TO: ACHD Commission, Director Wong
FROM: Gary Inselman, Development Services Manager
SUBJECT: Planning and Permitting Software Package
MEETING DATE: June 5, 2013

Facts and Findings
1. The Development Services Department sought a Planning and Permitting Software Package to replace 20 individual data bases and spreadsheets currently in use.

2. The Planning and Permitting Software features include:
   - One system to track development applications and permits from application transmittal through plan review to construction and through the warranty period
   - GIS integrated
   - Status of project at any stage at anytime
     - Placement of holds or conditions on an application
   - Fully integrated with laser fiche
   - Electronic plan review
   - Public Portal providing:
     - Status of development applications
     - Status of plan review
     - Apply for permits online
     - Pay fees online
     - Schedule inspections online

3. The Planning and Permitting Software conforms to the Information Technology 5 Year Strategic Plan.


5. Nine firms inquired about the RFP with four returning proposals.

6. Through the responsiveness review, three firms were deemed unresponsive.

7. CRW Systems was deemed responsive and provided the lowest cost proposal of the four proposals received.
8. Staff negotiated the Planning and Permitting Software Purchase Agreement, scope, milestones and payment schedule as well as the Software Maintenance and Support Agreement with CRW Systems (see attached).


10. The annual cost of the Software Maintenance and Support Agreement is approximately 10.4% of the total software package price or $34,300 for the first two terms and increases to $37,816 with the fourth renewal term beginning December 15, 2017.

11. Implementation will begin in June 2013 with completion or “Go Live” in February 2014.

12. The adopted FY2013 budget includes $280,000 for the Planning and Permitting Software package. With the proposed schedule, $210,350 will be allocated for 2013 expenses. The remaining $69,650 in the FY2013 budget will be released in the 3rd quarter adjustments. The remainder of the software package costs totaling $120,000 will be budgeted in 2014.

13. The Planning and Permitting Software Purchase Agreement and the Software Maintenance and Support Agreement have both been reviewed and approved by the ACHD Legal Department and Information Technology Section for form and content.

14. CRW Systems has executed the Planning and Permitting Software Purchase Agreement and the Software Maintenance and Support Agreement.

**Recommendation**
Award the contract for Planning and Permitting Software in the amount of $330,350 to CRW Systems and authorize the President to execute the Planning and Permitting Software Purchase Agreement and Software Maintenance and Support Agreement on behalf of the District.
PLANNING AND PERMITTING SOFTWARE PURCHASE AGREEMENT

This AGREEMENT FOR ACCOUNTING SOFTWARE (hereinafter “AGREEMENT”) is made and entered into this ____ day of __________, 2013, by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (hereinafter “ACHD”), and CRW Systems, Inc., a corporation (hereinafter “VENDOR”).

RECITALS

WHEREAS, ACHD is a single countywide highway district located in Ada County, Idaho, and is responsible for all secondary county and city highways within Ada County; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under title 40, Idaho Code; and

WHEREAS, ACHD has a need for a Planning and Permitting Software Package (hereinafter “PPSP”) related to their roadway and other projects; and

WHEREAS, VENDOR offers professional products and services requiring specialized skill or technical learning in the area of PPSP; and

WHEREAS, ACHD seeks to engage VENDOR to provide PPSP related to their roadway and other projects as well as to perform such other activities as may be desired by ACHD relevant to this AGREEMENT; and

WHEREAS, the undersigned is willing to work for ACHD in the capacity of VENDOR;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereof, the services to be rendered hereunder, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. SCOPE OF WORK.

1.1 VENDOR agrees to perform the SERVICES. The Scope of Work is more particularly described in Exhibit “A”, attached hereto.

1.2 VENDOR will perform any additional work as desired by ACHD by means of a written Supplemental Agreement/Change Order signed by a person authorized by ACHD to
execute such Supplemental Agreement/Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 2. TIME FOR COMPLETION and EXTENSIONS.

2.1 The VENDOR and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to be completed within 273 calendar days from the date the Notice to Proceed is issued to VENDOR. The Work Schedule is more particularly described in Exhibit “B”, attached hereto.

2.2 ACHD will grant extensions for the following reasons: delays in major portions of the work caused by excessive time required to process submittal by ACHD, other delays caused by ACHD, or additional work requested by ACHD.

2.3 VENDOR shall not be liable or deemed to be in default for any Force Majeure delay in performance under this AGREEMENT occasioned by unforeseeable causes beyond the control and without the fault or negligence of the VENDOR, including, but not restricted to, acts of God, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the VENDOR shall notify ACHD promptly in writing of any cause for delay, and ACHD concurs that the delay was beyond the control and without the fault or negligence of VENDOR. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. VENDOR finances shall not constitute a Force Majeure.

SECTION 3. PAYMENT FOR SERVICES.

3.1 VENDOR acknowledges that the payment VENDOR receives under this AGREEMENT was competitively procured by VENDOR. In consideration for the Scope of Work described in Section 1.1, ACHD agrees to pay the VENDOR the not-to-exceed amount of Three Hundred Thirty Thousand, Three Hundred and Fifty Dollars ($330,350). The Project Cost Summary is more particularly described in Exhibit “C”, attached hereto.

3.2 VENDOR shall submit invoice(s) in accordance with Exhibit “B”, Project Milestone and Payment Schedule. Invoices shall detail date(s) of work, type(s) of work performed, labor classification(s) that performed the work, and the length of time such work was performed. ACHD will pay each invoice net 30 days.

