



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/10		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of consulting services for Business Process Mapping for the Customer and Utility Services Department, in the amount of \$98,000, from Loblolly Consulting, LLC., through an existing contract/agreement with the state of Texas Department of Information Resources (DIR) and authorizing the City Manager to execute all necessary documents. (DIR-SDD-893)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	98,000	0	98,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-98,000	0	-98,000
BALANCE	0	0	0	0
FUND(S): TECHNOLOGY FUND (062)				
COMMENTS: Funds are available in the 2009-10 Technology Fund operating budget for consulting services in the amount of \$98,000. Approval of this item will allow the City to enter into an agreement with Loblolly Consulting, LLC., for a Customer and Utility Services Business Process Mapping project.				
STRATEGIC PLAN GOAL: Conducting a business process mapping project relates to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
Technology Services requests Council approval for Loblolly Consulting, LLC., to perform consulting services for the Customer and Utility Services Department, in the amount of \$98,000, to perform a Business Process Mapping project that will define the baseline of existing processes and functionality of the current Sungard Public Sector application, formerly known as H.T.E., before any major enhancements are performed to this environment. Without a valid baseline it becomes difficult to accurately predict the impact of future changes upon operations and the customers. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-893).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract and Staff Memo				

Memo

To: Bruce Glasscock
From: David Stephens
CC: Mark Israelson
Date: 5/26/10
Re: Business Process Mapping for Customer Utility Services/Billing

As we prepare for future actions related to the Customer Utility Services/Billing systems it is necessary to do some preparation. One of these planning activities includes a procedure called Business Process Mapping (BPM). Business process mapping refers to activities involved in defining exactly what a business entity does, who is responsible, to what standard a process should be completed and how the success of a business process can be determined. This mapping will allow the City to collect information that is currently distributed among various departments and personnel.

The ability to document the existing processes and procedures used by staff is critical to understanding the utilization of the current Sungard Public Sector application, formerly known as H.T.E.. As the City of Plano looks to the future it becomes evident that no matter whether we do an upgrade to the next version of the Sungard OneSolution or look at migrating to a different application, we must make sure that functionality is defined and if services are to be impacted then those impacts are identified in advance. Any future upgrade will require an analysis to determine the desired state of the functions of the application. Without a valid baseline of existing processes and functionality, it becomes difficult to accurately predict the impact upon operations and the customers.

A request was issued to several State of Texas Department of Information (DIR) registered vendors to provide a quote for a BPM engagement. Under the DIR contract, specifically the Deliverables Based IT Services category (DBITS), these vendors were previously identified as capable of providing these types of services. The vendors who were asked to submit proposals included Gartner, Inc. (DBITS contract DIR-SDD-973) and Loblolly Consulting, LLC (DBITS contract DIR-SDD-893).

Both of the vendors submitted proposals that were detailed in terms of scope, expected impact upon staff, deliverables, and outcomes. The timeframes for both proposals were between 11 to 12 weeks in duration.

At this time I would recommend that this BPM project be awarded to Loblolly Consulting, LLC due to the lower not to exceed price they proposed. Loblolly Consulting, LLC's price of \$98,000 was lower than Gartner's price of \$106,080. This proposal is covered under the DIR contract DIR-SDD-893.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND LOBLOLLY CONSULTING, LLC
FOR BUSINESS PROCESS MAPPING
AND DOCUMENTATION PROJECT**

THIS CONTRACT is made and entered into by and between **LOBLOLLY CONSULTING, LLC**, whose address is 506 Carolyn Avenue, Austin, Texas, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall conduct a business process mapping and documentation project. These services shall be provided in accordance with this Contract and with The Department of Information Resources Contract No. DIR-SDD-893, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Department of Information Resources Contract No. DIR-SDD-893, on file with the City of Plano Technology Services Department;
- (c) Loblolly Consulting LLC's Statement of Work (Exhibit "A"); and
- (d) Affidavit of No Prohibited Interest (Exhibit "B").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **NINETY-EIGHT THOUSAND AND 00/100 DOLLARS (\$98,000.00)** according to the payment schedule set forth in the attached Exhibit "A."

