

**AMENDMENT NO. 1 TO THE SOFTWARE SUBSCRIPTION AND SERVICES
AGREEMENT BETWEEN SNOHOMISH COUNTY AND AURIGO SOFTWARE
TECHNOLOGIES, INC.**

This Amendment No. 1 to the Software Subscription and Services Agreement between Snohomish County and Aurigo Software Technologies, Inc. ("Amendment No. 1") is entered into as of this 8th day of March, 2019, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Aurigo Software Technologies, Inc., incorporated under the laws of the State of Texas (the "Contractor" or "Aurigo").

RECITALS

- A. Whereas, the County and Aurigo Software Technologies, Inc. are the parties to that certain Software Subscription and Services Master Agreement (the "Agreement") executed on May 30, 2018; and
- B. Whereas, the Exhibit C Statement of Work, Phase 2 Configuration and Implementation states that the Contractor shall submit to the County a detailed Requirements Analysis Report and Implementation Plan/ Statement of Deliverables based on the knowledge gained and work completed in Exhibit C, Phase 1, to be incorporated into the Agreement as Appendix 1 to Exhibit C when accepted by Snohomish County; and
- C. Whereas, the Contractor submitted and the County accepted the Statement of Deliverables on September 9, 2018; and
- D. Whereas, during the implementation and User Acceptance Testing (UAT) of the Statement of Deliverables (SOD), the County determined that additional functionality was needed that was not included in the original Agreement and Statement of Deliverables; and
- E. Whereas, the Contractor is prepared to perform the requested services and has submitted a fair and reasonable proposal to perform the services, and the County wishes to accept the Contractor's proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:


1. The Aurigo Masterworks Implementation Statement of Deliverables, attached hereto, is hereby incorporated by this reference into the Master Agreement as Appendix 1 to Exhibit C, Statement of Work.

2. A new exhibit is added, attached hereto and hereby incorporated by this reference:
Exhibit E, Statement of Work for Amendment No. 1.

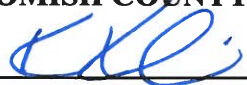
Except as expressly provided in this Amendment No. 1, all of the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.


Aurigo Software Technologies, Inc.

By: 
Printed Name: BALAJI SREENIVASAN
Title: CEO
Date: 02/27/2019


SNOHOMISH COUNTY

By:  **KEN KLEIN**
Snohomish County Executive **Executive Director**
Date: 3/8/19

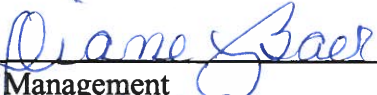
RECOMMENDED FOR APPROVAL

By: 
Director, Department of Information Technology
Date: 3/6/2019

APPROVED AS TO FORM ONLY:

By: 
Deputy Prosecuting Attorney
Date: 3/5/2019

RECOMMENDED FOR APPROVAL

By: 
Risk Management
Date: 3/6/19

**MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND AURIGO SOFTWARE TECHNOLOGIES**

Exhibit E

Statement of Work for Amendment No. 1



Attention:

David Baxter
Snohomish County
Department of Information Technology
3000 Rockefeller MS 709
Everett, WA 98201
Email:
David.Baxter@co.snohomish.wa.us

Aurigo Contact



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Email: Brittani.McCall@Aurigo.com

Table of Contents

1	Scope of Services.....	3
1.1	Schedule Impact:	4
1.2	Acceptance:	5
2	Pricing & Payment Terms.....	5

1 Scope of Services

During the User Acceptance Testing (UAT) of the Implementation Lifecycle, Snohomish Subject Matter Experts (SMEs) logged feedback that was agreed by the County and Contractor to be either a feature request or an enhancement. These items are listed below. These features and enhancements are not part of the original signed Statement of Deliverables Functional Specifications or the Master Agreement. Snohomish County now desires to add these features and enhancements as an amendment to the Master Agreement.