3.3 ACHD will pay VENDOR for any additional work performed as agreed to by the parties in a written Supplemental Agreement/Change Order signed by a person authorized by ACHD pursuant to Section 1.2.

3.4 VENDOR shall provide ACHD with IRS Form W-9 with appropriate Tax Identification Number or Social Security Number. If ACHD Accounting Division determines VENDOR has a current W-9 on file, this requirement may be waived.

3.5 Upon completion of its work and services under the AGREEMENT, acceptance by VENDOR of final payment or of any final payment due upon any earlier termination of this AGREEMENT shall constitute a full and complete release of ACHD from any claims, demands, and causes of action of any nature whatsoever that the VENDOR may have against ACHD in connection with this AGREEMENT. The making of partial payments or
of any such final payment by ACHD to VENDOR shall not constitute an acceptance of the services and/or work product of VENDOR or a release of VENDOR from any claims, demands, or causes of action that ACHD may, now or at any time, hereafter, have against VENDOR.

SECTION 4. AMENDMENT AND RENEWAL OF AGREEMENT. This AGREEMENT may be amended as agreed to by the both parties in a written Supplemental Agreement/Change Order signed by a person authorized by ACHD pursuant to Section 1.2. If such amendment includes additional work, ACHD will pay VENDOR for any additional work performed. This AGREEMENT may be renewed for an additional period of not more than twelve (12) additional months upon mutual agreement of both parties. In the event ACHD elects to renew this AGREEMENT, such Notice of Renewal shall be provided pursuant to Section 16 to VENDOR no later than thirty (30) calendar days prior to expiration of this AGREEMENT. Any extension or renewal of this AGREEMENT shall only be for like work, at the same price(s), and under the same terms and conditions as those under this AGREEMENT. ACHD shall have no obligation to renew this AGREEMENT should ACHD and VENDOR not reach a mutual agreement regarding the terms and conditions of the renewal and extension.

SECTION 5. TAX ON MONIES. VENDOR shall be responsible for all Federal and Idaho state tax considerations arising out the payment of the monies paid herein. ACHD shall be responsible for any states sales, use or excise taxes assessed on this project.

SECTION 6. INDEPENDENT CONTRACTOR. VENDOR is an independent contractor and is not an employee of ACHD. VENDOR acknowledges that ACHD does not have control over the time, manner, and/or method of how VENDOR renders the SERVICES required under the AGREEMENT. VENDOR shall supply VENDOR own items of equipment to render the PPSP required under the AGREEMENT.

SECTION 7. NOT AN EMPLOYMENT CONTRACT. VENDOR acknowledges that this AGREEMENT is not an employment contract and that ACHD is only engaging VENDOR to render the PPSP described herein.

SECTION 8. ACKNOWLEDGEMENT OF SERVICES. VENDOR represents and covenants to ACHD that its employees, representatives, and or sub-contractors are duly licensed and/or registered under applicable Federal law and/or by the State of Idaho, and that VENDOR has the present capacity and is experienced and qualified to provide the PPSP for ACHD in connection with the Scope of Work as specified in this AGREEMENT. VENDOR further represents and covenants to ACHD that the PPSP rendered under this AGREEMENT require VENDOR to have specialized skill and/or technical training and that VENDOR has the requisite specialized skill and/or, if VENDOR gained VENDOR ability to render said PPSP through class or training, VENDOR has met all requirements in said class and/or training course(s), and, if required, VENDOR is certified under applicable Federal and/or Idaho state laws to perform said PPSP.

SECTION 9. ASSIGNMENT AND THIRD PARTIES.

9.1 VENDOR understands and agrees that it may not assign this AGREEMENT or subcontract with respect to any of its rights, benefits, obligations or duties under this AGREEMENT except upon prior written consent and approval of ACHD to such assignment or subcontract. Any attempt by VENDOR to assign or subcontract its rights benefits or obligations hereunder without such prior written consent of ACHD shall, at the sole option of ACHD, automatically terminate this AGREEMENT.
9.2 In the event any ACHD approved subcontract is entered into by VENDOR with a third-party, such action shall not be construed to create any contractual relationship between ACHD and such third-party, and VENDOR shall be and remain responsible to ACHD according to the terms of this AGREEMENT.

9.3 It is expressly understood and agreed that enforcement of the terms and conditions of this AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to ACHD and VENDOR, and nothing contained in this AGREEMENT shall give or allow any such claim or right of action by any other or third person under the AGREEMENT. It is the express intention of ACHD and VENDOR that any person other than ACHD or VENDOR receiving services or benefits under this AGREEMENT shall be deemed to be an incidental beneficiary only.

SECTION 10. BEST EFFORTS. VENDOR shall expend VENDOR “best efforts” to discharge VENDOR duties hereunder and in successfully completing the PPSP, on schedule and within budget, throughout the duration of this AGREEMENT. VENDOR further agrees that all of the work performed and services rendered under this AGREEMENT shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform work or render services of a similar nature to the work or services described in Section 1.1 of the AGREEMENT and Exhibit “A” attached hereto.

SECTION 11. WORK PRODUCT. ACHD shall own all work product(s) of the VENDOR produced under this AGREEMENT. Work product is defined as the deliverables outlined in the “Scope of Work,” which is attached to this AGREEMENT.

SECTION 12. TERM, SUSPENSION, AND TERMINATION.

