**PREPARED FOR**

Livingston County ("Subscriber")

304 E Grand River Ave

Howell, MI 48843

**PREPARED BY**

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at brightlysoftware.com**

**PUBLISHED ON**

January 18, 2024

**Subscription Term: 12 months (01/01/2025 - 12/31/2025)**

| Professional Services | | |
|---|---|---|
| **Item** | **Pricing Based On** | **Investment** |
| Capital Predictor Enterprise Implementation | One-Time | 25,560.00 USD |
| | | **Subtotal:** 25,560.00 USD |
| **Total Initial Investment** | | **25,560.00 USD** |

# Predictor Enterprise Implementation and Training - Statement of Work

## Package 2

**Purpose**

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

**Value**

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

    *A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision- making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):

**Methodology and Approach**

**Task 1: Pre-Workshop Kick-Off Meeting and Preparation**

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

**Sub-Task 1.1: Kick-Off Meeting**

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install  Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

**Sub-Task 1.2: Pre-Workshop Preparation**

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

**Client Responsibilities**

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that

participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.

3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.

4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.

5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

**Deliverables**

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

**Task 2: Lifecycle Model Training and Model Building Workshop  [Remote Task: Three-day duration]**

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

   Workshop Session 1: (3 hours)

   Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;
3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;

4. Integration with GIS;
5. Reporting methods.


2. Lifecycle Model Development and Training for Asset Group 1

      Workshop Session 2: (3 hours)

      Workshop Session 3: (3 hours)

      Participants: Client Asset System Managers and their designee(s), Project Manager


Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
d. Degradation Profile. The deterioration curve of the asset(s).
e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
k. Data acquisition from a Feature Service on ArcGIS Online
l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
n. Predictor Enterprise Reports
o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class

3. Wrap Up

    Workshop Session 4: (3 hours)

    Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

**Client Responsibilities**

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

**Deliverables**

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation  Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the  Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

**Task 3: Post Workshop Training and Support**

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation  Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the  Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models,

reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.

3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

**Project Assumptions**

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

**Excluded from Services**

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.

**Milestone Billing - Invoice Schedule**

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met.  Below is the schedule for the billing milestones and the related percentage.

| Predictor Enterprise Model Development Milestones | Description | Percentage |
|---|---|---|
| Kickoff and Data Gathering | Kickoff meeting and initial model preparation (Task 1) | 50% |
| Workshop Sessions and Wrap Up | Lifecycle model building, workshop sessions and wrap up (Task 2) | 50% |

**Order terms**

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.

- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at [http://brightlysoftware.com/terms (http://brightlysoftware.com/terms)](http://brightlysoftware.com/terms) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at [http://brightlysoftware.com/terms (http://brightlysoftware.com/terms)](http://brightlysoftware.com/terms) is expressly incorporated into the Agreement by reference.

- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.

- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.

- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

**Additional information**

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.

- Please reference Q-391013 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)

- Brightly Software, Inc. can provide evidence of insurance upon request.

**Illuminate: Bringing the best Ideas to Light**

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

**Enlighten** Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

**Envision**

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

**Engage**

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

**The Brightly Bundle includes meals, a 4-night hotel stay and tuition**. Registration is open beginning October 1st, 2023 through March 8th, 2024.

# Signature

Presented to:

Q-391013

Accepted by:

_____

**Printed Name**

_____

**Signed Name**

_____

**Title**

_____

**Date**