Aurigo shall perform the following tasks as set forth in the "Details" column of Table 1 to this Exhibit D

Table 1 - List of items incorporated in this Change Request

ID	Title	Details
35	Request for all Masterworks users to have the ability to view reports	Aurigo shall configure report viewing permission for all users within Masterworks
61	Request for signature lines to be added to the Force Account report. The existing Force Account Report included in Masterworks does not include spaces for signatures required for Snohomish County's business process.	Aurigo shall add spaces for the signature in the existing report in Masterworks for the Snohomish County Representative and the Contractor Representative.
62	Force Account form Item Number; request to replace with a "line No." field.	Aurigo shall configure the Force Account Form to replace the "Pay item number" field with a "Line No" field. The Line No. field will include data referenced from the Contract Items.
65	Request for an added signature line and additional text on Weekly Statement of Working Days.	Aurigo shall insert the following text into the Weekly Statement of Working Days report: "Note: The Contractor will be allowed 10 days from the date of this report in which to protest in writing the correctness of this statement. Otherwise it shall be deemed to have been accepted as correct." Aurigo shall add a signature space for Project Engineer in the Weekly statement of Working days report.

ID	Title	Details
19	Daily Progress Report (DPR) approval; Snohomish County business flow requires the ability for only the Project Engineer to approve the DPR and Contract Administrator to approve Item Postings. These two forms are combined in Masterworks "out of the box." The County requested an additional form/report to accommodate County business needs.	Aurigo shall configure the DPR and Item posting as separate individual forms. Aurigo shall configure the DPR as detailed in ID # 55 below, and so that the DPR has its own approval flow, in which only the Project Engineer is the approver.
55	County process often requires the addition of equipment not on the original project list during the course of a construction project. SMEs requested the ability to add additional equipment to the DPR as needed.	Aurigo shall configure the DPR form to include a section for added equipment. This configuration will allow the user to select the equipment type from the library of "Equipment" available in Masterworks, and to add additional notes about equipment selected into the "Equipment" section of the DPR form.
64	County business process includes a requirement for recording half days on the Weekly Statement of Working Days form. County requested a modification to the number of work days.	Aurigo shall configure the Weekly statement of working days form to allow the user to select 0.5 and 1 work days.
74	Pay Estimate by Tax Group Details Report, additional column requested.	Aurigo shall add an additional column, "% Complete" in the Pay Estimate by Tax Group Details Report.
75	Comparison of Quantities Report, two additional columns requested.	Aurigo shall add two columns to the Comparison of Quantities report, one titled "% Overrun" and one titled "% Underrun"

1.1 Schedule Impact:

As part of this Amendment No. 1 Aurigo shall add an additional sprint to the current schedule. This will push the Go Live date to 2/27/2019. See Figures 1 and 2 for more detailed information.

ID	% Complete	Task Name	Duration	Start	Finish
1	82%	▲ Snohomish County Construction/Contract Compliance Management Solution	132 days	Mon 7/23/18	Thu 1/24/19
2	100%	▲ Business Process & Fit-Gap Analysis Study	30 days	Mon 7/23/18	Fri 8/31/18
3	100%	▷ Project Kick Off	0 days	Mon 7/23/18	Mon 7/23/18
8	100%	▷ As Is and To Be analysis	5 days	Mon 7/23/18	Fri 7/27/18
10	100%	▷ Final Planning, Integrate into current Processes	25 days	Mon 7/30/18	Fri 8/31/18
17	100%	▷ Configuration	80 days	Mon 9/3/18	Fri 12/21/18
71	100%	▷ Regression, Security and Performance Testing	5 days	Mon 12/24/18	Mon 12/31/18
73	0%	▷ User Acceptance Testing	18 days	Mon 12/24/18	Fri 1/18/19
78	0%	▲ Training	27 days	Mon 12/17/18	Thu 1/24/19
79	0%	Training Material Creation	10 days	Mon 12/17/18	Mon 12/31/18
80	0%	Solution Manual Creation	10 days	Mon 12/17/18	Mon 12/31/18
81	0%	Solution Training	2 days	Tue 1/22/19	Wed 1/23/19
82	0%	Administration Training	1 day	Thu 1/24/19	Thu 1/24/19
83	0%	▲ Go Live / Rollout	39 days	Mon 1/21/19	Thu 3/14/19
84	0%	Pre-prod Testing	3 days	Mon 1/21/19	Wed 1/23/19
85	0%	Setup Production Environment	2 days	Thu 1/24/19	Fri 1/25/19
86	0%	Deployment Testing	3 days	Mon 1/28/19	Wed 1/30/19
87	0%	Go/NoGo Decision (Internal / Client)	1 day	Thu 1/31/19	Thu 1/31/19
88	0%	Payment Milestone - Go Live	30 days	Fri 2/1/19	Thu 3/14/19

