

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT NO. 3 TO AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT – R18-062

THIS AMENDMENT NO. 3 TO AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT – R18-062 (“Amendment”) between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Aurigo Software Technologies Inc. (“Aurigo”), a company authorized to conduct business in the State of Texas, (each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Parties executed the AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT – R18-062 on December 18, 2018 (the “Existing Agreement”), and available at [Aurigo Software Subscription Services and Implementation Agreement - R18-062](#). The Parties amended the Existing Agreement on or about June 25, 2019 (Amendment No. 1), and on or about February 4, 2020 (Amendment No. 2), attached hereto as Exhibit “A.” The Existing Agreement, Amendment No. 1, and Amendment No. 2 are incorporated by reference (hereinafter collectively referred to as the “Agreement”).

WHEREAS, the Parties hereto desire to further amend the Agreement so that certain Masterworks software may be modified for use by County, as provided by the Masterworks: Project Management System Change Order, attached hereto as Exhibit “B” and incorporated by reference; and

WHEREAS, pursuant to Section 4 of the Existing Agreement, the change order(s) and/or amendment(s) contemplated by the Parties must be contained in a written agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendments to the Existing Agreement.

1.1. Section 3.2 of the Existing Agreement, including the modifications thereof in Amendment No. 1 and Amendment No 2, is hereby amended by modifying subsection 3.2(b) to include the additional services:

Implementation Services Fees (One Time)		
Description	New Services without Capital Planning	
5 Masterworks software modifications		\$34,050

2. Change Order Pricing.

2.1. The change in the Annual software subscription pricing for adding the Masterworks software modifications is as follows:

Masterworks Product	Addition of Annual Software Subscription Fees (\$)	Implementation Services (\$)
Masterworks software modifications	\$0.00	\$43,050
Sub Total	\$0.00	\$43,050
Less Discount	\$0.00	(\$9,000)
Grand Total	\$0.00	\$34,050

3. Compensation and Payment.

- 3.1. Aurigo has provided a good faith deduction in the amount of \$9,000 on the final change order amount for the Masterworks software modifications.
- 3.2. County shall pay Aurigo the fees for the Masterworks software modifications listed in Section 3.3 of Exhibit B, in the amount of \$34,050. Payment of the fees for Masterworks software modifications will be made as provided by Section 3.6 and 3.7 of the Existing Agreement in conjunction with the frequency of payments as listed under the payment milestones for the Masterworks software modifications in Section 3.4 of Exhibit B.

4. Date of Effectiveness; Limited Effect.

- 4.1. This Amendment will become effective on the date of execution by County (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement, Amendment No. 1, and/or Amendment No. 2, or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement, Amendment No. 1, and/or Amendment No 2, to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

5. Human Trafficking.

- 5.1 BY ACCEPTANCE OF CONTRACT, AURIGO ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

6. Scope of Services.

- 6.1 Aurigo will provide services as described in Exhibit B, including but not limited to implementing the following Masterworks software modifications:

Config Item #	Configuration Change Requested	Configuration Change Description

1	Tying ROW funds to project funds	Configuring project funds to allow the Land Fund Transaction form in the ROW module to reserve project money to be used specifically for land. Includes modifying the Project Fund List form to add columns that show the dollar amounts of funding reserved/consumed for land use. (Global funds will still be encumbered to projects as usual, and no money will be transacted from a project to the ROW module. This will just serve as a way to identify how much of a project's funds are intended for ROW use, track the consumption of those funds, and be able to report on them.)
2	Expenses Form	ROW payments consuming project funds reserved for land use: Auto-creation of expense records in the linked project when a ROW Payment record reaches the end of its workflow.
3	Project Details	Add user-entry text field: TxDOT CSJ No.
4	Contract Details	Change the existing single-select "Prime Contractor" dropdown field to be a picker that draws from the "Contractors" library. The picker will have the following columns: Contractor, Contact, ID, Contract Type, Contractor Type.
5	Contractors	Update the existing "Prime Contractor" and "Sub-Contractors" pickers to include a new column for "Contractor Type" that will pull from the existing "Contractors" library.
6	Purchase Order	Update the existing "Vendor ID" picker to include a new column for "Vendor Type". This column will pull the "Contractor Type" value from the existing "Contractors" library.
7	Ticket #11149	FBC: Contract Line Item
8	Purchase Order workflows	Additional 4 PO workflows based on the PO type needs to be configured. Add a warning message while taking 'Issue PO' workflow action in all workflows to prompt the user to add an attachment. Existing PO and PO revision workflows will be modified to include two additional workflow stages (Stage 5 – Send for signature, Stage 6 – Send Signed Doc). This would allow to send the draft document back to the PO originator for signature. No changes will be carried out with the existing records. Revised workflows will be implemented on new records.

6.2 Aurigo will also provide a one-time Masterworks upgrade at no cost to County in accordance with page 10, Section 5 (Masterworks Upgrade) of Exhibit B. This one-time upgrade will be at no cost to the County.

(Execution Page Follows)
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
County Judge KP George

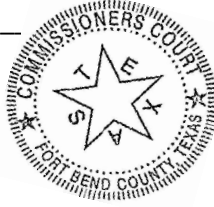
KP George, County Judge

10/27/2020

Date

ATTEST:

Laura Richard



Laura Richard, County Clerk

Approved By:

J. Stacy Slawinski

J. Stacy Slawinski, P.E., County Engineer

AURIGO SOFTWARE TECHNOLOGIES INC.

Josh Moriarty
C6E5DAFEED4443B...

