

F001225

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the 21st day of July, 2010.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA ROSA
("Organization")

RECITALS

- A. Organization desires to install, configure and implement various software modules to be used as the software programs for the operation of the City of Santa Rosa's advanced metering infrastructure as defined in the Statement of Work.
- B. Organization wishes retain Harris to perform the Statement of Work set forth in Schedule A to this Agreement.
- C. Harris represents to Organization that it is a firm composed of highly trained professionals and is fully qualified to complete the Statement of Work.
- D. In addition to this Agreement, Organization and Harris intend to enter into a Software License Agreement, a Support and Maintenance Agreement and a Hosting Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 **Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **"Agreement"** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.

- (b) **"Change Order"** means any written documentation between Organization and Harris, signed by authorized representatives of both parties, evidencing their agreement to a material change to the Statement of Work.
- (c) **"Completion of Services"** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which Organization commences using the Software as its predominate business system and the Solution Acceptance Criteria have been met as defined in the Statement of Work.
- (d) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.
- (e) **"Statement of Work"** means the Statement of Work described in Schedule "A" delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement.
- (f) **"Services"** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

1.2 Schedules

The Schedules described below and appended to this Agreement are incorporated and made part of this Agreement.

Schedule "A" -	Statement of Work
Schedule "B" -	Fee Structure & Payment Schedule
Schedule "C" -	Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II CONSULTING SERVICES

2.1 Harris's Services

Subject to the terms and conditions of this Agreement, Harris agrees to perform

the following Services:

- (a) Install the Software and perform necessary set up, integration, and configuration operations.
- (b) Provide training per the Statement of Work and training plan developed during implementation planning.
 - (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes.
 - (iii) On-line reference documentation shall be delivered to Organization with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing no less than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable travel expenses incurred by Harris that result from a cancellation by Organization occurring less than fourteen (14) days before scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because Organization was not adequately prepared, Harris will provide a Change Order to Organization for the additional Services.
- (c) Harris shall perform the Statement of Work and Services described in Schedule A.

2.2

Performance by Harris

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Harris's Discretion -- Harris, in cooperation with Organization, shall determine in its discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to Organization personnel,

including the Organization Project Manager and Project Manager designees. Harris shall communicate openly with Organization on its methodology, manner and means.

- (c) Designated Computer System -- Harris shall assure proper Designated Computer System installation, configuration, verification, audit controls and operating methods within the Hosted Environment
- (d) Testing. Harris shall perform functional and integration testing and other testing Services as noted in the Statement of Work.
- (e) Conduct on Organization's Premises -- The Services shall be performed with Organization's full co-operation on Organization's premises or, if agreed to by both parties, at an alternative location. Harris agrees, while working on Organization's premises, to observe Organization's rules and policies relating to the security thereof, access to or use of all or part of Organization's premises and any of Organization's property, including proprietary and confidential information. Harris agrees that when it is working on Organization's premises, its personnel shall observe Organization's administrative and ethics codes relating to the security, access and use of all or part of Organization's premises and any of Organization's property, including proprietary and confidential information.
- (f) Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from Organization.
- (g) Independence -- As an independent contractor, Organization retains Harris on an independent contractor basis and not as an employee.
- (h) Coordination of Services -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (i) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to this Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

2.3

Performance by Organization

- (a) Co-operation by Organization -- Organization acknowledges that the success and timeliness of the implementation process requires the active participation and

collaboration of Organization and its staff. Organization agrees to act reasonably and cooperate with Harris to achieve the Completion of Services.

- (b) Project Manager -- Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process.
- (c) Additional Organization Obligations
 - (i) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
 - (ii) Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis.
 - (iii) Organization shall ensure that its personnel attend the training provided by Harris pursuant to the Statement of Work. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization within fifteen (15) days of determination.
 - (iv) Organization will perform acceptance testing with support from Harris.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranties

Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Harris warrants that the Software will conform to and perform in accordance with the Documentation and the Statement Work.

Harris shall have no liability hereunder if Organization has modified the Software in any manner without the prior written consent of Harris.

3.2**No Other Warranties**

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

**ARTICLE IV
FEES AND PAYMENTS**

4.1**Fees and Payments**

- (a) Organization agrees to pay Harris total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in Schedule "B".
- (b) During the term of this Agreement, Harris shall, as per the fee payment schedule, deliver invoices to Organization. Each invoice, including detail of charges, delivered to Organization by Harris shall be due and payable within thirty (30) days of receipt by Organization.
- (c) Organization shall reimburse Harris for (1) the reasonable cost of travel approved by Organization in advance including, but not limited to, hotel, coach airfare, car rental, tolls, parking and airline expenses; (2) a travel time rate of \$75.00 per hour; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile (for private vehicles only; not applicable to rental cars); and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1(a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement; provided that Harris shall not have the right to suspend or terminate Services pursuant to this subsection where Organization has filed a written dispute of all or a portion of said invoice with Harris. Suspension or termination of any such Services shall not relieve Organization of its obligation to pay outstanding undisputed invoices.

4.2**Change Orders**

The Parties agree to cooperate in good faith with respect to the negotiation, approval, and denial of Change Orders. The approval of Change Orders shall not be unreasonably

withheld. Any disputes regarding Change Orders shall be discussed in good faith by the Parties for the purpose of resolving any matters in dispute. A sample Change Order is presented in Schedule "C".

ARTICLE V REMEDIES AND LIABILITY

5.1 Remedies and Liability

- (a) Termination of this Agreement shall not prejudice any rights or claims either party may have for damages or other remedies available at law or under equity.
- (b) Organization and Harris recognize that circumstances may arise entitling Organization to damages for breach or other fault on the part of Harris related to this Agreement. The parties agree that in all such circumstances Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF OR RELATED TO (a) DAMAGE TO TANGIBLE PROPERTY (b) INJURY OR DEATH TO PERSONS (c) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (d) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY ORGANIZATION TO HARRIS UNDER THIS AGREEMENT.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

5.2 Intent

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

5.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of Organization for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI GENERAL

6.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of Organization's browser-based access via workstation computers (unless by reason of the negligence of Harris) or failure or inoperability of any software other than the Software or Third Party Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 Confidentiality

- (a) Duty Owed to Organization -- Harris acknowledges that it may receive information from Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of Organization or through the fault of Organization, Harris agrees to:

- (i) maintain this information in confidence;
- (ii) not use this information other than in the course of this Agreement;
- (iii) not disclose or release such information except on a need-to-know only basis;
- (iv) not disclose or release such information to any third person or entity without the prior written consent of Organization, except for authorized employees or agents of Harris; and

- (v) take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of Organization.

6.3

Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, Organization may notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (b) If Organization should fail to comply with its obligations under this Agreement, Harris must notify Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to Organization.
- (c) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not result in the concurrent termination or otherwise affect the rights of either party under either the Support and Maintenance Agreement or the Software License Agreement.

6.4**Mediation**

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.5**Addresses for Notice**

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of Organization, to:

City of Santa Rosa
90 Santa Rosa Avenue
Santa Rosa, CA 95404
Attention: Kimberly Zunino, Revenue Manager
Telephone: 707-543-3960

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.5.

6.6 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

6.7 Reorganizations

The Organization acknowledges that where a "Reorganization" occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement.

6.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

6.9 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.10 Governing Law and Venue

This Agreement shall be governed by the laws of the State in which Organization is located. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

6.11 Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.15 Survival

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

6.16 Competitive Selection

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto). This Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Harris. Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

6.17 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

6.18 Compliance with Laws/Accessibility

Harris shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

Organization requires that all City of Santa Rosa telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Harris shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>.