12.1 The term of this AGREEMENT will commence on the date of execution of this AGREEMENT and will continue, unless terminated by either party, with or without cause, which termination shall be effective following ten (10) days written notice. In the event of termination without cause, all services completed to date of delivery of the notice shall be paid.

12.2 ACHD may suspend, for the convenience of ACHD and with or without cause, all or any part of the VENDOR performance under this AGREEMENT by written notice to VENDOR signed by Director or Board of Commissioners. Upon receipt of such notice and not more than ten (10) working days thereafter, VENDOR shall take all steps and perform all services necessary to: (i) protect and maintain work performed to date during the suspension period; and (ii) permit efficient resumption of services with minimal disruptions and remobilization effort. In the event of such suspension, ACHD shall have the right to extend suspension or performance for a period not to exceed one hundred twenty (120) days, at no additional cost to ACHD. If such suspension exceeds this period, VENDOR shall have the right to terminate this AGREEMENT for convenience upon written notice to ACHD. All services completed to date of delivery of the notice to ACHD shall be paid to VENDOR.

12.3 Failure or refusal of the VENDOR to perform any material obligation under this AGREEMENT shall constitute default. In addition to any other remedy available to ACHD, in the event of any default, ACHD may provide VENDOR with written notice of default. Such notice shall provide for an effective date of termination that is not less than
ten (10) days after the date of such notice. If VENDOR fails to cure such default prior to the date of termination specified in the written notice, this AGREEMENT may be terminated by ACHD. No new performance will be undertaken after the date of receipt of any notice of termination. In the event of such termination, the VENDOR will be paid for those services performed in accordance with the requirements of this AGREEMENT up to the effective date of termination. Such termination shall not waive any other legal remedies available to ACHD, including, without limitation, claims for set-off or damages suffered by ACHD to remedy any such default.

12.4 ACHD may terminate this AGREEMENT for ACHD convenience and without cause at any time by giving VENDOR not less than ten (10) days written notice of such termination. In the event of such termination, the VENDOR shall cease performance under this AGREEMENT on, but not before, the date specified in such written notice of termination (the “effective date”). Upon termination for convenience, the VENDOR will be paid for those services performed in accordance with the provisions of this AGREEMENT, up to the effective date of termination. In no event will ACHD be liable for any costs incurred by the VENDOR after the effective date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits under this AGREEMENT, post termination employee salaries, overhead, bonding and insurance costs, contract administration and post-termination administrative expenses, or any other costs associated with this contract or termination hereof.

SECTION 13. TIME OF THE ESSENCE. ACHD and VENDOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

SECTION 14. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker’s compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the VENDOR in connection with the operations or performance herewith or its use or occupancy of real or personal property hereunder, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD’s defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. The VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD’s protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.
SECTION 15. ACHD CONTACT. The primary contact point for ACHD shall be Gary Inselman, Development Services Manager, whose telephone number is (208) 387-6180, whose facsimile number is (208) 387-6393, and whose e-mail address is ginselman@achdidaho.org.

SECTION 16. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth; or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

For ACHD:    Gary Inselman, Development Services Manager
            Ada County Highway District
            3775 Adams Street
            Garden City, Idaho, 83714
            E-Mail: ginselman@achdidaho.org
            Facsimile Number: (208) 387-6393
            Telephone Number: (208) 387-6180

For CONSULTANT:    Christopher Wuerz, President
                    CRW Systems, Inc.
                    2036 Corte Del Nogal, Suite 200
                    Carlsbad, CA 92011
                    E-Mail: chris@crw.com
                    Telephone number: (858) 451-3030

SECTION 17. ATTORNEY FEES. In any suit, action or appeal therefrom to enforce or interpret this AGREEMENT, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees.

SECTION 18. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or non-job related handicap of because of prior military service of current military status, and shall comply with all applicable federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 19. GOVERNING LAW AND VENUE. This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper venue for any legal action that may arise under this AGREEMENT shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 20. ENTIRE AGREEMENT: MODIFICATION. This AGREEMENT constitutes the entire agreement between the parties hereto, and shall supersede all previous proposals, oral or written negotiations, representations, commitments, and all of the communications between the parties. Any modifications must be in writing and executed by both parties.

SECTION 21. WARRANTY OF AUTHORITY TO EXECUTE.

21.1 The person(s) executing this AGREEMENT on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD in accordance with the applicable signing authorities under ACHD Code Section 4007.3., and that upon execution of this
AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD. Any Agreement signed by an ACHD representative exceeding his/her authorized limit shall be null and void.

21.2 The person(s) executing this AGREEMENT on behalf of VENDOR represent(s) and warrant(s) due authorization to do so on behalf of VENDOR, and that, upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon and shall enure to the benefit of VENDOR.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, the day, month and year first above-written.

CRW SYSTEMS, INC
CARLSBAD, CA

By: ________________________________
Christopher R. Wuerz
President

ADA COUNTY HIGHWAY DISTRICT

By: ________________________________
Sara M. Baker
Commission President

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
CRW SYSTEMS, INC.

STATE OF ________ )
County of ________ )

On this ___ day of __________, 2013, before me, __________________________, a Notary Public in and for the State of _____, personally appeared __________________, known or identified to me to be the _____________ (president, vice-president, or secretary or assistant secretary), of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day month and year in this certificate first above written.