Josh Moriarty, VP Professional Services

10/15/2020 | 9:15 AM CST

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,255,859.00 to accomplish and pay the obligation of Fort Bend County under the Agreement.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

Exhibit A

Exhibit B

STATE OF TEXAS §
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COUNTY OF FORT BEND §

AMENDMENT NO. 2 TO AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT – R18-062

THIS AMENDMENT NO. 2 TO AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT – R18-062 (“Amendment”) between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Aurigo Software Technologies Inc. (“Aurigo”), a company authorized to conduct business in the State of Texas, (each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the Parties executed the AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT – R18-062 on December 18, 2018 (the “Existing Agreement”), and available at [Aurigo Software Subscription Services and Implementation Agreement - R18-062](#). The Parties first amended the Existing Agreement on June 25, 2019, attached hereto as Exhibit “A” (the “Amendment No. 1”). The Existing Agreement and Amendment No. 1 are incorporated by reference (hereinafter collectively referred to as the “Agreement”).

WHEREAS, the Parties hereto desire to further amend the Agreement so that County may add products to its current software subscription, as provided by the PRICING PROPOSAL – Right of Way product to existing Fort Bend County Masterworks Contracts, attached hereto as Exhibit “B” and incorporated by reference; and

WHEREAS, pursuant to Section 4 of the Existing Agreement, the change order(s) and/or amendment(s) contemplated by the Parties must be contained in a written agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendments to the Existing Agreement.

1.1. Section 3.2 of the Existing Agreement, including the modifications thereof in Amendment No. 1, is hereby amended by modifying the table in subsection 3.2(c) to include the additional products:

Annual Software Subscription Fees (Year 1)		
Masterworks Product	SKU	Annual Software Subscription Fees (\$)

1	Aurigo Masterworks Professional – Right of Way Platform Core	RRL-COR-P	\$39,500
2	Aurigo Masterworks Professional – Right of Way	RRL-ROW-P	\$59,250
Grand Total			\$98,750

2. Change Order Pricing.

- 2.1. The change in the Annual software subscription pricing for adding the Masterworks Professional Right of Way products is as follows:

Masterworks Product	Addition of Annual Software Subscription Fees (\$)	Implementation Services (\$)
Right of Way Platform Core	\$39,500	\$162,855
Right of Way	\$59,250	
Sub Total	\$98,750	\$162,855
Less Discount	(\$29,625)	
Grand Total	\$69,125	\$162,855

3. Compensation and Payment.

- 3.1. Aurigo has provided a 30% discount on the final change order amount for the addition of the Right of Way products. This discounted price is applicable for the remaining duration of the Agreement with County. Therefore, after execution of this Amendment, the Annual Subscription fees for years 3 – 5 will be \$331,863.00.
- 3.2. County shall pay Aurigo a prorated amount for the annual subscription fees for the additional Right of Way products of \$63,365.00 as provided by Section 3.6 and 3.7 of the Existing Agreement, upon execution of this Amendment.

County shall pay Aurigo the fees for implementation services listed under Section 2.2 of Exhibit B: Project Mobilization Fees of \$65,142; Configuration in the amount of \$48,856; System Testing & UAT in the amount of \$32,571; and End User Deployment & Go Live in the amount of \$16,286.00. Payment of the fees for implementation services will be made as provided by Section 3.6 and 3.7 of the Existing Agreement in conjunction with the frequency of payments as listed under the payment terms for the implementation services on Section 2.2 of Exhibit B.

4. Date of Effectiveness; Limited Effect.

- 4.1. This Amendment will become effective on the date of execution by County (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement and/or Amendment No. 1 or as a waiver of or consent to any further or future action on the part of either Party that would

require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement and/or Amendment No. 1 to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

5. Human Trafficking.

5.1 BY ACCEPTANCE OF CONTRACT, AURIGO ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

6. Logged feedback items.

6.1 On page 5, Section 1 of Exhibit B, Aurigo will implement the following feedback items, which will be delivered with this Right of Way product: Add email notifications for "Ball in Court" function (Feedback Log Item ID 25), and Add the functionality to reopen a project where the "workflow status" has been marked "complete" (Feedback Log Item ID 22). The implementation of the feedback items in this Section will be at no cost to County.

7. Custom Reports.

Aurigo will provide five custom reports to County at no additional cost to County.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
KP George, County Judge

2-4-2020

Date

AURIGO SOFTWARE TECHNOLOGIES INC.

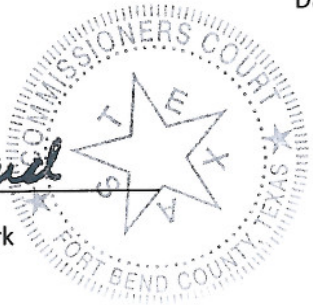
Balaji Sreenivasan
Balaji Sreenivasan, CEO

01/27/2020

Date

ATTEST:

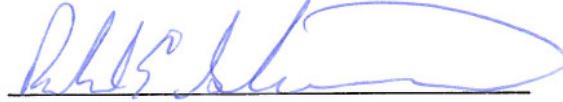
Laura Richard
Laura Richard, County Clerk



Approved By: *J. Stacy Slawinski*
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,221,809.⁰⁰ to accomplish and pay the obligation of Fort Bend County under the Agreement.