6.19 Discrimination Prohibited

With respect to the provision of services under this Agreement, Harris agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

6.20 Authority; Signatures Required For Corporations

Harris hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the Province of Ontario, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Harris hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Harris in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm:

N. Harris Computer Corporation

TYPE OF BUSINESS ENTITY (check one):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: 

Print Name: Chris J Lewis

Title: Executive Vice President

By: 

Print Name: Peter Fancus

Title: Executive Vice President

CITY OF SANTA ROSA

a Municipal Corporation

By: 

Print Name: Daniel J. Galvin

Title: BPU Chair

APPROVED AS TO FORM:


Office of the City Attorney

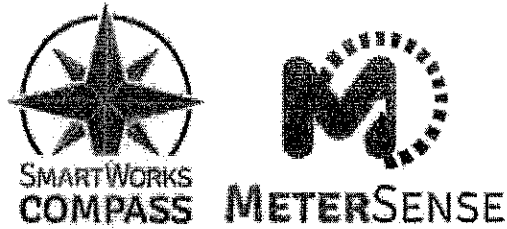
ATTEST:


Recording Secretary

City of Santa Rosa Business Tax Cert. No.

68-0370826

Attachments:



Statement of Work

*MeterSense Meter Data Management
SmartWorks Compass Utility Decision Management
CustomerConnect Web Presentment*

*Presented to
City of Santa Rosa*

January 20, 2016
Version: 0.6

www.metersense.com

Revision Control

Document Title: City of Santa Rosa –MeterSense Statement of Work

Author: Harris Utilities SmartWorks - Professional Services

Version	Date	Author	Details / Comments
Version 0.1	2015.06.11	B. Campbell	Initial Draft.
Version 0.2	2015.07.20	C. Craig	Review/Edit
Version 0.4	2015.07.27	B. Campbell	Review/Edit
Version 0.5	2015.11.27	B. Campbell	Review/Edit
Version 0.6	2016.1.20	B. Campbell	Addition of KPI dashboard and Distribution Opt.

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1 INTRODUCTION

This Statement of Work (SOW) defines the work to be performed by the Harris Utilities, SmartWorks division of N.Harris Computer Corporation (Herein referred to as "Harris") for City of Santa Rosa (Herein referred to as "Organization"). This SOW includes a high level timeline, fees, and other Terms and Conditions specific to the services requested by Organization.

This document serves as the complete understanding, between Organization and Harris, as to what the current Statement of Work entails. This document will be used as a reference by Harris for the configuration and implementation of SmartWorks Compass and MeterSense MDM (Herein referred to as the "Harris Software"). This document will also be used by Organization to determine if the Harris Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process as described Section 5.3.

Harris will accomplish the following high level objectives:

1. Install, configure and implement the Harris Software as defined in Section 2.1. This solution will be installed in a Harris Hosted environment.
2. Initiate the collection and management of interval data from AMI Meters to the Harris Software.
3. Integrate with Advanced CIS, Sensus AMI and ESRI to import meter usage, event and location data and provide the necessary meter, event, and billing data as required.
4. Deliver system training designed to develop competency with the use and configuration of the Harris Software.

1.1 Glossary of Terms

Acceptance Testing Period	has the meaning given in Section 10.
Actual Solution Acceptance Date	has the meaning given in Section 6.4.1.
Billing Determinant	<p>The measure of consumption used to calculate a customer's bill. A billing determinant is either;</p> <ul style="list-style-type: none"> • A register read; or <p>A value calculated by the MDM for billing purposes based on interval and/or register read data. If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.</p>

Change Management Process	the process outlined in section 5.3 of the SOW, which Harris will follow for any proposed changes to the SOW.
Correction Period	has the meaning given in Section 6.4.1
Deliverable	an Item created during the engagement that requires formal review and approval by the customer.
Deliverable Acceptance Criteria	Has the meaning given in Section 5.5.
Deliverable Acceptance Criteria Document	Has the meaning given in Section 5.5.
Detailed Project Plan	a plan jointly created and base lined by Organization and Harris during the Initiation/Definition phase of the project, which establishes the implementation timeline (including certain milestones) for the project.
Expected Solution Acceptance Date	The date, identified in the Detailed Project Plan, by which the Parties expect Solution Acceptance to be achieved.
Functional Testing	has the meaning given in Section 6.4.
Go-Live Plan Document	a Deliverable identifying and describing the activities to be performed during the Go-Live phase of the project.
Integration Testing	has the meaning given in Section 6.4.
Interval Read Data	<p>A meter read showing the consumption over a defined period of time, or interval, normally 1 hour, 30 minutes, 15 minutes or 5 minutes.</p> <p>Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters or CCF for gas meters.</p>
Register Read Data	<p>A value provided by the meter that is shown on the meter's faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include:</p> <ul style="list-style-type: none"> • Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters or CCF for gas meters.) • Electricity Demand Register Read (peak kW value measured on the meter since the last time it was reset) • Time of Use Consumption Register (total consumption during a specific time of use window)

1.2 Related Documents

Related documents to the SOW are:

1. This Statement of Work is Schedule "A" of the HARRIS MASTER SERVICE AGREEMENT BETWEEN N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA ROSA.

2 MeterSense and Compass Implementation Scope

The scope of this statement of work is to implement the Harris Software solution for Organization and to train the key people on the operation of the Harris Software. Organization will procure and install their respective advanced meters and supporting network Infrastructure.

2.1 Software Modules

The following Harris Software will be installed and configured as part of the scope of this engagement:

- SmartWorks Platform
- MeterSense MDM
- Process Automation Module
- Distribution Optimization
- KPI Dashboard
- CustomerConnect Platform
- HomeConnect Module

Harris will deploy two instances of the Harris Software in Hosted environment: 1 Test instance and 1 Production instance. The Harris Software will be capable of importing, processing and storing twenty four (24) months of data for hourly residential meters from 52,000 water meters and will be sized appropriately to manage this volume of data. An archive and purge process will be used for data older than 36 months. Archived data will be recoverable.

A set of test meters in the production environment will be defined by Organization as being eligible for testing disconnect/reconnect functionality.

2.2 Core Functionality

At the end of the implementation Harris will have delivered the Harris Software with the following functionality:

2.2.1 MeterSense MDM Functionality

- Receive and load Meter Reads using a CMEP file format;
- Interval and Register Read data reporting
- Store, manage and maintain data;
- Provide auditing of all changes to data;
- Validate, edit and estimate Meter Reads. MeterSense will validate a 24 hour period of interval data for Organization's entire meter population within 3 hours of receipt of the interval data files. This performance metric assumes that the Harris Software servers and Oracle database are properly tuned and optimized for performance with the assistance of Harris, and there are no bottlenecks caused by competing processes, bandwidth issues, or an abnormally slow data storage subsystem (i.e. SAN).

