herein.

11.2 Termination for Client's convenience. Client reserves the right to terminate this Agreement, or any part hereof, for its sole convenience upon 60 days prior written notice. In the event of such termination, Contractor shall complete the Services as are required through the date of termination (the "Termination Date"), after which Contractor shall stop all work hereunder and shall cause any and all of its suppliers or subcontractors to cease work. Subject to the terms of this Agreement, Contractor shall be paid for the Services rendered through and including the Termination Date. On the Termination Date Contractor shall deliver or otherwise make available to Client all finished or unfinished documents and all information that has been accumulated, developed, or prepared by Contractor in performing the Services or producing Deliverables under this Agreement.

11.3 Termination for cause. Either party may terminate this Agreement for "cause" after provision of written notice and (i) ten (10) days opportunity to cure for cases of failure to pay any invoices, or (ii) 30 days opportunity to cure in all other cases, for cause in the event of any default by the other party if a party fails to comply with any Agreement terms and conditions. In the event of termination for cause by Client, Contractor shall be entitled to payment through and including the Termination Date, and Client shall be liable to Contractor for any and all rights and remedies provided by law. As used herein, "cause" shall mean _____.

11.4 Termination Upon Agreement. This Agreement may be terminated by written agreement of Contractor and Client. In such event, Contractor shall be paid for Services rendered through and including the Termination Date.

ARTICLE 12: REMEDIES

It is mutually agreed that all claims, counterclaims, disputes, and matters in question between Client and Contractor arising out of or relating to this Agreement or the breach thereof will be decided by negotiation between the two parties. Any dispute that is not settled to the mutual satisfaction of the parties within 20 business days from the receipt of notice of a dispute shall be finally settled under the rules of conciliation and arbitration of the American Arbitration Association in effect on the date notice is given. Unless the parties otherwise agree, three (3) arbitrators familiar with software development and/or consulting services in the geographic information system (GIS) industry will be appointed in accordance with these rules. The arbitration award shall be final and binding upon the parties, and judgment may be entered thereon upon the application of either party by any court having jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties, unless the award provides otherwise.

ARTICLE 13: BROKERS

Each party warrants to the other that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; nor has either party paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, contribution, donation,

percentage, gift, or any other consideration contingent upon or resulting from award of this Agreement.

ARTICLE 14: FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, that is beyond the reasonable control of such party. Any delays beyond the reasonable control of either party shall automatically extend the time schedules as set forth in this Agreement or Statement of Work by the period of any such delay.

ARTICLE 15: TAXES

Fees for the Services provided under this Agreement are inclusive of all state, local, and other taxes or other charges. In the event such taxes or charges become applicable to Contractor's Services, Client Contractor shall pay any such applicable tax upon receipt of written notice that such tax is due.

ARTICLE 16: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the _____ without regard to conflicts of law provisions. The federal and state courts residing in _____, shall have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such courts.

ARTICLE 17: ASSIGNABILITY AND SUBCONTRACTING

17.1 Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Client shall be void; *provided, however*, Contractor shall be entitled to assign:

a. its right, title and interest in and to this Agreement to a subsidiary or affiliate without the prior consent of Client;

b. claims for compensation due, or to become due, to Contractor from Client under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished to Client in writing.

17.2 Contractor shall obtain Client's prior written consent to enter into a subcontract with any third party for performance of any part of this Agreement or changing or modifying such a subcontract. Consent by Client to any such subcontract shall not constitute a determination of the acceptability of any subcontract terms or conditions or relieve Contractor of any responsibility for performing this Agreement.

ARTICLE 18: NOTICE

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (a) upon delivery in person; (b) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (c) upon the passage of two (2) days following post by overnight receipted courier service; or (d) upon transmittal by confirmed telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal:

Contractor: Traverse Technologies, Inc.

Client:

Contact:

Contact:

Tel:

Tel:

Fax:

Fax:

ARTICLE 19: NONSOLICITATION

It is hereby mutually agreed that neither party will solicit for hire any employee(s) of the other party's technical staff, who are associated with efforts called for under a Task Order to this Agreement, for a period of one (1) year thereafter. The foregoing restrictions shall not apply to any members of either party's technical staff who respond to public advertisements placed by either party or are submitted as candidates by personnel agencies.

ARTICLE 20: INTEGRATION

20.1 This Agreement and the following are incorporated by reference and represent the entire understanding of the parties as to the subject matter herein:

- Exhibit A – Sample Statement of Work
- Exhibit B – Sample Invoice(s)
- Schedule A – Rate Schedule

21.2 No prior oral or written understanding shall be of any effect with regard to these matters.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date written.

TRAVERSE TECHNOLOGIES, INC.

<CLIENT NAME>

By: _____

By: _____
<NAME AND TITLE>

CITY OF SAN ANTONIO
PURCHASING DEPARTMENT
CERTIFICATE OF EXEMPTION FROM
COMPETITIVE BID OR PROPOSAL REQUIREMENTS

Date: November 25, 2003

Section 252.022 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals, before entering into a contract requiring an expenditure of \$15,000 or more except as specified below:

(Please check which exemption you are certifying)

- | | |
|---|---|
| <input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments |
| <input type="checkbox"/> a procurement to preserve or protect the public health or safety of the city's residents | <input type="checkbox"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to machinery, equipment or other public property | <input type="checkbox"/> a contract with a developer of a subdivision or land to construct public improvements, not including a building, related to the development |
| <input checked="" type="checkbox"/> a procurement for personal, professional or planning services | <input type="checkbox"/> personal property sold |
| <input type="checkbox"/> a procurement for work paid for on a daily basis (day labor) | <input type="checkbox"/> services performed by blind or severely disabled persons |
| <input type="checkbox"/> a purchase of land or right-of-way | <input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality |
| <input type="checkbox"/> a procurement of items available from only one source | |
| <input type="checkbox"/> a purchase of rare books, papers and other materials for a public library | |

This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:

Syncline Inc. the company that hosts and maintains the City's Right-of-Way "On-line" permitting system filed for Chapter 7 bankruptcy and is no longer in existence.

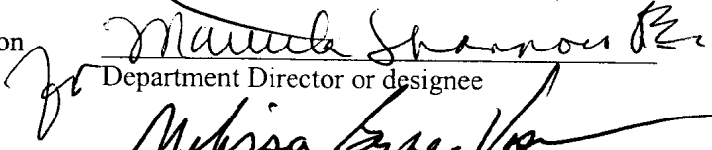
3. Because the exemption stated above exists, the City of San Antonio intends to contract with Traverse Technologies which will cost approximately

\$ 35,000

Recommended Certification


Originator

Recommended Certification


Department Director or designee

Certified


City Manager or designee (if necessary)

6/14/00

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

1. The name of the individual or business entity seeking a discretionary contract.

Not Applicable

2. The name of the individual or business entity that owns or controls the individual or business entity seeking a discretionary contract.

Traverse Technologies, Inc.
72 Maple St.
West Newbury, MA 01985

and the name of:

3. The name of the individual or business entity that is a closely related person of the individual or business entity seeking a discretionary contract.

Not Applicable

and the name of:

4. The name of the individual or business entity that is a closely related person of the individual or business entity seeking a discretionary contract.

Not Applicable

* A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.


RE: [REDACTED]

Not Applicable

Political Contributions
[REDACTED]

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Prior Year
[REDACTED]

Signature: 	Title: President Company: Traverse Technologies, Inc.	Date: 12/8/03

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.