**III.
TIME OF COMPLETION**

Contractor agrees and covenants that the duration of this project shall be 3 months (12 consecutive weeks) from June 21, 2010 through September 20, 2010.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Department of Information Resources Contract No. DIR-SDD-893 or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
INDEMNIFICATION AND HOLD HARMLESS

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-

INFRINGING WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

X. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XII.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.
FORCE MAJUERE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "B."

**XV.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

XVI. SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVII. TERMINATION FOR CONVENIENCE

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

XVIII. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Contract will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Contract. The obligations set forth in this Section will survive the expiration or termination of this Contract.

**XIX.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Loblolly Consulting, LLC
506 Carolyn Avenue
Austin, Texas 78705
Attn: _____

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XX.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and Department of Information Resources Contract No. DIR-SDD-893 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXI.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

LOBLOLLY CONSULTING, LLC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **LOBLOLLY CONSULTING, LLC.** a _____ limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



To: David Stephens, CIO
City of Plano
1520 Ave. K
Plano, TX 75086

From: Pat Wyman, President
Loblolly Consulting, LLC

DBITS Contract Number: DIR-SDD-893

VID/Number: 1205158007900 / 48032

Subject: Business Process Mapping and Documentation Project

Loblolly Consulting is honored to provide this proposal for your consideration to conduct a Business Process Mapping (BPM) Project for the City of Plano Utility Billing Services Department (called the 'Client'). The purpose of this project is for Loblolly teamed with KEDARit to work with Utility Billing Services staff to document existing process flows, staff roles and responsibilities, and detail procedures.

SCOPE

- Interview up to 25 Client staff.
- Coordinate one-on-one and group meetings with Client staff.
- Conduct on-site one-on-one and group meetings with Client staff up to two consecutive days per week.
- Develop and incorporate policies and practices and other controls into process flow diagrams and descriptions.
- Define process related staff roles and responsibilities.
- Define and document up to 350 procedures.
- Define technology system related interactions and dependencies.
- Customize the Integrated DEfinition (IDEFO) BPM methodology to develop process flows diagrams and descriptions, and use the Information Mapping Methodology to document detail procedures. We will review the existing and/or recommend a BPM tool for this project.
- Deliver detail documents of process descriptions, process flow diagrams, detail procedures, staff roles and responsibilities, and interactions with technology systems and other departments in Microsoft Word format.
- Deliver BPM Executive Summary in Microsoft Power Point format.
- Conduct management presentation of the Executive Summary.
- Project duration of 3 months (12 consecutive weeks) from June 21th, 2010 through September 20th, 2010.



SCHEDULE

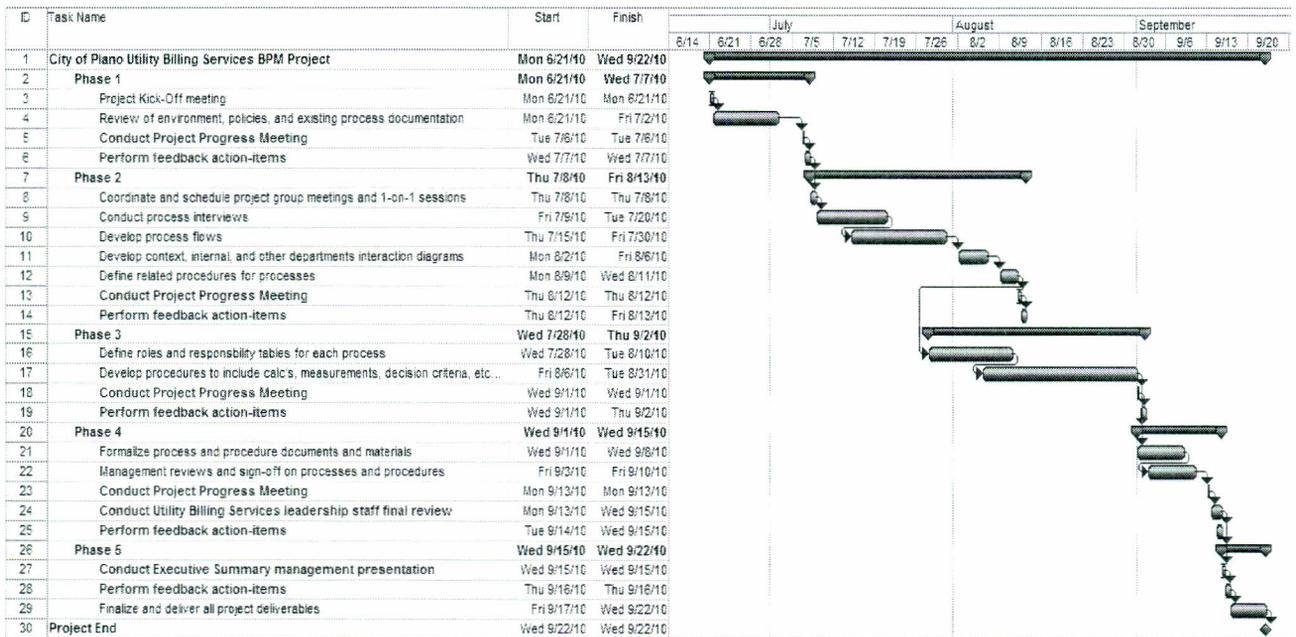
This table illustrates the planned project phases, and milestone dates.