SumCheck Validation Routine	<p>threshold (defined by a third independent configurable parameter).</p> <p>This routine validates each read as follows:</p> <ul style="list-style-type: none"> • The first available register read following and preceding the interval read are determined. • Next, the sum of all available interval reads between the register reads is calculated. This sum should equal the difference in register reads. <p>The routine parameters define a tolerance threshold. If the sum of the interval reads does not match the register read differential within the specified tolerances, the interval read will fail validation. Thresholds can be defined in absolute values and/or as a percentage.</p>
ZeroDuration Validation Routine	<p>This routine defines the number of successive hours of zero reads are permitted. For most industrial and some commercial electric meters, zero reads are not expected. For residential meters, zero reads are common, so only after the specified number of successive zero consumption hours would the reads start to fail validation. For water meters, prolonged zero durations will be common (i.e. during vacations) and a much longer duration should be used.</p> <p>This routine can be configured to define a number of successive zeros that is permitted. It can also be configured to exempt meters with a power status of "OFF" (For example, meters that have power cut for non-pay or meters at vacant locations where the power is shut off could be exempted from this routine).</p>
High Low Check	<p>This routine checks that the reported value for the register read is within a percentage threshold of the historic average for the meter. This validation is performed on consumption channels only.</p>
High Low Demand Check;	<p>This routine checks that the reported value for the register read is within a percentage threshold for the historic average. This validation is performed on demand channels only.</p>
WattVar Validation Routine	<p>For polyphase meters, this routine calculates the power factor from the KWH and KVARH or KVAH interval reads, and checks that the power factor value is within specified low and/or high thresholds.</p>
ContinuousUsage Validation Routine	<p>This validation routine identifies usage patterns in interval data that show a continuous usage for an extended period of time. This is particularly useful for water meters in order to detect a leak in a pipe or a broken toilet or other water appliance.</p>
CommModule Validation Routine	<p>This routine checks that the communication module id, stored in the raw data tables "source_collector_id" field matches the meter's configured comm module id.</p>

Parameters for each routine can be set at the Meter Type and Location Class levels. The Harris Software will provide the following VEE functionality:

Validation Routines

Routine Name	Description
Interval Flags Validation Routine	This routine checks for specific meter events that occurred in the interval, such as Test Mode, Pulse Overflow, Time Changes, Meter Diagnostics, or Reverse Energy. The AMI Config Parameter: "IntervalFlagsMessages" is used by the check to determine if a meter event should cause a validation failure. This AMI Config Parameter is a comma-separated list of strings, and if any one of these values matches the meter event type or comment, the interval will fail validation.
Future Date Validation Routine	This routine checks that the timestamp of the read (interval or register) is not later than the time at which it is received - i.e. future date. The parameter is a tolerance value in hours.
Interval Length Validation Routine	This routine checks that the interval time for the raw meter read data matches the configured meter interval length.
UOM Validation Routine	This routine checks that the reported unit of measure for the raw meter read data matches the configured meter unit of measure.
MaxDemand Validation Routine	This routine sets a maximum threshold value for an hourly interval's KWH read.
Negative Reads Validation Routine	This validation routine will flag any negative readings as failures. A small negative threshold can be used to permit slightly negative values but fail for larger negative values. Optionally, a list of UOMs can be specified for which this validation routine will be skipped.
Register-Increasing Validation Routine	This routine checks that the register read for consumptive channels only increases and does not decrease. The parameter is a tolerance value.
SpikeCheck Validation Routine	This routine checks a block of interval data (values between two register reads) to see if there is a spike in the data. For this check to identify a spike, the following conditions must both be met: <ul style="list-style-type: none"> • The Nth highest value in the block (where N is a configurable parameter N is typically set to "3") must exceed an absolute threshold (defined by an independent configurable parameter). This threshold is defined in the standard units of measure of the meter. • The Spike factor is calculated as the difference between the highest and Nth highest values, divided by the Nth highest value. The spike factor must be greater than the spike factor

Custom Validation Routine	<p>This validation routine is a 'hook' that allows site-specific validation to be added to the system. By default this routine will always pass validation, but site-specific logic can be added to the file 'ValidateCustom.sql'. The description of this routine and its parameters can be altered by modifying the 'VALIDATIONRULES' database table. *</p> <p>*the scope of this project does not include the services to design or configure custom validation routines for Organization</p>
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2.2.2 Process Automation Module Functionality

The Process Automation Module is a highly configurable and flexible tool that utilities can use to automate business processes and to leverage data from AMI and other integrated systems for improved analytics. Its pluggable component-based design provides a framework for the creation and automation of complex business rules.

The interface to the Process Automation Platform, the rules editor, is used for the creation, management and editing of rules. The rules editor includes graphical user interface where components are dragged and dropped into a workflow. Parameters for each component are defined using SQL queries.

At the conclusion of this project, rules can be created and implemented by Organization. Upon request, Harris can provide additional training or services for the development and implementation of rules, with the additional fee based on the scope of services for this effort.

2.2.3 Distribution Optimization Module

Consultant will install and configure the Distribution Optimization module.

Functionality delivered:

- DataSync of assets and corresponding relationships provided by the utility
- Import of meter reads as documented in the Software Integrations section
- Enabling of Distribution Optimization reports (non-electric):
 - Meter Usage Comparison
 - Loss Analysis
 - Line Graph Analysis
 - Coincident Peaks
 - Continuous Usage report (water)
 - High Water Usage (water)

Assumptions and prerequisites

- Hourly or sub-hourly interval data must be loaded into the system for all metered end points. The meter reads must be provided by one of the reading system documented in the Software Integrations section.
 - To enable accurate Loss Analysis, meter reads for parent meters (e.g. feeder, plant meters, etc) must be available
- To enable the Loss Analysis functionality, one of the utility's System of Record documented in the Software integration section must provide:
 - a list of parent and child meters
 - a date-driven relationship (meter hierarchy) with corresponding multipliers

2.2.4 KPI Dashboard

Consultant will install and configure the KPI Dashboard module. Consultant will enable the following standard dashboards:

- MDM Health KPI Dashboard
- AMI Health KPI Dashboard
- Meter Data KPI Dashboard
- Outage KPI Dashboard

The Functional and Process training will include training on how to create user defined KPI dashboards.

2.2.5 Weather Content

The Weather Content module provides the Import of observational and forecast weather data in the form of multiple variables, including temperature, humidity, wind speed/direction, precipitation, and weather conditions. Weather data are sourced from The Weather Network, leveraging thousands of weather stations across North America.

Features of Weather Content:

- The system is automatically populated with weather data.
- Weather data are made available for viewing or interrogation in tabular form.
- Automated workflows can check weather data using the optional Process Automation Module
- Temperature is plotted as an overlay on usage interval data bar graphs, as viewed by utility personnel
- The Weather data are used to support the usage forecasting algorithms in the optional Forecasting Module.

MeterSense MDM will integrate weather data services with daily feed of observed weather data received from the Weather Network weather station determined to be closest to Organization's location.

The following weather data, if provided by the weather station, will be imported into MeterSense:

- Temperature (Hourly)

- Humidity (Hourly)
- Wind Speed (Hourly)
- Wind Direction (Hourly)
- Weather Conditions (Hourly)
- Precipitation (Daily)

This data is automatically downloaded from MeterSense's data provider for a weather station or stations in the customer's service area, and is automatically inserted into the MeterSense database.

2.3 Reporting

The following standard reports will be available in the Harris Software and are applicable to this project:

Routing/Maps

- Map: Collectors Only
- Map: 30 days since last comm.
- Map: 14 days since last comm.
- Map: Current Power Outages
- Map: Transformer Meters

Communications

- Meter Non-Communication Summary
- Meter Non-Communication Listing
- Meter Intermittent Communications Summary
- Meter Intermittent Communications Listing

Meter Problems

- Unknown Meters Report
- Interval No Register Report
- Register No Interval Report
- Meters Missing Register Reads
- Meters Missing Interval Reads
- Register Reads Per Day
- Meters with Estimated Intervals
- Vacant Consumption Report
- Zero Consumption Report
- List Meters Failing Validation

Meter Reads

- AMI Service Levels
- Register Status Report
- Interval Status Report
- Register Validation Failures
- Interval Validation Failures

Meter Events

- Meter Event Query
- Event Type Summary

Outages

- Outage Listing
- Outage Statistics

Conservation

- Leak Events

Billing

- Billing Results Summary
- Billing Results Details

Analytic Reporting bundle, including the following reports:

- Transformer Load Report
- Rate Impact Analysis
- Meter Usage Comparison Report
- Loss Analysis Report

In addition to the standard reports available with the Harris Software, the following custom reports will be created as part of the scope per the Organization Requirements list:

- No Custom reports were identified at the time of writing this Statement of work.