Robert E. Sturdivant, County Auditor

Exhibit A

2. Change Order Pricing.

- 2.1. The change in Annual software subscription pricing for upgrading to Masterworks Professional is as follows:

Masterworks Product	Change in Annual Software Subscription Fees (\$)	Implementation Services (\$)
Platform Core – <i>Upgrade from Standard to Professional</i>	\$23,750	\$45,500
Mobile Integration Suite - <i>Upgrade from Standard to Professional</i>	\$19,125	
Planning and Project Management Core - <i>Upgrade from Standard to Professional</i>	\$19,125	
Planning Contract Management - <i>Upgrade from Standard to Professional</i>	\$8,750	
Planning and Project Management - Fund Management - <i>Upgrade from Standard to Professional</i>	\$0	
Planning and Project Management Mobile - <i>Upgrade from Standard to Professional</i>	\$0	
Sub Total	\$70,750	\$45,500
Less Discount	(\$24,762)	(\$45,500)
Grand Total	\$45,988	\$0

3. Compensation and Payment.

- 3.1. Aurigo has provided a 35% discount on the final change order amount for Software subscription fees, and a complete waiver for the one-time Implementation Services. This discounted price is applicable for the entire five (5) year period. Therefore, after execution of this Amendment, the Annual Subscription fees for years 2 – 5 will be \$262,738.00.
- 3.2. County shall pay Aurigo the first year additional Software subscription fees of \$45,988.00 as provided by Section 3.6 and 3.7 of the Existing Agreement, upon execution of this Amendment.

4. Date of Effectiveness; Limited Effect.

- 4.1. This Amendment will become effective on the date of execution by County (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment.

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Signatures Follow On Next Page

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

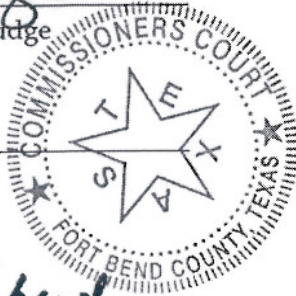
FORT BEND COUNTY

KP George
KP George, County Judge

AURIGO SOFTWARE TECHNOLOGIES INC.

Balaji Sreenivasan
Balaji Sreenivasan, CEO

6-25-2019
Date



6/18/2019
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

Approved By:

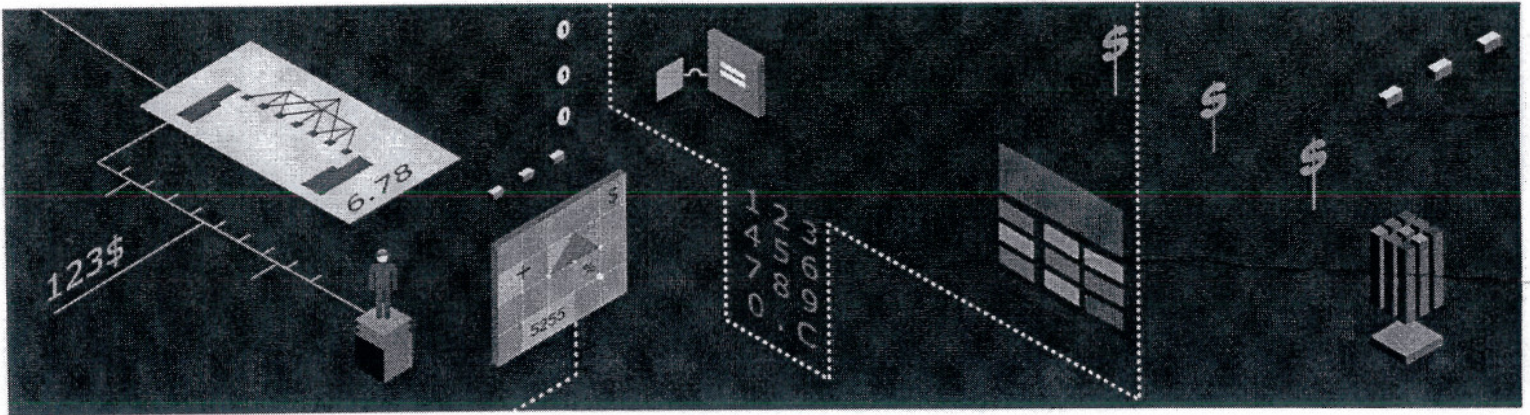
J. Stacy Slawinski
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 689,533.00 to accomplish and pay the obligation of Fort Bend County under the Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

Exhibit A



PRICING ESTIMATES PROPOSAL

**Upgrade to Masterworks Professional version to include
Request for Information (RFI), Request for Proposal
(RFP), Submittals & Issue Log features**

Accepted: _____

Date : _____

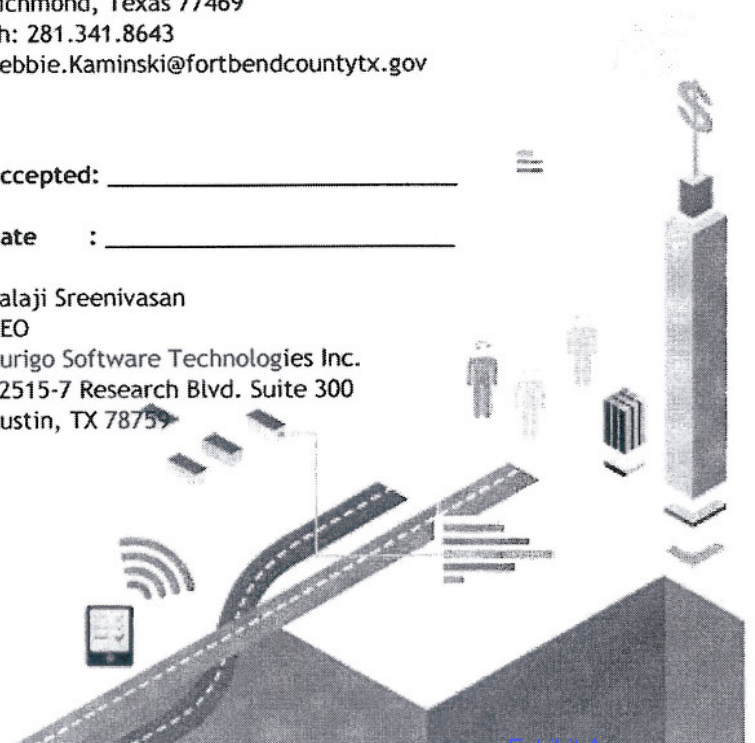
Attn:
Debbie Kaminski
County Purchasing Agent
Purchasing Department
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Ph: 281.341.8643
Debbie.Kaminski@fortbendcountytexas.gov

