

**AMENDMENT NO. 1
TO AGREEMENT 08-8830
FOR CUSTOMER INFORMATION SYSTEM SOFTWARE**

This Amendment is made as of December 10, 2009, between the City of Santa Rosa, a charter city ("CITY"), and N. Harris Computer Corporation ("CONTRACTOR"), a Canadian Corporation.

RECITALS

- A. WHEREAS, CITY and CONTRACTOR, entered into Agreement No. 08-8830, dated August 7, 2008, for CONTRACTOR to provide customer information system software for the City of Santa Rosa; and
- B. WHEREAS, CITY and CONTRACTOR wish to modify the Agreement to add additional services and travel expenses in the amount of \$82,450; and
- C. WHEREAS, the parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend Agreement No. 08-8830 dated August 7, 2008, as follows:

1. **Scope of Services**

Section 1, entitled "Scope of Services" is amended to include the additional services and travel expenses listed below and as described with particularity in the attached CONTRACTOR's Change Orders 11, 12, 15, 17, 18, and 19.

Change Order #	Date Signed		Associated Hours	Hourly Rate	Hourly Costs	Travel Expenses	Total Costs	Charge
11	3/30/2009	Travel Budget increase/cap		n/a	n/a	\$25,150	\$25,150	8387-20
12	3/26/2009	Change to Move In/Out Form	45	\$150	\$6,750	\$0	\$6,750	8387-20
15	7/6/2009	Push Go Live Date of 7/6 to 8/31/2009	80	\$150	\$12,000	\$3,000	\$15,000	8387-20
17	9/21/2009	Hard Parallel # 2 - Push Go Live to 10/12/2009	130	\$150	\$19,500	\$6,300	\$25,800	8387-20
18	10/22/2009	Development of New Bookmarks	15	\$150	\$2,250	\$0	\$2,250	8387-20
19	10/27/2009	Changes to Rate Structure	50	\$150	\$7,500	\$0	\$7,500	1361-20
Totals			320		\$48,000	\$34,450	\$82,450	

2. Compensation

The parties hereby agree that the compensation under Agreement No. 08-8830 shall be amended to provide additional compensation for additional services and travel expenses.

Section 4, "Compensation" paragraph b. is hereby amended to provide for additional compensation to CONTRACTOR in the amount of eighty two thousand four hundred fifty dollars (\$82,450) as described in Section 1 Scope of Services above and to increase the total compensation payable by CITY under the Agreement to an amount not to exceed one million three hundred fifty thousand nine hundred sixty dollars (\$1,350,960).

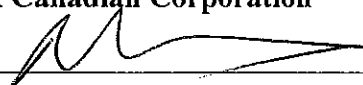
Section 4 "Compensation" paragraph c of the Agreement is amended to read as follows:

"The City Chief Financial Officer is authorized to pay all proper claims from charge number 8387-20 with the exception of \$7,500 to be paid from 1361-20."

All other terms of this agreement shall remain in full force and effect.

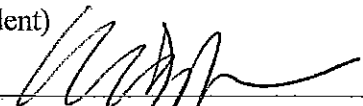
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1, the day and year first above written.

**N. HARRIS COMPUTER
CORPORATION**
A Canadian Corporation

By 

Name PETER FANDOUS

Title GENERAL MANAGER
(Chairman of the Board, President, Vice-President)

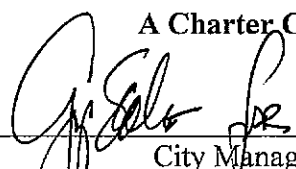
By 

Name Melanie Sudge

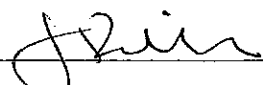
Title CFO
(Secretary, Asst. Secretary, Chief Financial Officer, Assistant Treasurer)

Taxpayer ID # _____

CITY OF SANTA ROSA
A Charter City

By  12/10/09
City Manager

APPROVED AS TO FORM
City Attorney

By 



Change Order

Change ID: **Change Order # 11**
Date: March 23, 2009
Client: **City of Santa Rosa**
Description: Travel Budget (Cap)

Background Information

City of Santa Rosa and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on August 7, 2008. The Software License and Implementation Agreement and Section 6 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order Process. Based on that provision, Advanced presents the following Change Order to the City of Santa Rosa.

Change Details

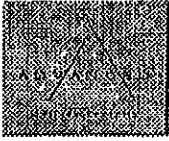
The revised travel expense budget will have a cap set at \$97,000 from the \$71,850 estimate per the SOW. If the cost of the upcoming 21 trips exceeds the cap, Santa Rosa will not pay any additional travel expenses. If the travel expenses are less than the \$97,000 cap, Santa Rosa will pay the lesser amount.