2.4 MeterSense and Compass Training

Harris will deliver the following training courses:

Overview Training Session (1/2 day)

The Overview Training is held with the core user group at the beginning of the implementation project, as part of the Solution Definition phase. The objective of the overview session is to introduce the users to the Harris Software and walk through the basic functionality of the system. This is one of the activities used to define the configuration specific to each client. This session may be delivered by a remote trainer via WebEx. However, Harris will provide an onsite facilitator during the session.

Functional and Process Training (3 days onsite)

During the Functional and Process Training, up to 10 users will be provided training on the Harris Software. System Navigation will be reviewed as well as the main business functions of the solutions. Training will also include system administration and maintenance. Following the functional training, the Business processes and use cases applicable to Organization will be reviewed.

The Functional and Process Training will include a Rules Engine module. This is a technical module on rules development designed to enable participants to become familiar with the functionality of the Rules

Engine. This module is of particular interest to department leads, who will identify opportunities for business process optimization and become a rules champion. The topics include:

1. Overview of Rules Engine as a tool, Lifecycle of a Rule, Rule Components
2. Using the Rules Engine to run rules and evaluate the results

Topics typically covered in this training include:

- Harris Software Overview
- Administrator Functions
- Data Setup
- Meter Reads & Validating, Estimating, Editing – VEE
- Using Maps and Reports
- Advanced Reporting
- System Administration
- Billing & Organization Service Functions
- Task Manager
- Rules Engine Overview

2.5 Deliverables

The following list identifies the key deliverables associated with this project:

- Functional and Integration Requirements Document
- Harris Software Testing Plan
- Linux Operating System installation
- Harris Software Installation
- Harris Software configuration
- Harris Software integration
- Harris Software Training Delivered

The following list identifies the key work product documentation associated with this project:

- Solution Design Document
- Acceptance Criteria Document
- Harris Software Test Cases
- Go-Live Approach Document
- Harris Software Test Results

2.6 Areas Out of Scope

Anything in this section and not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

- Development and implementation of custom reports and custom rules not identified in this SOW.
- Integration with the AMI head end system for the purpose of facilitating synchronization of the meter status between the AMI head end system and CIS. When the CIS is the system of record for account information that will differentiate active meters from inactive meters and the AMI head end system uses that information to determine whether meter data should be transmitted to the Harris Software. It is assumed that a direct integration will be made between the AMI head end system and the CIS. It is expected that Organization and Sensus will work collaboratively to develop this integration.

3 CustomerConnect Implementation Scope

The scope of this project is to implement CustomerConnect for Organization and to train the key people on the operation of the CustomerConnect solution.

The project scope includes:

1. Install and configure the HomeConnect module;
2. Train Organization staff.

3.1 Solution Description

3.1.1 Software Modules

The following CustomerConnect modules will be installed and configured in a hosted environment as part of the scope of this engagement:

- HomeConnect

Harris will deploy two instances of the CustomerConnect solution in the Hosted environment: one Test instance and one Production instance.

3.1.2 CustomerConnect Included Functionality

At the end of the implementation, Harris will have delivered the CustomerConnect Platform and modules with the following functionality:

3.1.2.1 CustomerConnect Platform

The CustomerConnect platform module is the administrative framework that the entire suite will work from. The users will be administered and will have the ability to manage their profiles.

List of Features:

- Administration of users
 - Search for an Existing User
 - Administrators Setup
 - CSRs Setup
 - Make changes to a customer profile
 - Integrate through CIS for direct login
 - Disallow access to certain VIP accounts (i.e. Water Director/Mayor/etc.)
- Configure password policy
- Integration of Google Analytics
- View and Manage Account Information
 - Registration of new accounts

(Information validation against most recent bill)

- Update Password

- Update Email Address
 - Update Account Users
 - View Billing Information
 - Update Notification Settings
 - Deactivate CustomerConnect Account
 - Login/out of CustomerConnect
 - Switching of accounts for customers with multiple accounts
- Library Widget
 - Create a New Library Item
 - Edit an Existing Library Item
 - Feature an Existing Library Item
 - Unpublished an Existing Library Item
 - Remove an Existing Library Item
 - End user view of any published Library Item
- Manage Target Audiences
 - Search for an Existing Target Audience
 - Create a New Target Audience
 - Edit Target Audience Members
 - Remove an Existing Target Audience
- Manage Notifications
 - Create a New Notification
 - View/Edit/Remove an Existing Notification
 - Reschedule a Notification
- Manage Time of Use (TOU) Windows and Rates
- Manage Appearance of CustomerConnect Pages
 - Customize the General Appearance
 - Customize the Header
 - Customize the Navigation Menu
- Manage Contents
 - Customize the Page Sections
 - Customize the Marketing Footer
 - Organization education / Energy saving tips

3.1.2.2 HomeConnect Application Module

HomeConnect consists of functionality that relates to the evolving requirements of the smart grid, including display of usage history in graphical and tabular formats, content targeted for the education of users towards reducing their bills, targeted alerts and notifications based on defined thresholds and general managing of the user's home environment.

- Rate Period Indicator (For Dynamic Pricing)

- Usage Report
 - Temperature Overlay
 - Previous Period Overlay
 - Average Usage Overlay
 - Cost/Usage Based Reporting
- Usage Based Threshold Notifications
- Education Library
- Rate Comparison
- Consumption Tracker
- Dynamic Pricing Definition (Time-of-use based pricing display)

3.2 CustomerConnect Training

Harris recommends that CustomerConnect training be provided to CSRs and solution administrators.

Harris recommends that solution administrator has the following skills and knowledge:

- Substantial understanding of the business aspects of the portal, and
- Substantial understanding of the data presented.

The following training sessions (all via WebEx) will be provided to Organization as part of this engagement:

- CustomerConnect Platform
- HomeConnect Solution Overview Session
- CustomerConnect Solution Administration Session – *Recommended maximum of 10 trainees*
- CustomerConnect Platform and HomeConnect Solution End-User Training Session

As part of the training, Harris will provide user manuals.

3.3 Project Deliverables, Milestones and Work Products

The following deliverables, milestones and work products are included in this project. **Deliverables** are items created during the engagement that may require formal review and approval by the customer. **Work products** are items created during the engagement that are reviewed by the customer but do not require formal approval by the customer.

3.3.1 Deliverables

The following list identifies the key deliverables associated with this project:

- Functional and Integration Requirements Document
- CustomerConnect Platform Installation
- HomeConnect Software Installation
- Software Configuration
- Functional User Training

3.3.2 *Work Products*

The following list identifies the key work product documentation associated with this project:

- Acceptance Criteria Document
- Test Case Scenario Checklist
- Testing Plan
- Training Plan
- Training Manual
- Go-Live Approach Document

3.4 **Areas Out of Scope**

Anything not listed in the above "Areas within Scope" is considered out of scope for this SOW.

4 Software Integrations

Harris will provide advice and recommendations regarding our experience and leading practice. Harris will act as a systems integrator who will be responsible for overseeing and performing the integration component of this project with the commitment of Organization's Project Manager to provide any assistance required for data, business practice and third party vendor.

Harris will make a reasonable attempt to provide sufficient lead time when making requests for assistance from third party vendors. When deemed appropriate by Organization, Harris will also work directly with third party vendors if direct communication will result in efficient execution of the project.

Harris will work with all third party vendors to allow for timely and efficient implementation of the project. However, the Organization's Project Manager will be required to secure, as required and in a timely fashion, the assistance and cooperation of third party vendors. A change order may be required if the third party vendor is unavailable or non-cooperative and causes an impact to the project schedule or effort.