Notary Public for California
Residing at: ________________________
My commission expires: ________________________

ADA COUNTY HIGHWAY DISTRICT:

STATE OF IDAHO )
County of Ada )

On this ______ day of _____________, 2013, before me, ____________________________, a Notary Public in and for the State of Idaho, personally appeared Sara M. Baker, known or identified to me to be the Commission President of the Ada County Highway District that executed the said instrument, and acknowledged to me that such Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: ________________________
My commission expires: ________________________
EXHIBIT A

PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

A. **On-Site attendance and participation in project meetings.**

   Meetings: Project kick-off meeting; business process reviews; software installation; database installation; project implementation meetings.

   On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. **Deliver computer software (TRAKiT) and database structures for SQL/Server database.**

   Deliverable: Computer software; installation instructions; services to install software on CLIENT network and up to three (3) workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables. CRW does not configure/install any hardware.

   B.1. **Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.**

   Deliverable: Requires a separate web server hosting the ASP.NET pages to provide the following functions:

   - (1) Purchase, pay fees, & print permits using one of the following vendors. Payment gateways not listed will incur an additional cost. Payment gateway must be specified within 30 days of contract execution.
     - PayPal (Payflow Pro and/or Website Payments Pro)
     - Authorize.NET (standard mode only)
     - Plug ‘N’ Pay (standard mode only)
     - USA ePay (standard and redirect mode)
     - US Bank (redirect mode only)
     - Virtual Merchant (standard and redirect mode)
     - CSI eCollections (standard mode only)
     - PayGov/PayTrust (standard mode only)
     - Open Pay (standard mode only)
   - (2) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
   - (3) Request inspections as a Contractor or Citizen.
   - (4) Review inspection, review, condition, fee statuses and updates.
   - (5) Submit complaints. Requires CRM TRAK module.
   - (6) Interact with CLIENT GIS maps. Requires Advanced TRAKiT GIS level.
   - (7) Create user logsins for citizens and/or contractor login.
   - (8) Inspector login to change/input results.
   - (9) Reviewer login to update review notes and status results.

B.3. **Provide eMarkup module for digital plan markup.**

   Deliverable: eMarkup module for up to 10 (ten) concurrent user licenses.

   - (1) Login for review staff.
   - (2) Ability to open PDF and CAD files to digitally mark-up. Does not affect the source file.
   - (3) Comment directly on electronic plans.
   - (4) Save plans back to PermitTRAK and ProjectTRAK attachments.
   - (5) Provides up to (10) custom stamps. Additional stamps will incur an additional cost.
   - (6) Installation of ActiveX control on workstations requiring access.

C. **Provide data conversion services.**
Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Land data from a single source.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date. CRW does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

D. Provide software training.

Deliverable: Provide System Administrator training for up to two (2) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for up to two (2) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct four (4) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct eight (8) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct one (1) day of on-site, hands-on eMarkup training at CLIENT office. Class size is limited to eight (8) students per day.

CLIENT to provide classroom space, workstations, and networked access to the server for all on-site classes at CLIENT facilities. If CLIENT does not have hardware for conducting training, then CRW can provide onsite laptop labs for an additional cost.

E. Provide Project Implementation services.

Deliverable: Develop up to eight (8) custom forms, and up to three (3) custom reports, as directed by CLIENT staff; provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff; using information provided by CLIENT.

Deliverable: Installation of forms, fee tables, types, inspections, and valuation tables in TRAKiT database.

Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and project forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

F. Deliver integration to View Point financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the TRAKiT system into the View Point financial system. A sample export routine with instructions must be provided to CRW within 30 days of contract execution.

G. Deliver integration to Laserfiche Document Management System

Deliverable: Real-time exchange of attachments moved from TRAKiT into Laserfiche’s storage. Custom interface design to be specified between CRW and CLIENT.
CLIENT will ensure that the product/license is up to date to take advantage of CRW’s integration.
## EXHIBIT B