The new travel cap is as follows:

- As of March 23, 2009, there will be 21 person-weeks of onsite visits
 - 2 Tech Visits
 - 1 eCare Visit
 - 6 Visits for End User Training
 - 1 Tech for HP Dry Run
 - 1 Tech/ 1 Trainer/ 1 PM for HP Kick-off
 - 2 Trainers for last week of HP
 - 2 Trainers/ 1 PM for GO Live Week
 - 3 visit Go Live Support
- **Total of 21 Visits**
- Any additional trips requested by Santa Rosa over and above the upcoming 21 will be at Santa Rosa's expense. Any additional trips must be requested by Santa Rosa and mutually agreed upon by Santa Rosa and Advanced.

Estimate of Hours / Costs*

An increase of \$25,150 to the travel budget.



Change Order

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Rosa

Date:

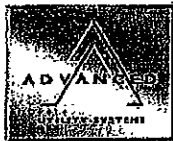
3-30-09

Approval Signature:

P. Kutches

Name of Approving Authority:

PATTY KUTCHES



Change Order

Change ID: Change Order # 12
Date: March 24, 2009
Client: City of Santa Rosa
Description: Change to the Move In/Out form

Background Information

City of Santa Rosa and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on August 7, 2008. The Software License and Implementation Agreement and Section 6 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order Process. Based on that provision, Advanced presents the following Change Order to the City of Santa Rosa.

Change Details

Enhancements to the Move In/Out form to give users the ability to view and change basic multipliers attached to a service on an account. The Move In/Out form will be enhanced with the addition of a new tab, which will display the Multipliers grid (same as on the Services tab of the Main Inquiry form). This Multipliers grid will display all of the multipliers attached to the account involved in the move process. Users will have the ability to add, edit or delete those multipliers during the move process.

Estimate of Hours / Costs*

Advanced estimates that a total of 45 hours will be required to complete this enhancement, at hourly rate of \$150.00. Total cost of this enhancement is \$6750.00.

Advanced will invoice Santa Rosa on actual hours.

The above quote includes specification document, programming, testing.

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Rosa

Date: 3-26-09
Approval Signature: [Signature]
Name of Approving Authority: PATRY KUTCHES



Change Order

Change ID: Change Order # 15
Date: July 6th, 2009
Client: City of Santa Rosa
Description: Push of Go Live Date to August 31, 2009

Background Information

City of Santa Rosa and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on August 7, 2008. The Software License and Implementation Agreement and Section 6 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order Process. Based on that provision, Advanced presents the following Change Order to the City of Santa Rosa.

Change Details

On July 6th, 2009, Advanced had a meeting with Patty Kutches, Jeff Ott, Albair Hanna, to discuss the option of pushing Go Live to August 31, 2009. During our conversation, Santa Rosa and Advanced have agreed to add the following tasks to the scope of work.

- An additional week of onsite support for Dry Run. Dez will be onsite the week of July 13, 2009 (40 hours)
- An extra data refresh for Dry Run. Ehsan will start the data refresh on Wednesday July 8th, 2009 to be delivered onsite for Monday July 13th, 2009. Santa Rosa will deliver the extract to Advanced first thing Wednesday July 8th, 2009 (40 hours)

Advanced will support Santa Rosa through to the new Go Live date at no additional cost.

Estimate of Hours / Costs*

An additional 80 hours at \$150.00/hour. Totaling \$12,000.00 (plus any additional travel expenses)

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Rosa

Date: 7-6-09
Approval Signature: Patty Kutches
Name of Approving Authority: Patty Kutches



Change Order

Change ID: Change Order # 17
Date: September 18, 2009
Client: City of Santa Rosa
Description: Hard Parallel #2 and Push to Go Live

Background Information

City of Santa Rosa and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on August 7, 2008. The Software License and Implementation Agreement and Section 8 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to the City of Santa Rosa.

Change Details

Santa Rosa has informed Advanced that they would like to re-do hard parallel and push their scheduled Go live date.

Below are the details of the change to the project timeline.

- Santa Rosa delivers HP Extract by 9:00am Friday September 25.
- Ehsan work over the weekend to run conversion and delivers converted data by 10:00 am EST Monday September 28.
- Santa Rosa Kick-offs HP with no catch-up required on Monday September 28, 2009, once reports have been signed off.
- Santa Rosa delivers Go Live Extract by 9:00am Friday October 9.
- Ehsan work over the weekend to run conversion and delivers converted data by 10:00 am EST Monday October 12.
- Santa Rosa Go Live Kick-off with no catch-up required on Monday October 12, 2009, once reports have been signed off.
- Advanced will be required to provide 2 additional weeks of post live support.

HP conversion: 60 hours (due to weekend work)

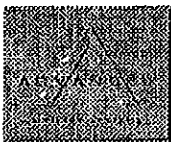
PM Support: 50 hours

Go Live conversion: an additional 20 hours (due to weekend work)

Total : 130 hours @ \$150.00 = \$19,500.00 plus travel expenses and cancellation fees.

Please note that an agreement between the city of Santa Rosa and Advanced has been reached to the priority and due dates of all outstanding service wise items as of September 16, 2009. An Excel sheet name "SR-Priority List - Sept 18, 2009" has been emailed to Patty Kutches.