Accepted: _____

Date : _____

aurigo[®]

Balaji Sreenivasan
CEO
Aurigo Software Technologies Inc.
12515-7 Research Blvd. Suite 300
Austin, TX 78757





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Document Change Log			
Current Version: 3.0			
Revision History			
Version	Date	Description	Author
0.1	05/20/2019	Draft Pricing proposal for upgrade to Masterworks Professional version	Rahul Gaur
1.0	05/24/2019	Pricing Proposal submitted to Fort Bend County	Rahul Gaur
2.0	06/14/2019	Updated proposal based on FBC's comments	Rahul Gaur
3.0	06/17/2019	Updated proposal with clarifications on Annual subscription fees	Rahul Gaur



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1 Summary

This pricing proposal is to upgrade Aurigo Masterworks cloud suite to Professional version, resulting in this Change Order to the existing Fort Bend County Purchase Order- 173052.

FBC has an existing software subscription of Aurigo Masterworks Standard and wishes to upgrade to Masterworks Professional version to include below features to the existing contract:

1. Request for Information (RFI)
2. Request for Proposal (RFP)
3. Submittals (includes Submittals, Submittals Package & Transmittals)
4. Issue Log (includes Mobile form for Mobile application)

This Change Order once approved, will provide FBC access to subscription, implementation and support services for the Masterworks Professional version over the period of next five (5) years.

2 Pricing and Payment

The Aurigo Masterworks annual software subscription fees and one-time implementation services fees to include the above-mentioned upgrade to the existing Fort Bend County contract has been priced below.

2.1 Five Year Plan for Aurigo Masterworks Professional

Pricing for products in Masterworks Standard version (Current Contract)

Masterworks Product	SKU	Annual Software Subscription Fees (\$)
Aurigo Masterworks Standard - Professional Annual Subscription Plan - Platform Core	PLT-MWC-S	\$75,000
Aurigo Masterworks Standard - Professional Annual Subscription Plan - Mobile Integration Suite	PLT-MBL-S	\$29,625
Aurigo Masterworks Standard - Professional Annual Plan - Planning and Project Management Core	PPM-COR-S	\$67,125
Aurigo Masterworks Standard - Professional Annual Plan - Planning Contract Management	PPM-CM-S	\$15,000
Aurigo Masterworks Standard - Professional Annual Plan - Planning and Project Management - Fund Management	PPM-FND-S	\$15,000
Aurigo Masterworks Standard - Professional Annual Plan - Planning and Project Management Mobile	PPM-MBL-S	\$15,000
Grand Total		\$216,750

Pricing for products in Masterworks Professional version

Masterworks Product	SKU	Annual Software Subscription Fees (\$)
Aurigo Masterworks Professional - Professional Annual Subscription Plan - Platform Core	PLT-MWC-P	\$98,750
Aurigo Masterworks Professional - Professional Annual Subscription Plan - Mobile Integration Suite	PLT-MBL-P	\$48,750

Fort Bend County - Pricing Estimates for upgrade to Masterworks Professional



Aurigo Masterworks Professional - Professional Annual Plan - Planning and Project Management Core	PPM-COR-P	\$86,250
Aurigo Masterworks Professional - Professional Annual Plan - Planning Contract Management	PPM-CM-P	\$23,750
Aurigo Masterworks Professional - Professional Annual Plan - Planning and Project Management - Fund Management	PPM-FND-P	\$15,000
Aurigo Masterworks Professional - Professional Annual Plan - Planning and Project Management Mobile	PPM-MBL-P	\$15,000
Grand Total		\$287,500

Change Order pricing for upgrade to Masterworks Professional

Masterworks Product	Change in Annual Software Subscription Fees (\$)	Implementation Services (\$)
Platform Core - Upgrade from Standard to Professional	\$23,750	
Mobile Integration Suite - Upgrade from Standard to Professional	\$19,125	
Planning and Project Management Core - Upgrade from Standard to Professional	\$19,125	
Planning Contract Management - Upgrade from Standard to Professional	\$8,750	
Planning and Project Management - Fund Management - Upgrade from Standard to Professional	\$0	
Planning and Project Management Mobile - Upgrade from Standard to Professional	\$0	
Sub Total	\$70,750	
Less Discount	(\$24,762)	(\$45,500)
Grand Total	\$45,988	\$0

2.2 Payment Terms

- The prices quoted are exclusive of any applicable taxes
- Aurigo has provided a 35% discount on final change order amount for Annual Software subscription fees, and a complete waiver for the one-time Implementation Services.
- This discounted price is applicable for the entire 5 year period. Therefore, after execution of this Change order, the Annual Subscription fees will be updated to \$262,738
- First Year additional Software subscription fees of \$45,988 will be payable immediately after the execution of this Change Order
- Terms and Conditions of Software subscription and support will be governed by the existing contract between Aurigo and Fort Bend County
- This proposal is valid for 14 days from the date of this document