### PROJECT MILESTONE AND PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Task</th>
<th>CLIENT Responsibilities</th>
<th>CRW Responsibilities</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contract Execution / Notice to Proceed</td>
<td>CLIENT signs contract and provides Notice to Proceed.</td>
<td>CRW signs final contract.</td>
<td>June 2013</td>
</tr>
<tr>
<td>2. Project Hand-Off Call</td>
<td>CLIENT reviews and sets initial Project Timeline dates with CRW.</td>
<td>CRW &amp; CLIENT review Project Timeline; CRW delivers electronic copies of Configuration Guide.</td>
<td>June 2013</td>
</tr>
<tr>
<td>3. Confirm Hardware &amp; Required Systems</td>
<td>CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.</td>
<td>CRW reviews hardware specifications with CLIENT; CRW confirms remote access.</td>
<td>June 2013</td>
</tr>
<tr>
<td>4. Initial Data Extract</td>
<td>CLIENT uploads all legacy databases quoted in the contract to CRW’s FTP site.</td>
<td>CRW provides FTP access for uploading all source files. CRW reviews initial data upload.</td>
<td>June 2013</td>
</tr>
<tr>
<td>5. Software Installation</td>
<td>CLIENT provides remote access to servers.</td>
<td>CRW installs all TRAKiT software on CLIENT servers. One workstation will also be tested.</td>
<td>June 2013</td>
</tr>
<tr>
<td>6. First Payment Due 100% of Software Licensing = $171,500</td>
<td>Customer provides 1st payment for software licensing.</td>
<td></td>
<td>June 2013</td>
</tr>
<tr>
<td>7. GIS Consultation</td>
<td>CLIENT conducts meeting with CRW to discuss the delivery expectations for GIS data.</td>
<td>CRW offers suggestions to ensure expected delivery is achieved. CRW provides a sample ‘Map Template’ to be used within TRAKiT GIS.</td>
<td>June 2013</td>
</tr>
<tr>
<td>8. Delivery of Geodatabase</td>
<td>CLIENT uploads geodatabase onto CRW’s FTP site for data mapping.</td>
<td>CRW begins mapping the source tables to the TRAKiT structure.</td>
<td>June 2013</td>
</tr>
<tr>
<td>9. Database Consultation</td>
<td>CLIENT conducts meeting with CRW to discuss the data conversion process and a brief review of the data structure. CLIENT signs-off on Data Source Document.</td>
<td>CRW provides suggestions to ensure expectations are reviewed.</td>
<td>June 2013</td>
</tr>
<tr>
<td>10. Kick-Off Meeting</td>
<td>CLIENT attends and participates in Kick-Off Meeting. Kick-Off Meeting is divided into 2 days with one full onsite initial training day, followed by a review of the Configuration Guide.</td>
<td>CRW conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing LandTRAK data fields. CRW provides workflow samples for future discussions.</td>
<td>July 2013</td>
</tr>
<tr>
<td>11. 1st LandTRAK Data Map Review</td>
<td>CLIENT reviews land data mapping document with CRW.</td>
<td>CRW provides a draft of the Land data map based on GIS data provided and information requested by the user group.</td>
<td>July 2013</td>
</tr>
<tr>
<td>12. Initial Workflows</td>
<td>CLIENT provides initial workflows from various Departments for review.</td>
<td>CRW reviews initial workflows submitted for Business Process Meeting.</td>
<td>July 2013</td>
</tr>
<tr>
<td>13. Business Process Review Meeting</td>
<td>CLIENT provides information and participates in preliminary business process discussion. Sessions are divided among various Departments implementing TRAKiT.</td>
<td>CRW assists the CLIENT with Workbooks and identifies process adaptations. eTRAKiT expectations and settings are reviewed for configuration.</td>
<td>July 2013</td>
</tr>
<tr>
<td>14. 1st Draft of Data Mapping Document</td>
<td>CLIENT to review data mapping document for legacy data</td>
<td>CRW to review initial draft of data mapping document with</td>
<td>July 2013</td>
</tr>
<tr>
<td>Task</td>
<td>CLIENT Responsibilities</td>
<td>CRW Responsibilities</td>
<td>Target Date</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------</td>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>15. Spatial Joins &amp; Map Template Delivered</td>
<td>CLIENT provides all required spatial joins based on requirements. The finalized map template is also delivered to CRW.</td>
<td>CRW reviews the submitted spatial joins and map template from CLIENT.</td>
<td>August 2013</td>
</tr>
<tr>
<td>16. eTRAKIT Credit Card Gateway</td>
<td>CLIENT provides CRW with eTRAKIT credit card gateway information for integration.</td>
<td>CRW reviews credit card portal and prepares a scope for expectations.</td>
<td>August 2013</td>
</tr>
<tr>
<td>17. Workbook Collection Meeting</td>
<td>CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into workflow; CLIENT provides complete set of source data for conversion.</td>
<td>CRW collects CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT</td>
<td>August 2013</td>
</tr>
<tr>
<td>18. LandTRAK Data Map Sign Off</td>
<td>CLIENT signs-off on LandTRAK data mapping document.</td>
<td>CRW finalizes data map for CLIENT sign-off.</td>
<td>August 2013</td>
</tr>
<tr>
<td>19. Data Mapping Document Sign Off</td>
<td>CLIENT approves data mapping document after a review with CRW’s data conversion specialist.</td>
<td>CRW to provide data mapping documents, layouts, and explanations.</td>
<td>August 2013</td>
</tr>
<tr>
<td>20. System Configuration</td>
<td>CLIENT participates and provides additional information as needed by CRW.</td>
<td>CRW configures system according to Workbook responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).</td>
<td>September 2013</td>
</tr>
<tr>
