FIRST AMENDMENT TO SOFTWARE IMPLEMENTATION SERVICES AGREEMENT NUMBER F001225 WITH N. HARRIS COMPUTER CORPORATION

This First Amendment to Agreement number F001225, dated July 21, 2016 ("Agreement") is made as of this 20th day of July, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and N. Harris Computer Corporation, a Canadian Corporation ("Harris").

RECITALS

- A. City and Harris entered into the Agreement for Harris to provide software implementation services of the MeterSense Software.
- B. City and Harris now desire to amend the Agreement for the purpose of adding the MeterSense Water Conservation Manager to improve functionality of the MeterSense software platform and adding related onsite training to the Statement of Work.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 1.2 Schedules

Schedule "A" Statement of Work is supplemented by Schedule "A-1" Statement of Work - SmartWorks Water Conservation Manager to this Amendment.

Schedule "B" Fee Structure and Payment Schedule is replaced in its entirety with Schedule "B-1" Fee Structure and Payment Schedule to this Amendment.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

N. HARRIS COMPUTER CORPORATION	CITY OF SANTA ROSA a Municipal Corporation
Signatures of Authorized Persons:	
By:	Ву:
Print Name: Chris Lewis	Print Name:
Title: EV ? -	
Ву:	Title:
Print Name:	
Title:	APPROVED AS TO FORM:
	Office of the City Attorney

Attachment – Statement of Work SmartWorks Water Conservation Manager Schedule 1-B Fee Structure and Payment Schedule

N. HARRIS COMPUTER CORPORATION	CITY OF SANTA ROSA a Municipal Corporation
Signatures of Authorized Persons:	
By:	By:
Print Name: RETEX FANOUS	Print
Title: EVP	Name:
By:	T:41
Print Name:	Title:
Title:	APPROVED AS TO FORM:
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	Office of the City Attorney

Attachments - Schedule A-1 Statement of Work SmartWorks Water Conservation Manager Schedule B-1 Fee Structure and Payment Schedule

Schedule 1-B

Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are \$290,000 for implementation services and \$24,000 for training, 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:

25%
25%

Training for MeterSense Meter Data Management and Water Conservation Manager software:

Rules Engine Training On Site - \$9,500

Post Live Business Process Review Training - \$14,500





Statement of Work

SmartWorks Water Conservation Manager

Presented to City of Santa Rosa

December 7, 2016 Version: 1.0



Revision Control

Document Title:

City of Santa Rosa –Water Conservation Manager Statement of Work

Author:

Harris Utilities SmartWorks - Professional Services

Version	Date	Author	Details / Comments
Version 0.1	2016/12/07	J. Mahony	Initial Draft.
Version 1.0	2016/12/13	J. Mahony	Updated after review by Kimberly Zunino and Colin Close
Final	2017/03/27	J. Mahony	All modifications and review completed.
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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 "Consultant") for the City of Santa Rosa (Herein referred to as "Customer"). This SOW includes a high level timeline, fees, and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and Consultant, as to what the current Statement of Work entails. This document will be used as a reference by Consultant for the configuration and implementation of the SmartWorks Water Conservation Manager (Herein referred to as the "Harris Software"). This document will also be used by the Customer 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 4.3.

The implementation project 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 software environment owned, managed, and hosted by the Consultant.
- 2. Integrate with Advanced Utility Systems' CIS Infinity, SmartWorks MeterSense MDM, and the California Irrigation Management Information System (CIMIS) to import meter usage, account/location/meter asset data, weather data (including Evapotranspiration for individual microclimates), and conservation program data.
- 3. Deliver system training designed to develop competency with the use and configuration of the Harris Software.
- 4. As part of the Water Conservation Manager's official "Initial Customer Group", the Customer will review product functionality in development, and provide design and functional requirements input to the Consultant.

1.1 Glossary of Terms

Acceptance Testing Period	Has the meaning given in Section 5.4.1.
Actual Solution Acceptance Date	Has the meaning given in Section 5.4.1.
Change Management Process	The process outlined in section 4.3 of the SOW, which Consultant will follow for any proposed changes to the SOW.
Correction Period	Has the meaning given in Section 5.4.1.



