

**PROFESSIONAL SERVICES
ORDERING DOCUMENT****Ordering Document Number: US-19935514**

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: City of St. Paul Your Address: 1900 Rice Street St-Paul, MN 55113
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Oracle Representative:	Mario Cantin	Your Billing Contact:	Andy Knuth
Address:	Bloor Islington Place 3250 Bloor Street West, East Tower Toronto, Ontario, M8X 2X9	Address:	1900 Rice Street St-Paul, MN 55113
Phone Number:	514-916-8189	Phone Number:	651-775-5578
Email Address:	mario.cantin@oracle.com	Email Address:	andy.knuth@ci.stpaul.mn.us

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$199,686.28	\$0.00	\$199,686.28
Total Fees and Estimated Expenses				\$199,686.28

A. TERMS**1. Applicable Master Agreement:**

This order incorporates by reference the Master Agreement **US-CSA-CPQ-4091880** and all amendments and addenda thereto (collectively, the "Master Agreement").

- 2. Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.

- 3. Payment Terms:** Net 45 days from invoice date.

- 4. Currency:** US Dollars.

- 5. Offer Valid through: 31-JAN-2026.**

The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-CSA-CPQ-4091880**. **US-CSA-CPQ-4091880** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-CSA-CPQ-4091880** is signed.

- 6. Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

- 7. Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. Rights Granted:

Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your

internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
2. Invoice Dispute.
If You receive an invoice and in good faith believe that an invoice for the Services is incorrect, You shall notify Oracle of the alleged error within the payment period applicable to the Services (the "Payment Period"). You and Oracle agree to use commercially reasonable efforts to resolve the alleged error within the Payment Period. If You and Oracle come to agreement during the Payment Period on an adjusted amount, You shall promptly pay the agreed-upon amount within the Payment Period; otherwise, You will pay the invoiced amount before the end of the Payment Period, and You and Oracle agree to continue to use commercially reasonable efforts to resolve the alleged error after the Payment Period.
3. Invoice Detail.
Invoices for time and materials Services will provide the name of the resource who provided Services, hours invoiced per resource, hourly rate per resource, expenses by type, and applicable taxes.
4. Consent for On-site Subcontractors.
Notwithstanding anything to the contrary in the Policies, Oracle will not retain any subcontractors to perform on-site Services without Your written consent. However, Oracle may use subcontractors to provide remote Services.
5. Non-exclusivity.
Neither party shall be considered the other's exclusive purchaser or provider of any products or services.

City of St. Paul	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ <i>{to be completed by Oracle}</i>	

Your Name: City of St. Paul
Ordering Document Number: US-19935514
Exhibit Number: 1

1. Description of Services.

Oracle will provide up to one hundred and sixty-five (165) days of assistance with Your Oracle Work and Asset Cloud Service ("WACS") and Your Oracle Field Service ("OFS") applications. The Services will be provided in the following categories:

A. Project Management Services:

1. Communicate with Your project lead regarding resource scheduling and staffing.
2. Facilitate Your change requests in accordance with the approved change control process.
3. Coordinate onboarding and offboarding of personnel performing the services.
4. Provide monthly status reports summarizing work completed, hours consumed by resource, planned work for the upcoming period, and projected resource utilization.
5. Review open issues with Your project manager or project lead and recommend next steps.

B. WACS and OFS production, functional and technical assistance:

1. Assist with WACS/OFS functional and technical processes.
2. Assist with existing integrations, including:
 - i. Troubleshoot and identify integration errors related to the WACS-to-Geographical Information System ("GIS") connector configuration.
 - ii. Troubleshoot and identify integration errors related to the WACS-to-OFS connector configuration. Modify and test configurations as needed.
 - iii. Troubleshoot and identify integration errors for custom integrations between WACS and third-party applications. Modify and test to eliminate errors.
3. Perform configuration changes to WACS and OFS required as a result of updates to third-party systems.
4. Assist with existing extensions and minor enhancements.
5. Act as liaison between You and Oracle Customer Support to facilitate Service Requests ("SR"), providing context, data, and supporting information as required.