Any version changes to integrating systems that occur during the project will be reviewed by Harris and may require a change order if integration updates or re-testing activities are required.

The following Integrations are included in the project scope:

4.1 AMI Head End System (Sensus Flexnet Version 3.1.XXX)

The Harris Software will integrate with Regional Network Interface (RNI) (the AMI Head End System) to:

- Import of the current day's readings as well as older reads that were previously missed. Interval and register read data will be received from RNI using a CMEP file format transferred by Sensus to the MeterSense server. MeterSense imports all available CMEP files found within defined folder.
- Import of meter event data from RNI using a CMEP file format or MultiSpeak® methods if available. Examples include alerts such as last gasp (outage notification), tamper, high voltage. Specific alarms will be defined between Sensus and Organization.
- Where the functionality is supported by the Sensus meters or compatible others, the Harris Software will integrate with the RNI to perform On-Demand reads and Remote Connects & Disconnects using MultiSpeak® methods or a mutually agreeable API call.

If CMEP files are used for providing meter data, the files are expected to be delivered by 5:00am or an agreed upon time suitable to consultant and customer in order for the Harris Software to perform the VEE process. The RNI may deliver files at multiple times during the day in order to collect the maximum amount of meter data.

It is assumed that the RNI version 3.1.x will be installed on the Sensus hosted system in time for Harris to perform its development and testing activities.

4.2 Customer Information System Advanced CISInfinity v4.x

In collaboration with Organization, Harris will provide the following integrations with Organization's CIS.

4.2.1 CIS Synchronization Integration

Import of customer and meter data into the Harris Software (MDM) for validation of AMI data. A daily full periodic synchronization activity will occur.

The minimum information to be provided from the CIS will include the following:

	MeterSense/Compass	CustomerConnect
List of meters with identifiers, meter types, etc.	X	
List of location(account) numbers, service addresses	X	
Meter latitude and longitude information	X	
Organization ID/Location ID.	X	
List of account number, addresses, list of meters, Account class/billing cycles information/billing schedules.	X	
A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X	X
Organization Account information (such as account name, account ID, occupant code, address, customer name, etc)		X
A date-driven cross reference between account and location (i.e. customer move in/out information)		X
Account rate structure information (Tiered rates or Time of Use rates)		X
Billing Information (Bill codes, Bill Dates, last bill amount, last read date etc.)		X

This integration will be established using a database view that will be queried by the Harris Software. Harris agrees to work with Advanced CIS to develop database view while Organization's Project Manager has the responsibility to coordinate the efforts between both Harris companies. Depending on Organization requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the Organization database has been updated.

4.2.2 Billing Interface (MV-R5):

Organization will bill using register reads, not time based determinants.

MeterSense SQW – City of Santa Rosa

Organization will use the MV-RS billing interface, which makes use of an MV-RS file format. The MV-RS file will be created in the CIS and manually uploaded to an ftp/sftp site. The Harris Software will be configured to automatically update the file with reads and place it on an ftp/sftp site for download back to the CIS.

The Harris Software will also support Organization's Net Billing functionality. Net billed customers have meters with two registers. For these customers, the MV-RS file will contain records for both registers and the Harris Software will provide the information for each register. The Harris Software will not perform the activity to calculate a net usage.

4.2.3 Billing Interface (MultiSpeak®):

Organization will bill using register reads, not time based determinants.

The Harris Software will import billing request information and export meter register reads. Advanced CIS Infinity and the Harris Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read. Advanced CIS Infinity will apply the correct rate to each register.

Net Billing where MeterSense is required to sum multiple meter registers is not included within the current scope of the project

4.3 CustomerConnect / MDM Integration (MeterSense)

- CustomerConnect will integrate with MeterSense MDM to
 - Receive customer usage data using the existing API prescribed and supported by Harris.
 - Harris is responsible for configuring and supporting this interface

4.4 Weather Integration

The Harris Software will integrate weather data services with daily feed of observed weather data received from the Weather Network weather station determined to be closest to Organization's location.

The following weather data, if provided by the weather station, will be imported into the Harris Software:

- Temperature (Hourly)
- Humidity (Hourly)
- Wind Speed (Hourly)
- Wind Direction (Hourly)



- Weather Conditions (Hourly)
- Precipitation (Daily)

This data is automatically downloaded from Harris's data provider for a weather station or stations in the customer's service area, and is automatically inserted into the Harris Software database.

5 Project Management Approach

5.1 Communication/Relationship Management Approach

Communication Management is the cornerstone of any project and a well-structured communication plan is a must from the beginning. Regular, or ongoing, communications include those opportunities to communicate with project team members, sponsors, steering committee members, and other key stakeholders on a regular basis. These types of communication include regular status reports, scheduled project team meetings, monthly updates with the steering committee or with executive project sponsors on a project.

During the Project Kick-Off meeting, a detailed Communication Plan will be presented and reviewed with Organization staff based on the following Communication Strategy:

Goals of Communication Strategy

- Keep people informed on project status
- Focus on communication to effectively prepare organizations for their software rollout
- Focus on communication to build support for project
- Monitor effectiveness of communication

Guiding Principles

- Clear messages using simple language
- Openness, honesty, credibility, and trust in all communications
- Two-way communication, with feedback valued and asked for
- Project Team and Management ownership of the communication program
- Ongoing commitment to the communications process

Effective Communication Guidelines

- There are multiple audiences for project communications
- Communication needs to be
 - Tailored to specific groups
 - Regular and informative
 - Real-time and relevant
- Communication content needs to be of interest to the target audience

Following is the communication plan for the project:

What	Who / Target	Purpose	When / Frequency	Type/Method(s)
Project Kick Off	All stakeholders	Communicate plans and stakeholder roles/responsibilities.	At or near Project Start Date	Meeting
Status Reports	All stakeholders and Project Office	Update stakeholders on progress of the project.	Weekly	Distribute electronically using agreed Status Report template
Team Meetings	Entire Project Team.	To review detailed plans (tasks, assignments, and action items) and risks.	Weekly for entire team.	Meeting Review Project Plan, Status Reports, and Risk Log.
Project Management Status Meetings	Sponsor(s) and Project Manager (Harris, Organization, AMI Vendor, CIS Vendor)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Weekly	Meeting
Executive Sponsor Meetings	Executive Sponsor(s) and Project Manager	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Monthly	Meeting

5.2 Work Management Approach

Work will be managed through the use of the Project Schedule in MS-Project format. The Harris Project Manager will have the responsibility to create and maintain the project schedule. It is expected that the Organization Project Manager will work in conjunction with the Harris Project Manager to ensure that key Organization activities that impact the project are also contained in the project plan.

As well, the Harris eSupport solution will be used to track project issues such as bugs or other lower level action items. The entire project team (Harris / Organization) will have access to eSupport.

5.3 Scope Management Approach

Harris will maintain the Statement of Work for the Harris Software with formal documentation denoting agreed upon deliverables and scope. Organization and/or Harris may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The Change Order form must be used for all Change requests. Harris shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order Form signed by the designated representatives from both parties.

Upon a request for a change, Harris shall submit the change on its standard Change Order Form describing the change, including the impact of the change on the schedule, fees and expenses. The Change Management Process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change
- Estimate required effort / cost of proposed change
- Submit Change Order for Approval / Disapproval
- Communicate Change Order Decision
- If Change Order Is Approved:
 - Assign responsibility
 - Monitor and report progress

Within 5 consecutive business days of receipt of the Change Order Form, Organization shall either indicate acceptance or rejection of the proposed change by signing the Change Order Form or any other period of time mutually agreed to by the parties. If Harris is advised not to perform the change, then Harris shall proceed only with the original services. In the absence of Organization acceptance or rejection of the Change Order, Harris will not perform the proposed change.