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 4.5.
Deliverable Acceptance Criteria Document	Has the meaning given in Section 4.5.
Detailed Project Plan	A plan jointly created and base lined by Customer and Consultant 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 5.4.
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 5.4.
Interval Read Data	A meter read showing the consumption over a defined period of time, or interval, normally 1 hour, 30 minutes, 15 minutes or 5 minutes. Typical units of measure include gallons or cubic foot (CF) for water meters.
Register Read Data	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 is generally a cumulative consumption Register Read – total measure consumption since the meter was manufactured or refurbished (Typical units of measure for water meters include cubic feet (CF), hundreds of cubic feet (HCF), or Gallons.)

1.2 Related Documents

Related documents to the SOW are:

1. This Statement of Work is Schedule 1 of the FIRST AMENDMENT TO IMPLEMENTATION SERVICES AGREEMENT F001225 BETWEEN N. HARRIS COMPUTER CORPORATION and the City of Santa Rosa.



2 Water Conservation Manager Implementation Scope

The scope of this statement of work is to implement the Harris Softwa're solution for Customer and to train the key people on the operation of the Harris Software. Consultant will install and configure the software platform (including the Linux operating system, Oracle database, and Tomcat web server), and will manage the platform on an ongoing basis.

2.1 Software Modules

The following Harris Software modules, as described in Schedule "A", will be installed and configured as part of the scope of this engagement:

- SmartWorks Compass, including the following modules:
 - SmartWorks Compass Framework
 - Water Conservation Manager
 - Intelligent Segmentation
 - KPI Dashboards

Consultant will deploy a single instance of the Harris Software in the hosted environment. The Harris Software will be capable of importing, and storing seven (7) years of monthly register readings, and thirty (30) months of daily register readings and hourly interval readings from approximately 55,000 water meters and will be sized appropriately to manage this volume of data. An archive and purge process will be used for hourly data older than 30 months. Archived data will be recoverable.

2.2 SmartWorks Compass Modules

2.2.1 SmartWorks Compass Framework

Consultant will install and configure the SmartWorks Compass framework.

Functionality delivered:

- Data Synchronization of meter asset and corresponding relationships (locations, accounts, etc.)
- Data Synchronization of conservation programs, associated accounts participating in those programs, as well as costs and other relevant data on the programs
- Import of meter reads as documented in the Software Integrations section
- User Authentication and Access Control integrated via single-sign-on from CIS Infinity
- Ability to create and schedule customized reports



2.2.2 Water Conservation Manager

Consultant will install and configure the SmartWorks Water Conservation Manager.

Functionality delivered:

- Automated, ongoing calculation of the amount of water conserved by each conservation program
 participant, as well as for a control group of non-participants
- Reporting on water conservation at the individual account level, rolled up to the conservation program level, and providing comparison of the effectiveness of different conservation programs
- On-demand creation of Conservation Scorecard reports in Adobe PDF format, for use by the Customer or sent directly to the Customer's account holders via email, and available in the SmartWorks CustomerConnect web portal
- Detection of water leaks at the account level from hourly AMI data, and associated leak alerting to the Customer and (optionally) the Customer's account holders
- Alerting to the Customer's account holders when their monthly consumption reaches a threshold, or when their monthly consumption is off-track to remain within a threshold

Assumptions and prerequisites

- Hourly interval data must be loaded into the system to enable leak detection and alerting and threshold alerting
- Monthly register read data must be loaded into the system to enable water conservation measurements and associated reporting
- Evapotranspiration data will be downloaded from the Customer's database daily for each microclimate (grid point) identified by the Customer.
- Evapotranspiration and Precipitation data will be automatically downloaded daily from CIMIS (California Irrigation Management Information System) for a grid of microclimates covering the Customer's territory
- Accounts, Locations, Meters, Conservation Program data, and all relationships between these items will be synchronized daily from the customer's CIS system.

2.2.3 Intelligent Segmentation (Advanced)

Consultant will install and configure the Intelligent Segmentation (Advanced) module.

Functionality delivered:

- Calculation of "Segmentation Scores" for each account for the following segmentation types, including: "Average water usage (daily, monthly, annually), Peak water usage, Indoor/Outdoor usage percentage
- Creation of location groups based on bucketed segmentation score values
- Color coding of meters on maps based on bucketed segmentation score location groups
- Filtering of system reports by location groups



Assumptions and prerequisites

None

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

Consultant will work with Customer to define and build the KPI's for the following dashboard:

Water Conservation KPI Dashboard

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

2.3 Reporting

No custom reports will be implemented by Consultant in this project.

If, during the project, Customer identifies a requirement for a report, Consultant will evaluate the general applicability of the report to the Consultant's other customers. The Consultant may create the report as a core system report or plan to build a core system report if deemed valuable to their other customers. Alternatively, the services to create a customer report can be brought into scope with the use of a change order.