2.3 Assumptions

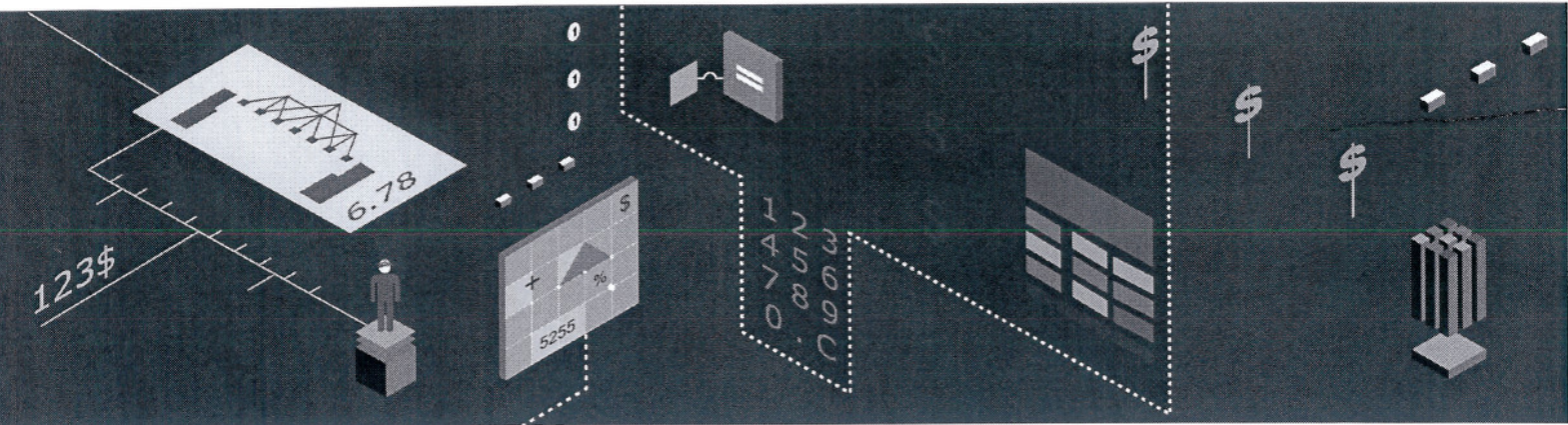
- There is no Data migration or Integration in-scope for this upgrade



3 Next Steps

Aurigo requests Fort Bend County to provide approval for this change order to commence work and raise invoice.

Exhibit B



PRICING PROPOSAL

Right of Way product to existing Fort Bend County Masterworks Contract

Accepted: _____

Date : _____

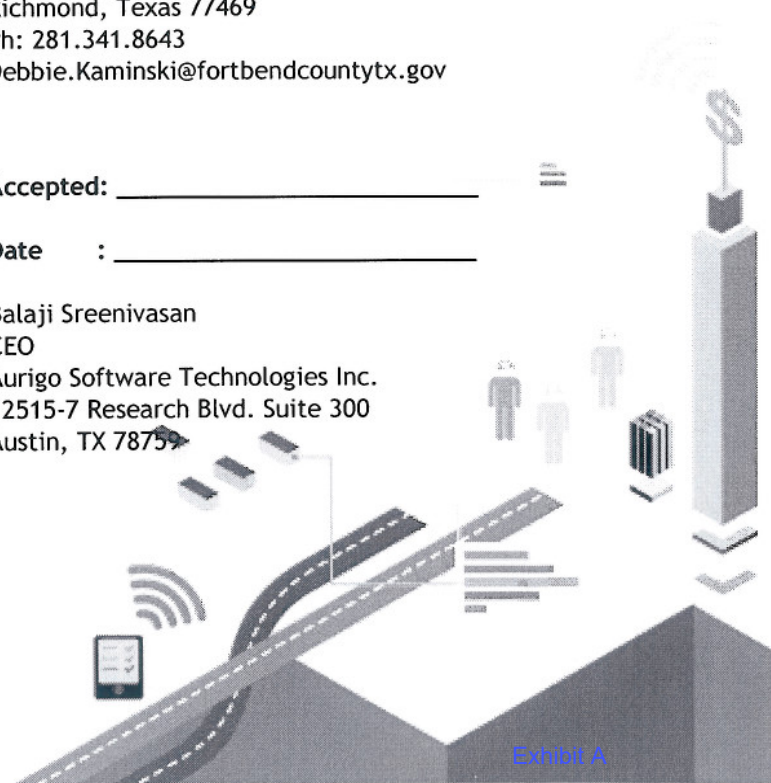
Attn:
 Debbie Kaminski
 County Purchasing Agent
 Purchasing Department
 Fort Bend County Travis Annex
 301 Jackson, Suite 201
 Richmond, Texas 77469
 Ph: 281.341.8643
 Debbie.Kaminski@fortbendcountytexas.gov

Accepted: _____

Date : _____

aurigo®

Balaji Sreenivasan
 CEO
 Aurigo Software Technologies Inc.
 12515-7 Research Blvd. Suite 300
 Austin, TX 78759



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Document Change Log

Current Version: 3.0

Revision History

Version	Date	Description	Author
0.1	11/08/2019	Draft Pricing proposal for Right of Way product	Rahul Gaur
1.0	11/15/2019	Pricing Proposal submitted to Fort Bend County	Rahul Gaur
2.0	12/11/2019	Pricing Proposal updated based on Fort Bend County's Comments	Rahul Gaur
3.0	01/06/2020	Pricing Proposal updated to include 2 CR items from the Feedback items list	Rahul Gaur



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1 Summary

This pricing proposal is to include Right of Way product to the existing Aurigo Masterworks cloud suite implementation, resulting in this Change Order to the existing Fort Bend County Purchase Order- 173052.