Phase	Actions and Deliverables	Dates
1	Project kick-off meeting, environment and policy review, and technology systems demo.	Jun 21 st - July 6 th
2	Deliver documented process flows with related staff roles and responsibilities, technology system interactions, and other department interfaces.	July 8 th – Aug 13 th
3	Deliver documented process procedures that include, but are not limited to calculations, measurements, decision criteria, management reports, etc...	Aug 9 th – Sept 1 st
4	Review and finalize all process documentation with Utility Billing staff leadership.	Aug 31 st –Sept 13 th
5	Conduct management presentation of Executive Summary	Sept 15 th

PROJECT GANTT

The following illustrates the project phases, tasks and dates. This project entails:

- 3 to 4 business process mapping and procedure documentation resources
- 1440 hours of effort - estimate
- Over a 3-month period



DELIVERABLES

The final deliverables are:

- 10 bound printed color copies of the Process and Procedures Document
- CD that contains:
 - Executive Summary presentation in Microsoft PowerPoint format
 - Process and Procedures Document in Microsoft Word format
 - All related documents and materials



ASSUMPTIONS

- Client staff will be available for project meetings and follow-up calls.
- The Loblolly team is provided a work and meeting area for on-site visits.
- Client will provide a single point of contact person to coordinate meetings and interview schedules with staff.
- It is not anticipated that travel will be requested by the Client, but should a request for travel be approved the Client will be reimburse Loblolly at actual cost.

TEAM

The Loblolly assigned team is a Senior Project Manager, two Management Consultants, and a Project Officer.

PRICE

The not to exceed price for this project is \$98,000.

Should project scope items be modified by the Client in order to complete the project, Loblolly will submit to the Client a Change Order to adjust the price.

Scope items that would dictate a Change Order are:

- greater than 350 procedures are documented,
- more than 25 individual Client project participants
- additional days beyond the September 22, 2010 project end date, and
- more than two consecutive on-site days per week are required.

PAYMENT SCHEDULE

This not to exceed project price will be invoiced as follows:

1. \$49,000 (50%) payable within 10 days of the signing of the "Authorization to Proceed" for this project.
2. \$24,500 (25%) payable within 10 days of the end of Phase 2 (Aug 13, 2010).
3. \$24,500 (25%) payable within 10 days of project completion and turnover of all deliverables.

The above price and payment schedule are quoted as not to be exceeded without a Client approved written Change Order. Change Order invoices will be submitted separately and due net 10.

To confirm Loblolly resources and dates, kindly email to pwyman@loblollyconsulting.com a copy of the Purchase Order.



The signature below represents the understanding and authorization to proceed for this engagement. The signature shall be granted by an individual sufficiently authorized to act as an agent of the City of Plano in such transactions.

Authorization to Proceed

Full name

Title

Signature

Date