Feature	Description
N/A	N/A

2.4 Training

Consultant will deliver the following training courses:



Overview Training Session (half day)

The Overview Training is held with the core user group during the discovery session with the client, as part of the Analysis phase of the project. 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.

Functional and Process Training (2 to 4 half-day sessions as needed)

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. The training may be delivered remotely by a trainer via WebEx or where possible in person at the customer's site. Training will also include system administration and maintenance. Following the functional training, the Business processes and use cases applicable to Customer will be reviewed.

Topics typically covered in this training include:

- Harris Software Overview
- **Administrator Functions**
- Data Setup
- **Using Maps and Reports**
- Advanced Reporting
- **System Administration**
- **Customer Service Functions**

Advanced Process Automation Module Rules Training (2 days onsite)

This training course is scope for this implementation project.

The Advanced Process Automation Rules Training course is a two day technical course on rules development designed to enable participants to become competent at developing rules for the Compass framework.

The topics include:

- 1. Overview of Rules Engine as a tool, Lifecycle of a Rule, Rule Components
- 2. Data Schema/Data Flow/ Rules Performance Management
- 3. Data Analysis
- 4. Data Safety Practices

The course can be delivered following rules design themes so that participants understand the construction of rules and can apply those design themes to any functional application and will include hands on exercises and an exam.



The Advanced Process Automation Module Rules Training course will be delivered to up to 2 participants. The intent is to train individuals within an organization to create a "rules engine technician", who can take business requirements from business lines develop a rule that meets the business needs. An organization should only need 1 or 2 technicians.

Competency with SQL and a basic understanding of databases are pre-requisites for participants in the Advanced Process Automation Module Rules Training course.

Customer should also have a number of "rules champions", who represent a business unit. The rules champions will be trained on the capabilities of the Rules Engine during the Functional and Process training course. These business unit rules 'champions' would be responsible for finding ways to improve their business and then passing the requirements to the rules engine technician (i.e. the 1 or 2 people trained by this course). The technician creates the rule. The champion tests and signs off on the rule.

Post Live Business Process Review Training (3 days onsite)

The Post Live Business Process Review and Training will occur 4-6 months after the use of MeterSense in a production environment. The 3 day on-site session is designed to ensure end users are maximizing the benefit from their SmartWorks solutions as well from their investment in smart infrastructure. The 3 days onsite will include interviews with key personnel, review how the Customer is using the SmartWorks solutions and identify way to increase the quantifiable value.

The consultant will work with the customers senior leads prior to the onsite sessions to help identify areas and modules to be focussed on during the onsite review and training sessions. The consultant may work hand in hand with the customers end users or in a classroom environment in the event it is determined a larger number of end users require refresher training.

2.5 Deliverables

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

- Project Schedule
- Roles and Responsibilities Matrix
- Functional and Integration Design Document
- Harris Software Testing Plan
- Platform software installation (Operating System, Oracle database, Tomcat application server)
- 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:

Project Schedule



- 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:

Integration with any systems other than those outlined in "Section 3 – Software Integrations" of this
document.



3 Software Integrations

Consultant will provide advice and recommendations regarding our experience and leading practice. However, we expect that Customer will act as or provide a systems integrator who will be responsible for overseeing the entire integration component of this project.

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

However, the systems integrator will be ultimately responsible for securing, 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 Consultant and may require a change order if integration updates or re-testing activities are required.

The following Integrations are included in the project scope:

3.1 MDM System (SmartWorks MeterSense)

The Harris Water Conservation Manager Software will share the same instance of the SmartWorks Compass platform with the MeterSense MDM system, and hence will integrate seamlessly. AMI meter readings that are imported, validated, and processed by SmartWorks MeterSense will be used by the SmartWorks Water Conservation Manager in analyzing water conservation.

3.2 Customer Information System (CIS) (Advanced Utility Systems' CIS Infinity) In collaboration with Customer, Consultant will provide the following integrations with Customer's CIS.

3.2.1 CIS Synchronization Integration

Import of customer and meter data into The Harris Software for validation of AMI data. A full periodic synchronization activity will occur at least once per day, and several times per day if needed.

Two approaches will be utilized for this synchronization; a MultiSpeak 4.1 interface, and the CIS Infinity REST API.