<td>21. Map Services Data Delivered</td>
<td>CLIENT delivers Map services and Map services data to CRW prior to Initial Delivery.</td>
<td>CRW configures Map services with data.</td>
<td>September 2013</td>
</tr>
<tr>
<td>22. Initial Delivery</td>
<td>CLIENT will attend the demonstration of the delivery.</td>
<td>CRW installs and demonstrates configured system with various Departments. eTRAKIT validation/preferences are reviewed with CLIENT.</td>
<td>October 2013</td>
</tr>
<tr>
<td>23. Workflow Processes Delivered</td>
<td>CLIENT receives written workflow processes from CRW.</td>
<td>CRW delivers a sample set of workflow processes to CLIENT for review and use during Training.</td>
<td>October 2013</td>
</tr>
<tr>
<td>24. Second Payment Due 25% of Services = $39,712.50</td>
<td>Customer provides 2nd payment for services.</td>
<td></td>
<td>October 2013</td>
</tr>
<tr>
<td>25. System Acceptance Users Trained</td>
<td>CLIENT will provide meeting space and provide up to eight (8) staff for training.</td>
<td>CRW provides training materials and laptops with initial system configuration.</td>
<td>October 2013</td>
</tr>
<tr>
<td>26. System Acceptance Testing Begins</td>
<td>CLIENT “System Acceptance” Users verify accuracy and placement of converted data, forms &amp; reports; CLIENT tests software configuration; CLIENT tests program interfaces; CLIENT tests software customizations; CLIENT notifies CRW of desired changes.</td>
<td>CRW receives change requests from CLIENT and makes necessary revisions.</td>
<td>October 2013</td>
</tr>
<tr>
<td>27. Initial Delivery Revisions</td>
<td>CLIENT delivers revision list to CRW.</td>
<td>CRW receives review comments from CLIENT and begins adjusting configured system.</td>
<td>November 2013</td>
</tr>
<tr>
<td>28. External Interface Review</td>
<td>CLIENT tests any external data</td>
<td>CRW reviews any external data</td>
<td>November 2013</td>
</tr>
<tr>
<td>Task</td>
<td>CLIENT Responsibilities</td>
<td>CRW Responsibilities</td>
<td>Target Date</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------</td>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>29. Revised Delivery</td>
<td>CLIENT continues review of system.</td>
<td>CRW delivers revisions to CLIENT.</td>
<td>December 2013</td>
</tr>
<tr>
<td>30. Third Payment Due</td>
<td>Customer provides 3rd payment for services.</td>
<td></td>
<td>December 2013</td>
</tr>
<tr>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
</tr>
<tr>
<td>31. GIS Final Review</td>
<td>CLIENT tests map services and updates with CRW.</td>
<td>CRW finalizes GIS configuration for Go Live.</td>
<td>December 2013</td>
</tr>
<tr>
<td>32. Final Revisions List</td>
<td>CLIENT delivers final revision list to CRW.</td>
<td>CRW receives review comments from CLIENT and makes final adjustments.</td>
<td>January 2014</td>
</tr>
<tr>
<td>33. eTRAKiT Final Connection Validated</td>
<td>CLIENT validates the configuration settings for eTRAKiT portal.</td>
<td>CRW provides remote assistance for eTRAKiT payment portal.</td>
<td>January 2014</td>
</tr>
<tr>
<td>34. Final Delivery</td>
<td>CLIENT reviews final items submitted.</td>
<td>CRW installs modified system.</td>
<td>January 2014</td>
</tr>
<tr>
<td>35. System Acceptance Testing Ends</td>
<td>CLIENT approves final system before User Training commences.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36. Fourth Payment Due</td>
<td>CLIENT provides 4th payment for services.</td>
<td></td>
<td>January 2014</td>
</tr>
<tr>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
</tr>
<tr>
<td>37. CLIENT Support Transition Call</td>
<td>CLIENT attends remote discussion with CRW CLIENT Support team.</td>
<td>CRW introduces CLIENT Support team along with expectations for using technical assistance after Go Live.</td>
<td>February 2014</td>
</tr>
<tr>
<td>38. End User Training</td>
<td>CLIENT provides meeting space for up to eight (8) staff.</td>
<td>CRW provides training materials and laptops with configured system.</td>
<td>2 weeks after System Acceptance ends.</td>
</tr>
<tr>
<td>39. General System Administration Training</td>
<td>CLIENT core users attend a mini System Administrator training session prior to Go Live.</td>
<td>CRW conducts an accelerated System Admin session with core users for user privilege and general configuration management.</td>
<td>February 2014</td>
</tr>
<tr>
<td>40. Transition to Live</td>
<td>CLIENT provides final extract of historical data to CRW.</td>
<td>CRW converts data and loads onto CLIENT’s server.</td>
<td>February 2014</td>
</tr>
<tr>
<td>41. Go Live</td>
<td>CLIENT Goes Live with TRAKiT, and eTRAKiT.</td>
<td>CRW provides Go Live support onsite.</td>
<td>February 2014</td>
</tr>
<tr>
<td>42. Final Payment</td>
<td>CLIENT provides final payment.</td>
<td>30 days after completion of Go Live.</td>
<td>30 days after completion of Go Live.</td>
</tr>
<tr>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
<td>25% of Services = $39,712.50</td>
</tr>
<tr>
<td>43. Follow-up Visit</td>
<td>CLIENT assembles various Departments for review with CRW.</td>
<td>CRW conducts an onsite follow-up visit 45 days after Go Live.</td>
<td>45 days after completion of Go Live.</td>
</tr>
<tr>
<td>44. System Administrator / Report Writing Training</td>
<td>CLIENT provides System Administrators for training at a remote location.</td>
<td>CRW trains CLIENT staff at any of the following locations &amp; dates.</td>
<td>Date and location to be determined based on availability.</td>
</tr>
</tbody>
</table>