C. WACS upgrade, patching, testing and technical assistance:

1. Coordinate updates for WACS and OFS as released by Oracle product support.
2. Conduct testing, validation, and troubleshooting related to new patches and updates.
3. Document and report findings to You and recommend remediation or configuration adjustments.
4. Raise SR with Oracle product as needed.

D. WACS backlog assistance:

1. At Your request, Oracle will provide functional or technical assistance for backlog items including, but not limited to:
 - i. Vehicle monthly billing.
 - a. Timekeeping Interfaces, including:
 1. Financial Transactions for Public Works.
 2. Punch Time.
 3. WACS-to-Work Force Management ("WFM") Timesheets.
 4. WFM-to-WACS timesheet changes.
 - ii. Extensions:
 - a. Perform enhancement and extension activities related to the design, coding, conversion, and testing of WACS and OFS applications.
 - iii. Reporting:
 - a. Facilitate gathering of reporting requirements.
 - b. Build initial queries and transition to designated report writers.
 - c. Build initial reports and transition to Water and/or Public Works report writers for refinement.
 - iv. Data Cleanup / Changes: Execute data corrections or cleanups via SoapUI or other tools.
 - v. Data Migration: Assist with additional data migrations to support new functional scope.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, subject to the terms of this section, You shall pay Oracle for all time spent performing the Services, plus materials, taxes, and expenses.

B. Rates.

For a period of thirteen (13) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Director	\$280.71
Managing Consultant	\$210.31
Advanced Consultant	\$159.82
Consultant	\$116.95
Services Center Rates	
Price Level	Hourly Rate
Director	\$170.00
Managing Consultant	\$115.75
Advanced Consultant	\$83.63
Consultant	\$55.38

C. Estimated Fees and Expenses.

All fees and expenses will be invoiced monthly. The fee and expense estimates specified in the order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Oracle will cease performing the Services once the fee estimate is reached, unless You and Oracle agree upon an amendment for Oracle to continue to provide the Services on a T&M basis.

3. Project Management.

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

- A. Provide timely access to systems, environments, and personnel required to perform the services.
- B. Maintain network and connectivity configurations necessary for access to the production and test environments.
- C. Review and approve deliverables or time reports within five (5) business days of submission.
- D. Coordinate with Oracle product support for escalation of platform issues outside Your control.
- E. Participate in a monthly review of hours, expenses, and remaining budget against the estimated total.

5. Project Assumptions.

- A. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
- B. All Services will be performed remotely.
- C. Any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States mail, or via electronic mail with Return Receipt Requested.
- D. The effective date of the order is specified in the order. The parties estimate that the Services will begin on November 1, 2025, to December 31, 2026.
- E. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, the Services.

6. Minimize Turnover.

Oracle recognizes Your desire to minimize turnover of Oracle employees assigned to perform the Services; Oracle will therefore use reasonable efforts to minimize any substitution or removal of its employees during the performance of the Services. For clarification, the preceding sentence shall not apply to limit Oracle's right to substitute or remove employees: (a) who resign or are terminated by Oracle; or (b) whose performance of Services is suspended (i) due to circumstances outside of their, or Oracle's, control (e.g., bereavement, death, or personal or medical leave) or (ii) under the terms of this exhibit or the order. In the event that substitution or removal becomes necessary, Oracle will use

reasonable efforts to notify You two (2) weeks in advance of such removal or substitution, except as otherwise allowed by the terms of this exhibit or the order. In the event an Oracle resource is removed from the performance of the Services, Oracle may submit another candidate to You for consideration to replace the removed resource.

7. Termination.

You may terminate this exhibit without cause by providing Oracle with twenty (20) business days prior written notice. The effective date of termination under this section shall be the end of the twentieth business day after Oracle receives written notice of termination from You. You shall pay fees and expenses (including those expenses for which Oracle has already become obligated in connection with the contemplated Services) and taxes through the termination effective date. You and Oracle each will use reasonable efforts to minimize fees and expenses in the event of such termination.