Figure 1: Current Schedule

ID	% Complete	Task Name	Duration	Start	Finish
1	78%	▲ Snohomish County Construction/Contract Compliance Management Solution	155 days	Mon 7/23/18	Tue 2/26/19
2	100%	▷ Business Process & Fit-Gap Analysis Study	30 days	Mon 7/23/18	Fri 8/31/18
17	100%	▷ Configuration	80 days	Mon 9/3/18	Fri 12/21/18
71	100%	▷ Regression, Security and Performance Testing	5 days	Mon 12/24/18	Mon 12/31/18
73	30%	▲ User Acceptance Testing	42 days	Mon 12/24/18	Thu 2/21/19
74	100%	UAT Prep and Test Scripts	5 days	Mon 12/24/18	Mon 12/31/18
75	75%	User Acceptance Testing	3 days	Wed 1/9/19	Fri 1/11/19
76	75%	UAT Resolve Issues	5 days	Mon 1/14/19	Fri 1/18/19
77	0%	FS Approval and Change Order Approval	5 days	Mon 1/21/19	Fri 1/25/19
78	0%	Change Request configuration	15 days	Mon 1/28/19	Fri 2/15/19
79	0%	Regression testing	2 days	Mon 2/18/19	Tue 2/19/19
80	0%	UAT for Change request	2 days	Wed 2/20/19	Thu 2/21/19
81	0%	Milestone UAT Complete - Ready for Production	0 days	Thu 2/21/19	Thu 2/21/19
82	0%	▷ Training	50 days	Mon 12/17/18	Tue 2/26/19
87	0%	▲ Go Live / Rollout	34 days	Fri 2/22/19	Wed 4/10/19
88	0%	Setup Production Environment	2 days	Fri 2/22/19	Mon 2/25/19
89	0%	Deployment Testing	1 day	Tue 2/26/19	Tue 2/26/19
90	0%	Go/NoGo Decision (Internal / Client)	1 day	Wed 2/27/19	Wed 2/27/19
91	0%	Go Live	0 days	Wed 2/27/19	Wed 2/27/19
92	0%	Payment Milestone - Go Live	30 days	Thu 2/28/19	Wed 4/10/19

Figure 2: Proposed Schedule with new features

1.2 Acceptance:

Acceptance of the tasks set forth in Table 1 shall be pursuant to Section 6 of the Master Agreement.

- Aurigo shall notify the County when the new features are available for testing.
- Snohomish County personnel shall test these new features in the UAT environment and notify Aurigo of acceptance.
- After County acceptance, Aurigo shall move these new features to the Production environment.

2 Pricing & Payment Terms

The County shall, upon receipt of appropriate documentation, compensate Aurigo for Aurigo's services pursuant to the flat fee schedule below:

Description	Snohomish Accepted Cost
Development effort	\$13,035.00
Testing effort	\$6,250.00
Business Analyst effort	\$2,275.00
Training Specialist effort	\$800.00
Project Manager effort	\$2,600.00
Total	\$24,960.00

- The prices quoted are exclusive of any applicable taxes.

- There will be no additional charges if project extends beyond agreed Go Live date due to delay in configurations or other Aurigo responsibilities, provided all Snohomish County's responsibilities are met on time and there are no additional changes to this modified scope.
- Prices above are exclusive of the followings services
 - Integration and Data Migrations services
- Aurigo shall address Issues/Bugs raised within 30 days from the final go-live on priority with no additional cost.
- 50% is payable on execution of Amendment No. 1, with the balance payable on acceptance.