The minimum information to be provided from the CIS via the MultiSpeak 4.1 interface will include the following:

- List of meters with identifiers, meter types, etc.
- List of location numbers with service addresses, billing cycles, and location classes
- Date-driven associations between meters and locations (meter installs and removals)
- Meter latitude and longitude information



Location latitude and longitude information

The minimum information to be provided from the CIS via the REST API interface will include the following:

- List of accounts with account names
- Date-driven associations between locations and accounts (move in and move out info)
- Number of occupants per location, with start and end effective dates (if available in the CIS database)
- Monthly billed consumptions per location for non-AMI metered locations
- List of Conservation Program Identifiers
- Conservation Program Participants (conservation program ID, location number, account number, and effective date)
- Customer Threshold or Leak Alert Data (account number, location_no, email address(es) for alerts, alert-threshold-information)_

Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the Customer database has been updated.

As the data quantity is small, the List of Conservation Program Identifiers and/or associated information about the conservation programs can also be hand-entered into The Harris Software, or can be uploaded to The Harris Software using a spreadsheet.

Single Sign On and Deep Links from CIS 3.2.2

The Advanced Utility System's CIS Infinity system supports single-sign-on with the SmartWorks Compass platform. It also supports embedded pages and "Deep Links" from within the CIS that launch a web browser (within the CIS or in a separate window) in the context of an account. Using this feature, the Consultant will assist the Customer to set up deep links and/or embedded pages that will launch customer-service oriented reports in The Harris Software, including:

- Conservation Scorecard Report for an Account
- CSR Conservation Summary Report for an Account

There will also be a simple link from the Customer's CIS Infinity system that will launch a separate browser window with a pre-authenticated session to the SmartWorks Compass platform using single-sign-on. The Water Conservation Manager system will be accessible from the menu in that browser window.

CIMIS (California Irrigation Management Information System) 3.3

The Consultant will download weather information daily from CIMIS using the "CIMIS spatial" feature. This will enable the creation of a grid of "microclimates" within the customer's territory. The system will automatically associate each location with the nearest microclimate, and will then download weather data for each microclimate, including at a minimum the daily precipitation and evapotranspiration data needed for calculating levels of water conservation.



4 Project Management Approach

4.1 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 Customer 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 or Biweekly	Distribute electronically using agreed Status Report template
Team Meetings	Entire Project Team.	To review detailed plans (tasks, assignments, and action items) and risks.	Weekly or biweekly for entire team.	Meeting Review Project Plan, Status Reports, and Risk Log.
Project Management Status Meetings	Sponsor(s) and Project Manager (Consultant, Customer, AMI Vendor, CIS Vendor)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Biweekly	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

4.2 Work Management Approach

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

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



4.3 Change Management Approach

This document serves as the complete understanding, between Customer and Consultant, as to what the current Statement of Work entails. Customer and/or Consultant may propose changes to the scope of work defined in this document ("Change"). The Change Order Form (Appendix E) must be used for all Change requests. Consultant 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, Consultant shall submit the standard Change Order Form describing the change, including the impact on the schedule, budget, scope 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:
 - o Assign responsibility
 - o Consultant to update project plan as needed
 - If there are project delays due to Change Request, Consultant may create subsequent Change Requests to address those delays
 - Monitor and report progress

Within five (5) consecutive business days of receipt of the Change Order Form, Customer shall either:

- Accept the proposed change by signing the Change Order Form, or
- Reject the proposed change and inform Consultant Project Manager via email.

If Consultant is advised not to perform the change, or in the absence of Customer acceptance or rejection within 5 days, then Consultant:

- Will not perform the proposed change and will proceed only with the original services
- May create new Change Request to accommodate the expenses incurred during the discussion of the proposed change. This may happen only in cases where:
 - Customer takes longer than 5 days to reach the decision, or
 - Customer does not reach a decision, and/or
 - If overall project timeline, budget or scope are affected.

4.4 Risk Management Approach

Risk Management Planning is an important part of project management and a core component of the Consultant 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 Customer prior to, or during the Project Kick-off meeting.

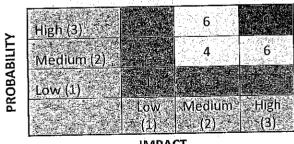
Risks can be raised by any project stakeholder, including project team members, the client, third-party integrators, or vendors during the project.