5.4 Risk Management Approach

Risk Management Planning is an important part of project management and a core component of the Harris Project Implementation Methodology. Risk Management planning is about defining the process of how to engage and oversee risk management activities for a project. Having a viable plan on how to manage risk allows one to mitigate risk versus attempting to decide in the midst how to handle a risk. The earlier Risk Management planning is engaged within the project increases the probability of success of all risk management activities. Risk Management planning will be initiated at the start of the project by having the initial discussion with Organization prior to or during the Project Kick-off meeting.

Risks can be raised by any project stakeholder, including project team members, the client, third-party integrators, or vendors.

Risks will be entered on the Risk Log and categorized by type and priority. The Project Manager will investigate the Risk and, if necessary, will update the Risk Log with background information to place the Risk in perspective.

At a minimum, the following information will be captured and tracked for all Risks:

- RISK ID - each risk should have a unique ID
- TITLE – short description of the risk (usually a few words or a sentence, helpful when reporting risks)
- DESCRIPTION – complete description of the risk, the more details the better
- IMPACT – impact to the project and/or business in terms of money, time, and/or quality
- PROBABILITY – indicate the probability of the risk
- SEVERITY – risk severity (typically values could be “critical”, “high”, “medium”, “low”)
- TYPE – type of risk (e.g. technical, process, organizational, etc.)
- RISK MITIGATION PLAN – detailed description of actions (including dates and owners) required mitigating the risk.
- STATUS – current status of the risk (typical values are “open” or “closed”)

Throughout the duration of the project, as risks are identified they will be added to the Risk Log and will be reviewed at bi-weekly Status Meetings with the team to determine the possibility of occurrence and the best plan for mitigation.

5.5 Acceptance Management Approach

In collaboration with Organization, Harris will develop and maintain a central listing of all Deliverables and Work Products to be completed throughout the project **“Deliverable Acceptance Criteria Document”**. The Deliverable Acceptance Criteria Document will also set forth the acceptance criteria for each deliverable (**“Deliverable Acceptance Criteria”**).

A baseline version of the Deliverable Acceptance Criteria document will be created through a combined effort between Harris and Organization during the Solution Definition phase. The Deliverable Acceptance Criteria Document will be reviewed with Organization regularly and updated to record the approval of the deliverables as they are accepted. The approvals of the deliverables in the Acceptance Criteria document will constitute final system acceptance.

A core component of the Deliverable Acceptance Criteria Document will be the execution of the test plan and test cases. The Testing Plan, also created in the Solution Definition phase, and the Test Case Scenarios, created during the Solution Construction phase, are customized specific to the implementation for Organization. The Test Plan and Test Case Scenarios are used for testing and will be provided to Organization for its own review and testing of the system. The Application Harris and the Organization staff will work as a team to ensure that exhaustive testing is carried out. During the Solution Validation phase, when the system testing is being executed, the project team will be meeting to review the testing status and ensure that scheduled testing is being carried out.

Once system testing has been completed, and the Organization staff has been trained on the system, the Organization staff will have the necessary tools to review the system for acceptance. Organization will



have access to its own instance of the Harris Software, loaded with its data, to train and test on. The Application Harris assigned to Organization will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.

6 Delivery Approach

6.1 Implementation Approach – Phases, Deliverables, Key Milestones

Based on Harris's understanding of Organization requirements and Harris's experience gained through the implementations of the Harris Software Solution at various Customers across North America and to ensure the successful implementation of the Harris Software Solution at Organization, the Harris Project will leverage Harris's Implementation Methodology which has been honed and perfected over the company's long history to successfully guide project implementation from Definition to Go-Live.

6.2 Implementation Methodology

The Harris Methodology is based on the following guiding principles:

- *Promote and foster customer ownership of solution;*
- *Establish and maintain consistent and regular touch-points with Organization;*
- *Ensure that project performance is visible, measurable, tracked and risks identified and mitigated – No Surprises!; and*
- *Seek to minimize customer cost and time while still achieving engagement objectives.*

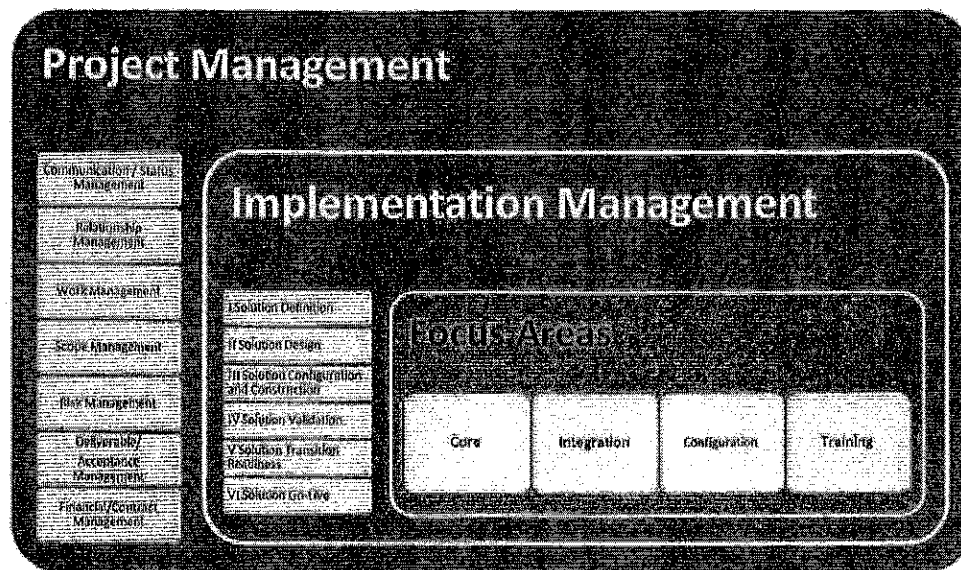


Figure 1: Implementation Methodology

The Implementation Methodology consists of two main areas: **Project Management** and **Harris Software Implementation Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require Organization sign-off;

- Work Products that are outputs produced as part of the work required to achieve the desired engagement goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how Engagements will be managed are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating engagement status and effort spent;
- **Relationship Management** aimed at measuring the pulse of Customers and partners;
- **Work Management** aimed at capturing and monitoring effort, cost and work to be performed;
- **Scope Management** aimed at defining and controlling project scope;
- **Risk Management** aimed at planning, mitigating, tracking and monitoring risks;
- **Deliverable/Acceptance Management** aimed at ensuring that expected deliverables are delivered and accepted; and
- **Financial/Contract Management** aimed at monitoring project financial health.