Fort Bend County has an existing software subscription of Aurigo Masterworks Professional and wishes to include Right of Way product to manage their Right of Way processes.

This Change Order once approved, will provide Fort Bend County access to software subscription and implementation for the Masterworks Cloud- Right of Way product from the date of execution of this Change Order till 12/21/2023 (end of existing Contract).

During Masterworks implementation process, Fort Bend County logged feedback items and many were categorized as either a Solution Change Requests. As part of this Change Order, Aurigo will also implement the following 2 CR feedback items that will be delivered with Right of Way product deployment.

Feedback Log Item ID	Description
25	Add email notifications for "Ball in Court" function.
22	Add the functionality to reopen a project where the "workflow status" has been marked "complete".

2 Pricing and Payment

The Aurigo Masterworks annual software subscription fees and one-time implementation services fees to include the Right of Way product to the existing Fort Bend County contract has been priced below.

2.1 Pricing for Aurigo Masterworks Right of Way product

Masterworks Product	SKU	Annual Software Subscription Fees (\$)	Implementation Services (\$)
Aurigo Masterworks Professional - Right of Way Platform Core	RRL-COR-P	\$39,500	\$162,855
Aurigo Masterworks Professional - Right of Way	RRL-ROW-P	\$59,250	
Sub Total		\$98,750	\$162,855
Less Discount		(\$29,625)	-
Grand Total		\$69,125	\$162,855

2.2 Payment Terms

- The prices quoted are exclusive of any applicable taxes.
- Aurigo has provided a 30% discount on Annual Software subscription fees for Right of Way product. This discounted price is applicable for the remaining duration of the existing Contract with Fort Bend County.

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Annual Subscription Fee based on existing Contract	\$262,738	\$262,738	\$262,738	\$262,738	\$262,738



Fort Bend County - Pricing Proposal for Right of Way Product

Annual Subscription Fee for Right of Way product	NA	\$63,365 (prorated for 11 months)	\$69,125	\$69,125	\$69,125
Total Annual Subscription fee (including Right of Way product)	\$262,738	\$326,103	\$331,863	\$331,863	\$331,863

Note: For First Year, the prorated additional Software subscription fees for Right of Way product of \$63,365 will be payable immediately after the execution of this Change Order. This is based on the current tentative implementation schedule with Contract execution date of 01/21/2020.

- The payment terms for the implementation services are as below:

Payment Milestones	Frequency	Amount
Project Mobilization fees	One-time payment on Change Order Execution	\$65,142
Configuration	Monthly progress	\$48,856
System Testing & UAT	On Completion	\$32,571
End User Deployment & Go Live	On Completion	\$16,286

- Terms and Conditions of Software subscription and support will be governed by the existing contract between Aurigo and Fort Bend County
- This proposal is valid for 30 days from the date of this document

2.3 Assumptions

- There is no data migration or integration in-scope for this implementation.
- Any travel expenses will be charged on actuals per Fort Bend County's travel policies.

3 Proposed Project Schedule

3.1 Project Milestone Calendar

FBC RoW Implementation - Milestone Calendar	2020				
	Jan	Feb	Mar	Apr	May
Change Order Execution					
Business Requirements Mapping					
Configuration					
Testing					
System Go-live				★	
Production Support					

3.2 Proposed Project Schedule

The detailed proposed project schedule for Right of Way product implementation is attached as below:

Fort Bend County - Pricing Proposal for Right of Way Product



FBC - Right of Way
Proposed Schedule.

Notes: The attached project schedule will be baselined by Aurigo & Fort Bend County upon project kick-off.

4 Next Steps

Aurigo requests Fort Bend County to provide approval for this change order to commence work and raise invoice.



Fort Bend County - Pricing Proposal for Right of Way Product

Exhibit-1

Aurigo's Right of Way Solution

Aurigo's flagship product suite, Aurigo Masterworks Cloud, helps land managers automate the entire land acquisition lifecycle - from project initiation, to planning, to execution, and finally to closeout.

Most capital project management software systems stop with planning and managing projects. Government agencies are forced to look for point solutions that help automate a critical phase in the land acquisition project delivery lifecycle: Right of Way (ROW) management. With the Aurigo Masterworks' Right of Way product, users get a full-blown ROW software system that helps track and manage land parcels, easements, appraisals, assets inspections and land acquisition negotiations. This is all within a single system that has a mapping capability that is integrated with ESRI ArcGIS and will give a visual representation of property assets. Core capabilities include:

- Defining and tracking Land Projects and Parcels
- Defining and tracking multiple interests and agreements within parcel(s)
- Full automation of the eminent domain business process
- Tracking of Cost Estimates, Payments and Claims
- End-to-end GIS Integration, with real-time mapping updates

The Right of Way product ensures that customers have a single platform for managing their land and parcel data. They can report on land transaction activities, eliminates labor intensive manual data entry in paper forms and spreadsheets, and receive transaction progress updates without phone calls and meetings.

Benefits

Aurigo's Right of Way product gives you everything you need for data-driven and geo-located planning of Right of Way land acquisition:

- **Clearly define project boundaries** with geo-tagging and land mapping using ESRI ArcGIS.
- **Track approvals** for every revision and final approval.
- **Eliminate paperwork for surveys and land appraisals**, including tracking details of any features on the land.
- **Avoid complicated paper trails** with configurable templates to create leases and legal documents and maintain approvals digitally.
- **Assign appraised value for each parcel of land** you need to acquire for each project.
- **Manage the complex process to acquire land** through deeds, easements, eminent domain, and multiple offers and counteroffers.
- **Manage complex and iterative negotiations with landowners** while keeping track of every detail for full legal compliance.
- **Easily track information** with real-time dashboards and reports.