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")

The following Risk Matrix will be used to establish the severity of risk:



IMPACT



Based on Consultant's experience, the following have been identified as risks that could have negative effect on project timeline, cost and/or scope:

RISK ID	RISK NAME	RISK DESCRIPTION	PROB.	IMPACT	SEVERITY	Mitigation
1	Environment not ready	HW environment (servers) are not ready on time for the installation and configuration	3	3	9	Consultant can provide a temporary environment. This is not in the current scope and would require a change order
2	VPN ports not opened	Utility does not open up the ports for Harris personnel and for communication between integration points	2	3	6	Customer IT should be engaged early. Consultant can provide additional consulting on this subject. This is not in the current scope and would
3.	AMI not ready	AMI is not ready on time, or is not sending the data	3	3 .	(9)	Customer to engage AMI vendor early in project and get commitments from vendor on timelines
4	Data source for Datasync not ready	Data source (e.g. views, files) not ready for Datasync	3	3		Customer to engage CIS- vendor early in project and get commitments from vendor on timelines. Alternatively, if Customer has the skillset, Customer can develop the views themselves.

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.

If identified risk(s) and/or mitigation strategies are deemed to have an effect on project timeline, or budget, or scope, Change Request may be created, as per section 5.3, to address those concerns



4.5 Acceptance Management Approach

In collaboration with Customer, Consultant 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 Consultant and the Customer during the Solution Definition phase. The Deliverable Acceptance Criteria Document will be reviewed with Customer 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 Customer. The Test Plan and Test Case Scenarios are used for testing and will be provided to Customer for their own review and testing of the system. The Application Consultant and the Customer 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 Customer staff has been trained on the system, the Customer staff will have the necessary tools to review the system for acceptance. Customer will have access to their own instance of the Harris Software, loaded with their data, to train and test on. The Application Consultant assigned to Customer 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.



5 Delivery Approach

5.1 Implementation Approach – Phases, Deliverables, Key Milestones

Based on Consultant's understanding of the Customer requirements and Consultant'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 Customer, the Consultant Project will leverage Consultant'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.

5.2 Implementation Methodology

The Consultant Methodology is based on the following guiding principles:

- Promote and foster customer ownership of solution;
- Establish and maintain consistent and regular touch-points with Customer;
- 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.

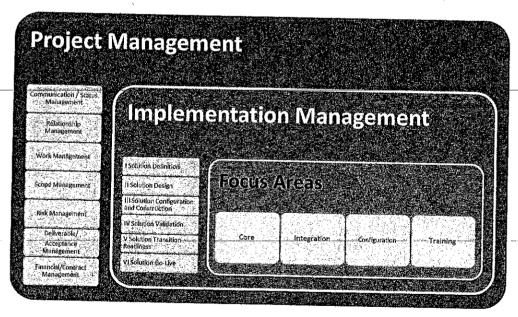


Figure 1: Implementation Methodology

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 Customer 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
Initiation and Analysis Key Milestones Kick-Off Meeting Held Project Plan Reviewed/Updated Integration Requirements Signed- Off Design and Build Key Milestones Solution Feature / Code / Configuration Complete	To Kick-Off engagement and establish successful working relationship. To obtain detailed agreement on "What" is to be delivered. To install, configure and build the solution components & write associated test artifacts.	Kick-Off Meeting Discovery Workshop(s) Summary Implementation Questionnaire Acceptance Criteria Document Physical Architecture Recommendation Test Scenarios / Cases User Acceptance Test Scripts Base Solution Installed and configured	Integration Requirements Document Software Overview Training Session (3 Hours via WebEx) Training Plan Test Plan Go-Live Approach
Testing Key Milestones User Acceptance Completed	To move the solution to a known state of quality and ready for deployment. To train customer on their solution.	Functional Testing Results Integration Testing Results User Acceptance Test (UAT) Results Accepted Solution per UAT	Functional and Process Training(3 days in person)
Deployment	To move the solution into a production	Solution Live	Installation Acceptance



Key Milestones • Solution Live	environment state and transition support to the operations team,	

To minimize project costs, the majority of project work will be performed at one of the Consultant's locations except for key project activities such as Discovery Workshops where face-to-face is deemed more effective for a successful project

5.3 Implementation Timeline

The estimated duration to implement this scope is approximately 5 months based on our current understanding of the requirements.

The 5 months' timeline to implement the Harris Software approximately conforms to the following timeline for most implementations:

Filmelines Month 0-1	PhaseInitiation and Analysis Phase
Month 2-4	Design and Build Phase
Month 3-5	Testing Phase
Month 5	Deployment Phase

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.