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.
## EXHIBIT C

### PROJECT COST SUMMARY

#### A. Software & Licensing Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>LandTRAK, Advanced TRAKiT GIS (ArcGIS Server Version 9.3.1 and above)</td>
<td>$17,500</td>
<td>Module</td>
</tr>
<tr>
<td>PermitTRAK</td>
<td>$9,500</td>
<td>Module</td>
</tr>
<tr>
<td>ProjectTRAK</td>
<td>$9,500</td>
<td>Module</td>
</tr>
<tr>
<td>AEC TRAK</td>
<td>0</td>
<td>Module</td>
</tr>
<tr>
<td>CodeTRAK</td>
<td>$9,500</td>
<td>Module</td>
</tr>
<tr>
<td>CRMTRAK</td>
<td>$10,500</td>
<td>Module</td>
</tr>
<tr>
<td>eTRAKiT</td>
<td>$15,000</td>
<td>Module</td>
</tr>
<tr>
<td>eMarkup</td>
<td>$40,000</td>
<td>10 Users</td>
</tr>
<tr>
<td>End-User Licensing (concurrent)</td>
<td>$60,000</td>
<td>40 Users</td>
</tr>
</tbody>
</table>

**Sub-total:** $171,500

#### B. Implementation & Project Management

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Configuration</td>
<td>$22,000</td>
<td>40 class. Types</td>
</tr>
<tr>
<td>Control Tables Setup</td>
<td>$12,500</td>
<td></td>
</tr>
<tr>
<td>GIS Integration</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>iTRAKiT Configuration</td>
<td>$3,500</td>
<td></td>
</tr>
<tr>
<td>eTRAKiT Configuration</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>TRAKiT System Installation – Support</td>
<td>$1,500</td>
<td>1 remote day</td>
</tr>
<tr>
<td>Kick-off Meeting</td>
<td>$2,500</td>
<td>1 Day</td>
</tr>
<tr>
<td>Business Process Review (BPR Meeting)</td>
<td>$10,000</td>
<td>4 Days</td>
</tr>
<tr>
<td>Project Meetings (on-site)</td>
<td>$12,500</td>
<td>5 Days</td>
</tr>
<tr>
<td>CRW Go-Live Support</td>
<td>$5,000</td>
<td>2 Days</td>
</tr>
</tbody>
</table>

**Sub-total:** $79,500

#### C. Data Conversion

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessor, or GIS import</td>
<td>$5,000</td>
<td>Assessor or GIS data</td>
</tr>
</tbody>
</table>

**Sub-total:** $5,000

#### D. Training Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>End User Training</td>
<td>$20,000</td>
<td>8 days</td>
</tr>
<tr>
<td>System Acceptance Training</td>
<td>$10,000</td>
<td>4 days</td>
</tr>
<tr>
<td>eMarkup Training</td>
<td>$2,500</td>
<td>1 day</td>
</tr>
<tr>
<td>System Admin/Report Writing Training</td>
<td>$3,000</td>
<td>2 seats</td>
</tr>
</tbody>
</table>

**Sub-total:** $35,500

#### E. Travel & Expenses

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
</table>

**Total of TRAKiT Installation:** $330,350

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial System Integration</td>
<td>$2,500</td>
<td>View Point (batch script)</td>
</tr>
<tr>
<td>Custom Reports</td>
<td>$4,500</td>
<td>3 reports</td>
</tr>
<tr>
<td>Custom Forms</td>
<td>$9,600</td>
<td>8 forms</td>
</tr>
<tr>
<td>Laserfiche Integration (push)</td>
<td>$3,500</td>
<td></td>
</tr>
</tbody>
</table>

**Sub-total:** $20,100

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total of TRAKiT Installation:</strong></td>
<td>$330,350</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of “Community Development Software” (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of “TRAKiT”.

2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.

3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is forty (40). The designated number of concurrent Users/Administrators/Observers for eMarkup license is ten (10). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.

4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.

5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.

6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.

7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW’s Response to the CLIENT’s RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.

9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.

10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.

11. CRW’s sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.

12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.
EXHIBIT E

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.

2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.

3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.

4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.

5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. “Productive Use” shall include the issuance of any building permits, inspections and/or fee collection from the general public.

6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.
SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This Agreement is entered into this ______ day of June, 2013, by and between ADA COUNTY HIGHWAY DISTRICT, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") (collectively referred to as "the PARTIES") for the maintenance and support services of permit and code enforcement software as further specified in Exhibit A (the "SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

EXHIBIT A:  Covered Sites, Software Modules & Configuration
EXHIBIT B:  Services and Fees

B. COVERAGE

B.1. SCOPE OF SERVICES:

CRW shall provide maintenance service, technical support and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B.2. DESCRIPTION OF SERVICES:

B.2.1. SUPPORT SERVICES. During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

B.2.2. TECHNICAL SUPPORT. CLIENT shall have email and Toll-free phone access to CRW Monday through Friday during their normal business hours. CRW shall use its best efforts to work with and support all CLIENT-users who may call CRW with technical questions, however, CRW reserves the right to restrict email and/or telephone access to CLIENT-designated representatives only, as further detailed in Section G.3. herein. CRW shall have contact with CLIENT's designated System Administrator by telephone or email at least once per month to discuss system performance and unanswered questions. At the request of the CLIENT a quote for onsite technical support may be provided at any time.

B.2.3. REMEDIAL SUPPORT. Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall respond as follows:

(a) SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers an acceptable work-around, the severity classification will drop to Severity 2.

(b) SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the
Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers an acceptable workaround for a Severity 2 problem, the severity classification will drop to a Severity 3.

(c) SEVERITY 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: CRW will provide a fix or fixes for Severity 3 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

(d) SEVERITY 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will provide a fix or fixes for Severity 4 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

(e) For the purpose of the response listed above, an “hour” is defined as one (1) business hour during CRW office hours, and a “day” is defined as one (1) business day during CRW office hours.

B.2.4. EMAIL/ FACSIMILE SUPPORT. For Severity 3 & Severity 4 issues, CRW provides a written problem report. CLIENT may submit a problem report via email or fax at any time. CRW shall acknowledge receipt of all reports with a telephone call or response email to CLIENT and provide a resolution to the problem within 15 days or at the next scheduled maintenance release, whichever occurs first.