For more details about Aurigo's Right of Way product, please visit our website at:
<https://www.aurigo.com/products/online-right-of-way-management-software/>



Masterworks: Project Management System Change Order

Accepted: _____

Date: _____



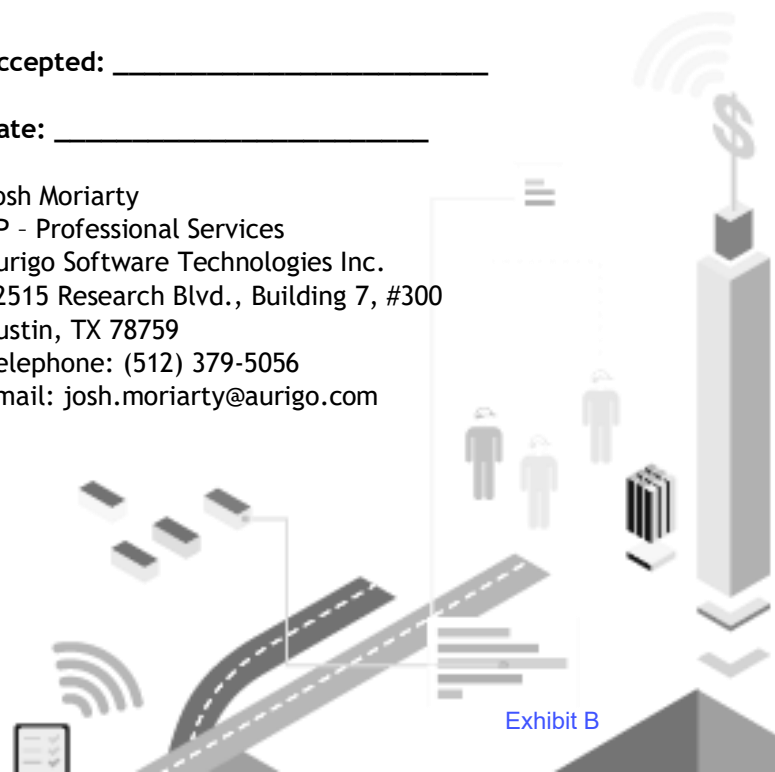
Jillian Peterson
Special Projects Coordinator
Fort Bend County Engineering
Email:
jillian.peterson@fortbendcountytexas.gov

Accepted: _____

Date: _____



Josh Moriarty
VP - Professional Services
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Email: josh.moriarty@aurigo.com



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Document Change Log			
Current Version: 2.0			
Revision History			
Version	Date	Description	Author
1.0	10/05/2020	Submitted to Fort Bend County for review and approval	Rakesh Kaipenchery
2.0	10/12/2020	Updated Section 2 based on feedback from Jillian on 10/08/2020. Resubmitted the updated document	Rakesh Kaipenchery

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Fort Bend County: Change requests

1 Introduction

1.1 Background

Fort Bend County (FBC) has implemented and currently using the Masterworks Project management system to manage the Projects and Contracts executed by the county. FBC is undergoing Masterworks Right of Way (RoW) management system implementation. During the implementation of the RoW system, the FBC team has identified changes required to the current implementation based on the various workshops. This document compiles multiple changes captured by the Aurigo project team as well as posted through the customer ticketing system into a change request document for approval by FBC and execution of work.

2 Scope of Service for this change request

This change request is to make the following modifications to Masterworks:

Config Item #	Configuration change requested	Configuration change description
1	Tying ROW funds to project funds	Configuring project funds to allow the Land Fund Transaction form in the ROW module to reserve project money to be used specifically for land. Includes modifying the Project Fund List form to add columns that show the dollar amounts of funding reserved/consumed for land use. (Global funds will still be encumbered to projects as usual, and no money will be transacted from a project to the ROW module. This will just serve as a way to identify how much of a project's funds are intended for ROW use, track the consumption of those funds, and be able to report on them.)
2	Expenses Form	ROW payments consuming project funds reserved for land use: Auto-creation of expense records in the linked project when a ROW Payment record reaches the end of its workflow.
3	Project Details	Add user-entry text field: TxDOT CSJ No.
4	Contract Details	Change the existing single-select "Prime Contractor" dropdown field to be a picker that draws from the "Contractors" library. The picker will have the following columns: Contractor, Contact, ID, Contract Type, Contractor Type.
5	Contractors	Update the existing "Prime Contractor" and "Sub-Contractors" pickers to include a new column for "Contractor Type" that will pull from the existing "Contractors" library.

Fort Bend County: Change requests

6	Purchase Order	Update the existing "Vendor ID" picker to include a new column for "Vendor Type". This column will pull the "Contractor Type" value from the existing "Contractors" library.
7	Ticket # 11149	FBC: Contract Line Item
8	Purchase Order workflows	Additional 4 PO workflows based on the PO type needs to be configured. Add a warning message while taking 'Issue PO' workflow action in all workflows to prompt the user to add an attachment. Existing PO and PO revision workflows will be modified to include two additional workflow stages (Stage 5 - Send for signature, Stage 6 - Send Signed Doc). This would allow to send the draft document back to the PO originator for signature. No changes will be carried out with the existing records. Revised workflows will be implemented on new records.

2.1 Schedule

A mutually outlined schedule of delivery for the change request shall be outlined between FBC and Aurigo as soon as the change request is approved.