We will deliver a baseline plan within 14 calendar days of project kickoff meeting allowing Customer an opportunity to review project plan over the next 7 days. If no response is received the plan will be deemed to be accepted by Customer. If Customer does not agree to proposed project plan, Customer and Consultant will work collaboratively to develop a mutually agreeable plan within a reasonable timeline.

The project plan will include a project completion date (the date where project is completed as defined in section 5.4.1). The project plan will be reviewed periodically during the project and may be revised. Changes to the Project Completion date will require a Change Order.

5.4 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 our Customer, the Implementation Methodology includes a Validation Phase focused on validating that the configured and developed Customer 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 Customer 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 Customer 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 Consultant using test scripts that have been defined by Consultant.

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 Consultant. Solution Acceptance testing will be performed by Customer with support from Consultant.

5.4.1 Solution Acceptance Testing Procedure

Once Functional Testing and Integration Testing have been completed, and the Customer staff has received Functional Process Training, the Customer 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 Consultant collaboratively with Customer.

Customer will have their own instance of The Harris Software, loaded with their data, to train and test on. The Application Consultant assigned to Customer 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.

Customer 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 Consultant to Customer 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, and substantially satisfies the testing criteria set forth in the Solution Acceptance Test Matrix (together the "Solution Acceptance Criteria"), Customer will provide Consultant with written acceptance notice thereof, and the date of such notice to be the "Actual Solution Acceptance Date".

In the event Customer determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial Solution Acceptance Testing cycle, Customer will provide Consultant with written notice thereof, specifying in reasonable detail how the Software failed to meet the Solution Acceptance Criteria. If Customer delivers to Consultant such notice of retesting, Consultant 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. Consultant 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 Customer, the Solution Acceptance Testing process will then be repeated.

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

Severify Levels	Description
1 •	System Down (Software Application, Hardware, Operating System,
	Database)
•	Program errors without reasonable workarounds
	Incorrect calculation errors impacting one-third of records
	Error messages preventing data integration and update
	Performance issues of severe nature impacting critical processes



	Security Issues
2	System errors that have reasonable workarounds
	 Calculation errors impacting less than one-third of records
100	Reports calculation issues
	 Performance issues not impacting critical processes
	Usability issues
	 Workstation connectivity issues (Workstation specific)
3	Training questions, how to, or implementing new processes
	Aesthetic issues
	 Issues where a reasonable workaround is available for a large majority of
*	cases
* 4	 Recommendations for enhancements on system changes
	Questions on documentation

In the event that the Customer fails to notify Consultant 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, Customer may in collaboration with Consultant, 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).

5.5 Customer Resource Involvement

Consultant strongly believes that a successful implementation project requires that both Customer and Consultant resources work openly and collaboratively towards a common objective. As such, Customer's involvement will be required through all phases of the implementation project. Consultant also believes that the involvement of key Customer 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 Customer' team includes the following:

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



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

Phase I: Initiation

1. Work with the Consultant to develop the Project Schedule

Phase II: Analysis

- 1. Complete the Implementation Questionnaire provided by Consultant. This questionnaire provides Consultant 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 AMI 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 III: Design and Build

- 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 Customer environment.
- 5. Create User Acceptance Detailed Plan.

Phase IV: Testing

- 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 Consultant eSupport system (a web based issue tracking system). The calls logged in eSupport will be addressed by Consultant consultants per triage and priority.
- 6. Work with Consultant to develop a Go-Live Plan Document

Phase V: Deployment

1. Assist in activities as defined within the Go-Live Plan Document.

5.6 Engagement Completion Criteria

The Implementation Engagement is deemed completed once the following criteria has been met: Water Conservation Manager SOW – City of Santa Rosa



- Solution Acceptance has been complete
- Harris Software Functionality within scope of this SOW has been deployed for a minimum of 30 calendar days "Post Implementation Grace Period"
- Severity Level 1 issues identified during the Post Implementation Grace Period have been addressed. The severity matrix table presented in section 5.4.1, defines the severity level 1 issues

The customer will be transitioned to support once the Engagement Completion Criteria has been completed.



6 Fees & Payment Schedule -SaaS/ Hosted Based

The fees and payment schedule are defined in THE FIRST AMENDMENT TO IMPLEMENTATION SERVICES AGREEMENT F001225 BETWEEN N. HARRIS COMPUTER CORPORATION and the City of Santa Rosa.