The **Implementation Management** area defines the Implementation Phases and associated work products and deliverables that are part of this engagement. The implementation phases are defined in the following table:

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Solution Initiation / Definition Key Milestones <ul style="list-style-type: none"> • Kick-Off Meeting Held • Project Plan Reviewed/Updated • Integration Requirements Signed-Off 	<ul style="list-style-type: none"> • To Kick-Off engagement and establish successful working relationship. • To obtain detailed agreement on "What" is to be delivered. 	<ul style="list-style-type: none"> • Kick-Off Meeting • Discovery Workshop(s) Summary • Implementation Questionnaire • Acceptance Criteria Document • Physical Architecture Recommendation 	<ul style="list-style-type: none"> • Integration Requirements Document • Software Overview Training Session (3 Hours via WebEx) • Training Plan • Test Plan
Solution Installation / Configuration / Construction Key Milestones <ul style="list-style-type: none"> • Solution Feature / Code / Configuration Complete 	<ul style="list-style-type: none"> • To install, configure and build the solution components & write associated test artifacts. 	<ul style="list-style-type: none"> • Test Scenarios / Cases • User Acceptance Test Scripts • Base Solution Installed and configured 	<ul style="list-style-type: none"> • Go-Live Approach
Solution Validation Key Milestones <ul style="list-style-type: none"> • User Acceptance Completed 	<ul style="list-style-type: none"> • To move the solution to a known state of quality and ready for deployment. • To train customer on their solution. 	<ul style="list-style-type: none"> • Functional Testing Results • Integration Testing Results • User Acceptance Test (UAT) Results • Accepted Solution per UAT 	<ul style="list-style-type: none"> • Functional and Process Training(3 days in person)

<i>Solution Go-Live</i> <i>Key Milestones</i> <ul style="list-style-type: none"> • <i>Solution Live</i> 	<ul style="list-style-type: none"> • <i>To move the solution into a production environment state and transition support to the operations team.</i> 	<ul style="list-style-type: none"> • <i>Solution Live</i> 	<ul style="list-style-type: none"> • <i>Installation Acceptance</i>
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To minimize project costs, the majority of project work will be performed at one of the Harris's locations except for key project activities such as Discovery Workshops where face-to-face is deemed more effective for a successful project

6.3 Implementation Timeline

The estimated duration to implement this scope is approximately 6-8 months based on our current understanding of the requirements. Timeline will begin upon execution of the Harris Master Service Agreement.

The 6-8 months' timeline to implement the Harris Software approximately conforms to the following timeline for most implementations:

Timeline	Phase
Month 0-2	• <i>Solution Initiation / Definition Phase</i>
Month 2-3	• <i>Solution Installation / Configuration / Construction Phase</i>
Month 4-6	• <i>Solution Validation Phase</i>
Month 6-8	• <i>Solution Go-Live Phase</i>

The actual duration and scheduling of project activities will be evaluated during the Initiation/Definition phase and a detailed project plan will be jointly created and base-lined at that time.

6.4 Validation/Testing Approach

Systems Testing is an activity that is addressed through all Phases of the Harris Software Implementation Methodology but is the focus of the Solution Validation Phase.

To ensure that a quality Solution is delivered to Organization, the Implementation Methodology includes a Validation Phase focused on validating that the configured and developed Organization Solution performs per agreed upon requirements. The Validation Phase includes three main testing activities:

- **Functional Testing** to test the core Solution components (Configuration, Interfaces, Reports, and Modifications) against agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and scenarios developed during the construction phase.
- **Integration Testing** to test the end-to-end process based on business processes and scenarios developed during the construction phase.
- **Solution Acceptance Testing** to provide Organization the opportunity to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios collaboratively developed with Organization during the construction phase. Solution Acceptance Testing sign-off per agreed upon criteria is necessary to move to GO-LIVE.

The progress for performing the three testing activities will be summarized in a table describing the test characteristics "Test Matrix". At a minimum, the Test Matrix will include the following information:

- The test name
- The objective for performing the test
- A Description of the steps required to perform the test "Test Script"
- The expected result that will demonstrate the test is successful "Test Acceptance Criteria"
- The actual result observed after performing the test "Test Result"

Prior to commencing Functional Testing and Integration Testing activities, the Test Scripts and Test Acceptance Criteria will be documented in the Test Matrix by Harris using test scripts that have been defined by Harris.

While performing testing activities, the tester will update the Test Matrix with the Test Result and will make a determination as to whether the result meets the Test Acceptance Criteria.

Functional Testing and Integration Testing will be performed by Harris. Solution Acceptance testing will be performed by Organization with support from Harris.

6.4.1 Solution Acceptance Testing Procedure

Once Functional Testing and Integration Testing have been completed, and Organization staff has received Functional Process Training, the Organization staff will have the necessary tools to perform Solution Acceptance Testing.

Prior to commencing Solution Acceptance testing activity, the Test Scripts and Test Acceptance Criteria will be documented in the Test Matrix by Harris collaboratively with Organization.

Organization will have access to its own instance of the Harris Software, loaded with its data, to train and test on. The Application Harris assigned to Organization will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation as needed.

Organization will have a defined period of time to perform Solution Acceptance Testing on the Software (including testing in a live production environment) (the "**Acceptance Testing Period**"). The length of the Acceptance Testing Period will be defined in the Detailed Project Plan. This Solution Acceptance Testing Period will begin upon formal written notification from Harris to Organization that the Harris Software has been configured and is ready for testing. During such Acceptance Testing Period, both Parties shall work diligently and dedicate the appropriate resources to conclude the evaluation in a timely and efficient fashion.

If the Software substantially meets the Functional and Integration Requirements Document (as mutually agreed by both Harris and Organization), and substantially satisfies the testing criteria set forth in the Solution Acceptance Test Matrix (together the "**Solution Acceptance Criteria**") (as mutually agreed by both Harris and Organization), Organization will provide Harris with written acceptance notice thereof, and the date of such notice to be the "**Actual Solution Acceptance Date**".

In the event Organization determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial Solution Acceptance Testing cycle, Organization will provide Harris with written notice thereof, specifying in reasonable detail how the Software failed to meet the Solution Acceptance Criteria. If Organization delivers to Harris such notice of retesting, Harris shall make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the rejected Software so that it conforms to and performs in accordance with the Solution Acceptance Criteria. Harris will have a defined period of time "**Correction Period**" to correct any deficiency, after which the Solution Acceptance Testing will be resumed. The Correction Period will be defined in the Detailed Project Plan.

In the event retesting is required by Organization, the Solution Acceptance Testing process will then be repeated.

The Organization shall not reject or fail to accept the Software based on any Severity 3 error, as defined in the table below;

Severity Level	Description
1	<ul style="list-style-type: none"> • <i>System Down (Software Application, Hardware, Operating System, Database)</i> • <i>Program errors without workarounds</i> • <i>Incorrect calculation errors impacting one-third of records</i> • <i>Error messages preventing data integration and update</i> • <i>Performance issues of severe nature impacting critical processes</i> • <i>Security Issues</i>
2	<ul style="list-style-type: none"> • <i>System errors that have workarounds</i> • <i>Calculation errors impacting less than one-third of records</i> • <i>Reports calculation issues</i> • <i>Performance issues not impacting critical processes</i> • <i>Usability Issues</i>

	<ul style="list-style-type: none"> • <i>Workstation connectivity issues (Workstation specific)</i>
3	<ul style="list-style-type: none"> • <i>Training questions, how to, or implementing new processes</i> • <i>Aesthetic issues</i> • <i>Issues where a workaround is available for a large majority of cases</i> • <i>Recommendations for enhancements on system changes</i> • <i>Questions on documentation</i>

In the event that Organization fails to notify Harris in writing of any deficiency in a test result, acceptance shall be deemed to have occurred upon the expiration of the applicable Acceptance Testing Period. During the Acceptance Testing Period, Organization may in collaboration with Harris, acting reasonably, extend the Acceptance Testing Period, the Correction Period, and the Expected Solution Acceptance Date (such that the extended Acceptance Testing Period shall expire on the revised Expected Solution Acceptance Date).

6.5 Organization Resource Involvement

Harris strongly believes that a successful implementation project requires that both Organization and Harris resources work openly and collaboratively towards a common objective. As such, Organization's involvement will be required through all phases of the implementation project. Harris also believes that the involvement of key Organization resources will help with the Organizational Change Management activities that are essential to obtain acceptance of the new solution.

The factors that will determine the size of Organization's team includes the following:

- The level and expertise of the each of Organization project Core Team members;
- The ability of Organization Project Manager to make decisions regarding the project;
- Whether current job-responsibilities will interfere with Core Team responsibilities;
- The amount of business reengineering that Organization determines is necessary; and
- The number of personnel that Organization will use to run their operation's system, which in turn affects the amount of training needed.