2.2 Assumptions:

- FBC's personnel will test and accept features part of this change request in the UAT environment.
- After FBC's acceptance, these new features will be moved to the Production environment.

Fort Bend County: Change requests

3 Proposed Pricing & Payment Terms

3.1 Pricing Summary

Config Item #	Configuration change requested	Configuration change description	Configuration hours	Revised discounted hours
1	Tying ROW funds to project funds	Configuring project funds to allow the Land Fund Transaction form in the ROW module to reserve project money to be used specifically for land. Includes modifying the Project Fund List form to add columns that show the dollar amounts of funding reserved/consumed for land use. (Global funds will still be encumbered to projects as usual, and no money will be transacted from a project to the ROW module. This will just serve as a way to identify how much of a project's funds are intended for ROW use, track the consumption of those funds, and be able to report on them.)	88	75
2	Expenses Form	ROW payments consuming project funds reserved for land use: Auto-creation of expense records in the linked project when a ROW Payment record reaches the end of its workflow.	50	42
3	Project Details	Add user-entry text field: TxDOT CSJ No.	6	0
4	Contract Details	Change the existing single-select "Prime Contractor" dropdown field to be a picker that draws from the "Contractors" library. The picker will have the following columns: Contractor, Contact, ID, Contract Type, Contractor Type.	25	0
5	Contractors	Update the existing "Prime Contractor" and "Sub-Contractors" pickers to include a new column for "Contractor Type" that will pull from the existing "Contractors" library.	4	0
6	Purchase Order	Update the existing "Vendor ID" picker to include a new column for "Vendor Type". This column will pull the "Contractor Type" value from the existing "Contractors" library.	4	0
7	Ticket # 11149	FBC: Contract Line Item	30	30

Fort Bend County: Change requests

8	Purchase Order workflows	Additional 4 PO workflows based on the PO type needs to be configured. Add a warning message while taking 'Issue PO' workflow action in all workflows to prompt the user to add an attachment. Existing PO and PO revision workflows will be modified to include two additional workflow stages (Stage 5 - Send for signature, Stage 6 - Send Signed Doc). This would allow to send the draft document back to the PO originator for signature. No changes will be carried out with the existing records. Revised workflows will be implemented on new records..		
		Project manager + Scrum master + BA	60	60
		Total hours	20	20
		Total hours	287	
		Total hours after discount		227

3.2 Estimates

Activity Description	Estimated number of staff hours
Configuration services	267
Project manager + Scrum Master + Business Analyst	20
Total hours	287
Total hours after discount	227

3.3 Cost

	Amount (\$)	Notes
Total cost	\$ 43,050	287 hours at \$150/hour
Discount	- \$ 9,000	Aurigo good faith deduction
Total cost to FBC	\$ 34,050	

Fort Bend County: Change requests

3.4 Payment Milestones

Payment Description	Amount (\$USD)	Invoice Frequency
50% of the change order value	\$ 17,025.00	On approval of change request
50% of the change order value	\$ 17,025.00	On acceptance in UAT environment

Fort Bend County: Change requests

3.5 Payment Terms

- The prices quoted are exclusive of any applicable taxes
- This pricing is valid for 30 days from the date of this document

4 Next Steps

Aurigo requests FBC to provide approval for this change order to initiate the work and generate the invoice.

5 Masterworks Upgrade

Aurigo is pleased to offer a one-time Masterworks upgrade at no cost to FBC as part of the ongoing relationship. Aurigo will upgrade FBC Masterworks from their current version to Masterworks 12.2 version. The upgrade exercise will be taken up in Q1 of 2021 after the implementation of the Right of Way management solution is completed.

The upgrade will ensure that FBC's current configurations and or customizations that has been implemented will be ported to the latest version. The upgrade will provide additional functionalities as available out-of-the-box in the system. Any modifications to out-of-the-box configurations are not part of the upgrade scope of work and will have to be taken up through a change request. Upgrade will first be deployed in the UAT environment for FBC. Upon UAT testing and acceptance from FBC, the upgrade will be pushed to Production.

There are no other deliverables part of the upgrade other than the software upgrade.

Upgrade cost of \$65,100 is fully discounted as part of this proposal.

Note: The payment milestones for the change request is not tied to the upgrade. Upgrade will be an independent activity that will happen outside of the scope of this change request.

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Envelope Id: 6D52F806B5134489B915CE0C2420D556	Status: Completed
Subject: Please DocuSign This Document	
Source Envelope:	
Document Pages: 40	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rakesh Kaipenchery
Time Zone: (UTC-06:00) Central America	Rakesh.Kaipenchery@aurigo.com
	IP Address: 162.248.185.11

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 Accepted: 10/15/2020 9:13:37 AM
 ID: d733eebe-102c-40db-9ca8-c1ab4455f7ac

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/15/2020 9:12:56 AM
Certified Delivered	Security Checked	10/15/2020 9:13:38 AM
Signing Complete	Security Checked	10/15/2020 9:15:37 AM
Completed	Security Checked	10/15/2020 9:15:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- Until or unless you notify Aurigo Software Technologies Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Aurigo Software Technologies Inc. during the course of your relationship with Aurigo Software Technologies Inc..

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-678824

Date Filed:
10/14/2020

Date Acknowledged:
10/27/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aurigo Software Technologies Inc
AUSTIN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Amendment 3 to R18-062
AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gulati, Sheila	Setauket, NY United States	X	
	Gulati, Nikki	Setauket, NY United States	X	
	Gulati, Ravi	Setauket, NY United States	X	
	Sreenivasan, Balaji	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)