6.1 Price Summary

The following Matrix summarizes the price proposal for the Harris Software implementation project:

and the proposal for	ine Harris	Software implementation project:
Implementatio	n Servi	ces
ltem		Price
Professional Services:	**************************************	
Project Management		\$0
Software Installation within a hosted Environment		· · · · · · · · · · · · · · · · · · ·
Configuration Services		
Training		
Integration		
Advanced Process Automation Module Rules Training Travel Expenses for Rules Training		\$7040 \$2000-\$2500 (approximate)
Post Live Business Process Review Training		\$12000
Travel Expenses for Business Process Review		\$2000-\$2500 (approximate)
Go-Live and Go-Live Support		
Hosting Environment Setup	Control of the second s	and the second of the second o
	7	
	Total:	\$23000-\$24000
	and the first the state of the	(approximate)

The Standard hourly rate for additional services is USD \$220.

SaaS/Hosting F	
Item	Monthly Cost
Monthly costs for license use, maintenance and support, equipment usage, storage, backup, disaster recovery.	\$As per PROFESSIONAL SERVICES AGREEMENT NUMBER F001232



6.2 Payment Schedule

The fees for the scope of services described in this Statement of Work are based on fixed price plus any travel and logistics (T&L) which may be required.

Customer will be invoiced based on the following payment schedule defined in THE FIRST AMENDMENT TO IMPLEMENTATION SERVICES AGREEMENT F001225 BETWEEN N. HARRIS COMPUTER CORPORATION and the City of Santa Rosa.

Invoices are payable on a net 30 basis.

6.3 Validity

The price estimate is valid for a period of 60 days from the submission date. Customer may request this date to be extended.



7 Assumptions

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

- 1. This SOW defines the scope of work for Harris Utilities SmartWorks and does not include any work required for other Vendors including GIS, AMI, CIS etc.
- 2. This engagement currently has, and will continue to have, the support of senior Customer management and will be assigned sufficient priority with respect to other project to ensure its success.
- 3. Customer will assign a lead to act as an internal resource and guide throughout this engagement.
- 4. Customer will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided Consultant gives reasonable notice of such request.
- 5. Customer agrees to facilitate any required Customer Corporate logistics for the fulfillment of this agreement.
- 6. Customer will secure, as required and in a timely fashion, the assistance and cooperation of Third Party Vendors (e.g. CIS, MDM) 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.
- 7. Third Party Vendors Solutions are able to provide information required by the Harris Software as well as accept information provided by the Harris Software.
- 8. All third-party software and hardware products are assumed to perform correctly in the Customer environment, in accordance with the appropriate third-party vendor's specifications.
- 9. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise Consultant as such.
- 10. All hardware, software, and network components supplied by Customer are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
- 11. To minimize project costs, the majority of project work will be performed at one of the Consultant's locations except for project activities where face-to-face is deemed more effective.
- 12. Customer will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of Consultant's locations. Consultant shall abide by all rules and directions of Customer when accessing Customer'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.
- 13. 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 Consultant during this engagement for review and consideration.
- 14. As part of the official Initial Customer Group (ICG) for the Water Conservation Manager software, the customer:



- a. will receive discounted pricing
- b. will agree to provide the Consultant with suggestions for new features and functionality and design feedback on new features
- c. will agree to be a reference for other customers should they deem that the product does provide the expected value



8 Document Acceptance and Signoff

Accepted on this day by:

City of Santa Rosa

N.Harris Computer Corporation (Harris Utilities, SmartWorks)

By:

By:

Chris Lewis

Title: Revenue Manager

Title: Executive Vice President

Date: May 17 2017

Date: May 17 2017



APPENDIX A – Software Hosting Environment

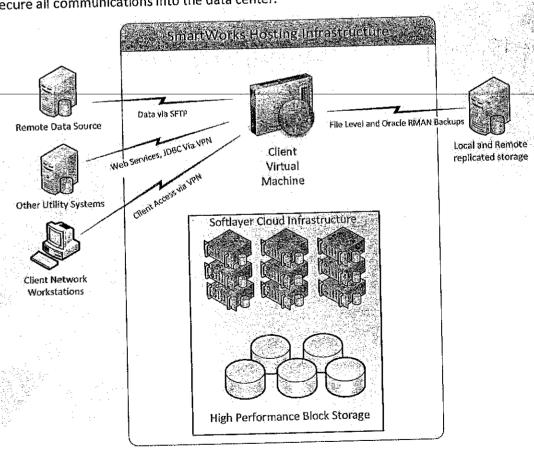
The SmartWorks Hosting Solution

The SmartWorks Hosting Solution offers our clients a cost effective alternative to in-house operation of their SmartWorks applications. By choosing the SmartWorks Hosting Solution, our clients can eliminate capital expenditure costs for hardware and software licensing, as well as alleviating the need for inhouse management of servers, database and backup.