Based on Harris's experience with other clients, the following list outlines the anticipated involvement of Organization throughout the implementation project:

Phase I: Solution Initiation/Definition

1. Complete the Implementation Questionnaire provided by Harris. This questionnaire provides Harris with the technical and environmental details required to configure the Harris Software.

2. Ensure that any third parties required for the success of this engagement such as the AML and CIS have been informed and that they are ready to participate and contribute on an as required basis.
3. Ensure the staff members that have been identified to participate in Discovery session(s) are available on dates agreed to and scheduled.

Phase II: Solution Installation / Configuration / Construction

1. Provide and ensure all required Technical Staff are available on dates agreed to and scheduled.
2. Identifying users of the solution.
3. Installing VPN connection.
4. Assist with ensuring that the Harris Software is accessible from within Organization environment.
5. Create User Acceptance Detailed Plan.

Phase III: Solution Validation

1. Determine the appropriate staff to be trained.
2. Ensure the staff members that have been identified to participate in the training sessions are available on dates agreed to and scheduled.
3. Assist with Functional / Integrated Testing.
4. Conducting User Acceptance Testing.
5. Log issues found in the Harris eSupport system (a web based issue tracking system). The calls logged in eSupport will be addressed by Harris consultants per triage and priority.
6. Work with Harris to develop a Go-Live Plan Document

Phase IV: Solution Go-Live

1. Assist in activities as defined within the Go-Live Plan Document.
2. Introduction of Support Team and beginning of transition from Implementation to Support

6.6 Engagement Completion Criteria

The Implementation Engagement is deemed completed once all Harris Software Functionality within scope of this SOW have been deployed, for 30 calendar days and that any Severity Level 1 and 2, as defined in the following table, Items raised during that period have been addressed.

Severity Level	Description
1	<ul style="list-style-type: none"> • System Down (Software Application, Hardware, Operating System, Database) • Program errors without workarounds • Incorrect calculation errors impacting one-third of records

7 Assumptions

The Services, fees and delivery schedule for this engagement are based upon the following assumptions:

1. This engagement currently has, and will continue to have, the support of senior Organization management and will be assigned sufficient priority with respect to other project to ensure its success.
2. Organization will assign a lead to act as an internal resource and guide throughout this engagement.
3. Organization will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided Harris gives reasonable notice of such request.
4. Organization agrees to facilitate any required Organization corporate logistics for the fulfillment of this agreement.
5. Organization will secure, as required and in a timely fashion, the assistance and cooperation of Third Party Vendors (e.g. CIS, AMI, OMS) to ensure a successful implementation. A Change Order may be created if the Third Party Vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
6. Third Party Vendors Solutions are able to provide information required by the Harris Software as well as accept information provided by the Harris Software.
7. All third-party software and hardware products are assumed to perform correctly in the Organization environment, in accordance with the appropriate third-party vendor's specifications.
8. All documentation provided by Organization shall be up-to-date and accurate or if that is not the case, advise Harris as such.
9. All software, and network components supplied by Organization are working properly and are free of defects.
10. To minimize project costs, the majority of project work will be performed at one of Harris's locations except for project activities where face-to-face is deemed more effective by both parties.
11. Organization will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of Harris's locations. Harris shall abide by all rules and directions of Organization when accessing Organization's network, facilities or systems. A Change Order may be created if appropriate remote access to its network is not available, resulting in project delays.
12. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to Harris during this engagement for review and consideration.



8 Document Acceptance and Signoff

Accepted on this day by:

City of Santa Rosa

N. Harris Computer Corporation (Harris Utilities,
SmartWorks)

By:

A handwritten signature in black ink, appearing to read "Kimberly Zunino", written over a horizontal line.

By:

A handwritten signature in black ink, appearing to read "Chris J Lewis", written over a horizontal line.

Name:

Kimberly Zunino

Name:

Chris J Lewis

Title:

Revenue Manager

Title:

Executive Vice President

Date:

6/22/2016

Date:

June 22, 2016

APPENDIX A – Change Order Template

Harris Utilities SmartWorks Change Order

This document defines the work to be performed by the Harris Utilities, SmartWorks division of N.Harris Computer Corporation (Herein referred to as "Harris") for the City of Santa Rosa (Herein referred to as "Organization"), upon authorization to proceed from Organization.

Date: <Date>

Change Order #: <xx>

Organization: <Organization>

Organization Contact: <Name of Requester/Technical Contact>

Description of Change: <Title of Change Order>

Related Documents

1. This Change Order is subject to the terms and conditions of Software License, Support and Maintenance Agreement between the City of Santa Rosa and N.Harris Computer Corp. signed <date signed>
2. This Change Order describes a change from the scope or schedule defined in <Statement of Work (SOW) details>
3. (other related documents such as Technical Specification Documents)

Scope of Change

<Describe changes to be made>

Assumptions and Constraints

1. <List any applicable assumptions/constraints>

Schedule Impact

<Identify schedule impact, if any>

Change Order Effort

Description	Estimated Effort (Hours)
Work Description 1	0
Work Description 2	0
Project Total	0

Change Order Fees

Support and Maintenance

Monthly Support & Maintenance fees may be adjusted based on the increased functionality or complexity resulting from this scope of work.

Taxes

Fees exclude any applicable taxes.

Validity

Scope Changes

If there are material changes to the scope or our understanding of the scope, the price estimate is subject to change:

- The Standard hourly rate for additional services is USD \$200.
- The Support & Maintenance fees may be adjusted accordingly as well.

Change Order Payment Schedule

Organization will be invoiced based on the following payment fees and schedule. All prices are in USD.

Description	Payment	
(Milestone A TBD)	X%	\$0.00
(Milestone B TBD)	X%	\$0.00
Total	100%	\$0.00
Additional Annual Support & Maintenance fees		\$0.00
Notes: <ul style="list-style-type: none"> • This fee is intended to cover support and maintenance activities anticipated for new functionality provided in this quote. • The fee will be applied upon installation in test environment (or production if a test environment is not available) • The first year fee will be pro-rated to align with customer's existing maintenance payment schedule. <p>Annual fees are subject to change as defined in the Support and Maintenance Agreement.</p>		

Invoices are payable on a net 30 day basis.

Change Order Acceptance and Signoff

A signature below will serve as authorization to proceed with the work defined in this document.

Please sign and return this document to Kim Sharkey:

- Fax: 613-482-4874
- Email: ksharkey@northstarutilities.com.

☐ **Approval to Proceed**

Please provide both an authorized signature for sign off on this change order, and a technical contact where we should be directing Technical Issues.

Print Name (Authorized signature)	Signature	Date
-----------------------------------	-----------	------

Name (Technical Contact)	e-mail	Phone Number
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N. Harris Computer Corporation

the Harris Utilities SmartWorks manager authorized to sign this change order

Print Name (Authorized signature)	Signature	Date
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If you have any questions or need further information, please feel free to contact Kimberly Zunino, KZunino@SRCity.org

Schedule "B"
Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are \$290,000, which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

Milestone	Imp. Services
Contract Execution	50%
Delivery of Integration Requirements Document	25%
System Acceptance	25%
Total	100%

Schedule "C"
Sample Form Change Order

Change Order

(a) Contact & General Information

Client _____	Date _____
Client _____	
Contact _____	Software _____
	Application _____
Client Email _____	

(b)
(c) Description of Work

Attachments: ☐

(d) Client Approval

000		\$0.00
Chargeable Hours	Rate	Amount
000	000	
Non-Chargeable Hours	Total Hours	

Client Signature

Date

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the Statement of Work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e) Internal Use Only

Customer # _____	Application # _____	Originated by # _____	PO# 0000000 _____
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