B.2.5 MAINTENANCE SERVICES. During the term of this Agreement CRW will maintain the Covered Software by providing CLIENT with all software upgrades, enhancements and modifications. All updates or new versions shall be provided to CLIENT via download through CRW’s website. CRW anticipates at least one upgrade per quarter.

B.2.6. SERVICES NOT INCLUDED. Maintenance Services do not include any of the following:

(a) Custom programming services;
(b) On-site support, including installation of hardware or software;
(c) Support of any software not designated as Covered Software.
(d) Custom reports/forms or a modification to an existing reports/forms.
(e) Training, except as specified in Exhibit B.

B.2.7. LIMITS OF LIABILITY. CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

B.2.8. ADDITIONAL SERVICES. CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW’s discretion.
C. COMPENSATION

C.1. FEES:

C.1.1. SERVICE FEES: Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

C.1.2. TAXES: CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

D. EXCLUSIONS OF LIABILITY

D.1. WARRANTY: CRW MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CRW IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRW OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CRW SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CRW BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CRW UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

D.2. INDEMNITY:

D.2.1. To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.

D.2.2. To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.

E. INSURANCE & LICENSES

E.1. WORKER'S COMPENSATION INSURANCE:

Throughout the term of this Agreement and any extension thereof, CRW shall maintain Workers’ Compensation and Employer’s Liability Insurance of a form and in an amount as required by state law.

E.2. GENERAL LIABILITY:

Throughout the term of this Agreement and any extension thereof, CRW shall maintain Comprehensive General Bodily Injury and Property Damage Liability Insurance, including automobile (non-owned, or hired), in the amount of One Million Dollars ($1,000,000), combined single limits per occurrence and annual aggregate.

E.3. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which
CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

F. TERM AND TERMINATION

F.1. TERM:

The initial term of this Agreement commences on the Effective Date and shall continue in effect for a period of one year (the "Initial Term"). The Initial Term will automatically renew annually for successive one-year periods ("Renewal Terms") unless either party notifies the other at least 30 days before the expiration of the Initial Term or any of the Renewal Terms that it does not wish to renew the Agreement. The Initial Term and the Renewal Terms are collectively referred to as the "Agreement Term." Notwithstanding the foregoing, this Agreement may be terminated as provided in this Section F.1, Section F.2, and Section F.3.

F.2. TERMINATION:

Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution. If CLIENT is precluded from committing to make certain future payments due hereunder in either the Initial Term or any of the Renewal Terms, this paragraph will apply. CLIENT has appropriated the funds necessary to make all payments when due under the Agreement during CLIENT’s initial fiscal period during the Agreement Term. CLIENT agrees that in each succeeding fiscal year during the term of this Agreement, CLIENT will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon CLIENT under state law. In the event that despite the best efforts of CLIENT, CLIENT determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, CLIENT may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CRW of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by CLIENT.

G. ADDITIONAL PROVISIONS

G.1. CLIENT REFERENCES:

CRW will not use CLIENT’s name, logo or any other trademarks (including in any press releases, CLIENT “case studies," and the like) without CLIENT’s prior written approval, email acceptable.

G.2. INDEPENDENT CONTRACTOR:

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

G.3. DESIGNATED CONTRACT REPRESENTATIVES:

All communication relating to fees, termination or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>CRW</th>
</tr>
</thead>
</table>
| Gary Inselman  
Development Services Manager  
Ada County Highway District  
3775 N. Adams St  
Garden City, Idaho 83714  
Phone: (208) 387-6170  
Fax: (208) 387-6393  
Email: ginselman@achd.idaho.org | Christopher R. Wuerz, P.E.  
President, CRW Systems, Inc.  
2036 Corte Del Nogal, Suite 200  
Carlsbad, CA  92011  
Phone: (858) 451-3030  
Facsimile: (858) 451-3870  
Email: chris@crw.com |
Should the designated representative or address of either Party change during the term of this Agreement, or any extension thereof, said Party shall provide written notice to the other prior to the effective date of change.

G.4. ENTIRE AGREEMENT:

Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the Parties, which supersedes and merges all prior proposals, understanding and all other Agreements with respect to software maintenance, service and support, whether oral or written, between the Parties. Nothing contained in this Agreement is intended to benefit any third party. The contractors, subcontractors, or suppliers are not intended third party beneficiaries of this Agreement.

G.5. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing Party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

G.6. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of IDAHO. Venue for the enforcement of this agreement shall lie exclusively in ADA COUNTY, IDAHO.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the COURT OF ADA COUNTY, IDAHO, and all parties hereto specifically waive any “venue privilege” they may have in any other jurisdiction.

G.7. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CRW may not assign any of its responsibilities or obligations hereunder to any other person or entity without written consent of CLIENT.

G.8. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

G.9. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

G.10. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before June 30, 2013.
EXHIBIT A

COVERED SITES, SOFTWARE MODULES AND CONFIGURATION

A. COVERED SITES

This Agreement covers the following CLIENT sites

Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKIT Software Modules included: ProjectTRAK, PermitTRAK, CodeTRAK, CRM TRAK, AEC TRAK, LandTRAK, LandTRAK, Reports.

2. TRAKIT

3. eTRAKIT

4. eMarkup

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

40 Simultaneous Users, 10 eMarkup users and 0 Observer licenses of Covered Software purchased by CLIENT.
EXHIBIT B

SERVICES AND FEES

Maintenance Services and support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the fourth Renewal Term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

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