The environment utilizes cloud services by SoftLayer, an IBM Company. SoftLayer operates 28 Data Centers in 15 Countries, including USA and Canada connected by a global network with speed of more than 2,000 Gbps. By default our systems are located in a Toronto, Ontario facility. If desired, clients can choose to have their systems located in one of the US data centers or in any of the other international data centers.

Data Centre High Availability

SoftLayer provides multiple 10Gbps connections to top-tier transit and peering network carriers for communications, N+1 power redundancy, redundant UPS systems with high capacity diesel generators and battery backup, as well as N+1 cooling redundancy. Dual firewalls in a high availability configuration secure all communications into the data center.





Physical Security and Fire Suppression

All data center locations are hardened against physical intrusion and server room access is limited to certified employees, utilizing multi-factor authentication including biometric scanning, and video monitoring and recording on a 24x7 basis. Fire suppression is provided by a two-stage pre-action dry pipe sprinkler system.

Virtualized Hosting Environment

The SmartWorks Hosting Solution is based on SoftLayer Cloud Services, utilizing the Citrix Zen virtualization platform. Server availability is maintained by automatic migration within the server cloud in the event of a failure or scheduled maintenance of a device at the physical layer. Deployment of new client systems is fast and efficient, via the SoftLayer Management Portal and stored server templates.

Database Performance and Security

Database storage has been optimized for performance using SoftLayer high performance block storage SAN devices. Database servers are located on a separate, secure network and direct access is restricted only to Smartworks personnel.

Logical Security

Each client is configured with their own application instance on a private virtual machine, with restricted access to a single instance Oracle database on a separate database server. Remote client access and integration to other utility systems are configured via dedicated point to point IPSec VPN tunnels. The VPNs are configured to limit access to the individual client application servers, and all virtual machines are locked down with host-based firewalls. These measures ensure that no other SmartWorks Hosting Solution clients can access your private virtual machine or your Oracle database on the separate database server.

Monitoring

All SmartWorks hosted systems are monitored by SmartWorks HealthWatch, as well as a Nagios network monitoring system. Nagios is used to monitor the systems 24x7 for network and operating system health and performance, and immediately reports issues via email alerts to the SmartWorks Hosting Solution support personnel. HealthWatch monitors the application health and performance and provides email alerts to the SmartWorks customer support on a daily basis.

Backups

Database backups are performed by Oracle RMAN backup scripts with all full, incremental and archive log files stored locally for immediate access and replicated to a separate SoftLayer data center in a different city to mitigate the loss of the primary data center. Application server configuration information is backed up daily to the same locations. Individual backups are maintained for each client system. Full backups are performed each weekend, with incremental backups performed daily on week days. As well, Oracle archive logs are backed up hourly, providing the tested and proven capability to restore the Oracle database to a point in time within one hour of a failure.



APPENDIX B – Functional Tests

As the SmartWorks Water Conservation Manager is a new product that is still in development, a full set of functional tests have not yet been defined by the Consultant. The Consultant will collaborate with the Customer to produce the list of functional tests prior to the commencement of the functional testing.



APPENDIX C – 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 "Consultant") for <Customer> (Herein referred to as "Customer"), upon authorization to proceed from Customer.

Date:

<Date>

Change Order #:

<xx>

Customer:

<Customer>

Customer 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 < Customer > 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>



Pricing

Effort

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

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.

The price estimate is valid for a period of 30 days from the quote submission. Customer may request this date to be extended.

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 \$220.
- The Support & Maintenance fees may be adjusted accordingly as well.



Payment Schedule

Customer 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	The state of the s	\$0.00
Notes:		
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.		
Annual fees are subject to change as defined in the Support and Maintenance agreement.		

Invoices are payable on a net 30 day basis.



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 Joe Mahony:

• Email: <u>imahony@harrisutilities.com</u>.

JMahony@harriscomputer.com.

Approval to Proceed		1
Please provide both an authorized si where we should be directing Techn	ignature for sign off on this chang nical Issues.	e order, and a technical
Kimberly Zunino		
Print Name (Authorized signature)	Signature	Date
Laurel King	LKing@srcity.org	
Laurel King Name (Technical Contact)	LKing@srcity.org e-mail	Phone Numbe
		Phone Numbe
Name (Technical Contact)	e-mail	