Advanced is committed to complete all items prioritized as Critical by Hard Parallel 9/28, high by Go Live 10/12. The City of Santa Rosa is also committed to test all items marked as "Client to Test" within 24 hours from the time the status change.



Change Order

Estimate of Hours / Costs*

Total hours required is 130 hours @ \$150.00/hour

Total: \$19,500.00 plus travel expenses and cancellation fees.

Advanced will invoice Santa Rosa on actual hours.

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Rosa

Date:

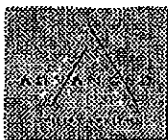
9/21/09

Approval Signature:

[Handwritten Signature]

Name of Approving Authority:

Alan R. Alton



Change Order

Change ID: Change Order # 18
Date: October 20, 2009
Client: City of Santa Rosa
Description: Development of new Bookmarks

Background Information

City of Santa Rosa and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on August 7, 2008. The Software License and Implementation Agreement and Section 6 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order Process. Based on that provision, Advanced presents the following Change Order to the City of Santa Rosa.

Change Details

Santa Rosa has informed Advanced that they would like the following bookmarks created:

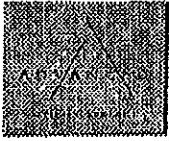
- Reading at Disconnect" bookmark for placement on service orders. The bookmark would retrieve the Reading at Disconnect from the Customer/Account Disconnect Table (COL005.N_DISCONNECTREADING).
- Number of Units, basic multiplier for water. Santa Rosa requires this field to be populated in the Notice processing tables.
- Comment Code. Required in the Notice processing tables

Estimate of Hours / Costs*

Total hours required is 15 hours @ \$150.00/hour

Total: \$2,250.00.

Advanced will invoice Santa Rosa on actual hours.



Change Order

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Rosa

Date:

10-22-09

Approval Signature:

P. Kutches

Name of Approving Authority:

PATTY KUTCHES



Change Order

Change ID: **Change Order # 19**
Date: **October 20, 2009**
Client: **City of Santa Rosa**
Description: **Changes to Rate Structure**

Background Information

City of Santa Rosa and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on August 7, 2008. The Software License and Implementation Agreement and Section 6 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to the City of Santa Rosa.

Change Details

Santa Rosa has informed Advanced that they would like to make changes to their current rate structure. On August 20, 2009, Patty emailed Advanced documentation on the required changes to the current rate structure (2009 rate changes.doc). Santa Rosa is requesting the changes to be completed by January 2010.

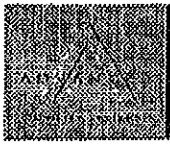
Advanced estimated the cost to be 50 hours. This estimate assumes that minimum changes to the bill print will be required.

Estimate of Hours / Costs*

Total hours required is 50 hours @ \$150.00/hour

Total: \$7,500.00

Advanced will invoice Santa Rosa on actual hours.



Change Order

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Rosa

Date: 10/27/09

Approval Signature: [Signature]

Name of Approving Authority: Chief Financial Officer

**AMENDMENT NO. 2
TO AGREEMENT 08-8830
FOR CUSTOMER INFORMATION SYSTEM SOFTWARE**

This Amendment is made as of JUNE 10, 2010, between the City of Santa Rosa, a charter city ("CITY"), and N. Harris Computer Corporation ("CONTRACTOR"), a Canadian Corporation.

RECITALS

- A. WHEREAS, CITY and CONTRACTOR, entered into Agreement No. 08-8830, dated August 7, 2008, (the "Original Agreement") for CONTRACTOR to provide customer information system software for the City of Santa Rosa; and
- B. WHEREAS, CITY and CONTRACTOR previously amended the Original Agreement in Amendment No. 1 to add services and travel expenses; and
- C. WHEREAS, CITY and CONTRACTOR now desire to modify the Original Agreement to add services in the amount of \$15,000.
- D. WHEREAS, the parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend Agreement No. 08-8830 dated August 7, 2008, as follows:

1. Scope of Services

Section 1, entitled "Scope of Services" is amended to provide additional services including the configuration of the Infiniti.Link Interface with Transfirst and additional consulting services as described in Exhibit A-1 (Statement of Work), which is incorporated by reference as though fully set forth herein.

2. Compensation

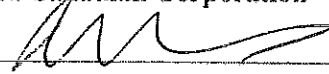
The parties hereby agree that the compensation under the Original Agreement shall be amended to provide additional compensation for additional services as described in Statement of Work - Exhibit A-1.

Section 4, "Compensation" paragraph b. is hereby amended to provide for additional compensation to CONTRACTOR in the amount of Fifteen Thousand Dollars (\$15,000) and to increase the total compensation payable by CITY under the Agreement to an amount not to exceed One Million Three Hundred Sixty-Five Thousand Nine Hundred Sixty Dollars (\$1,365,960).

All other terms of this agreement shall remain in full force and effect.

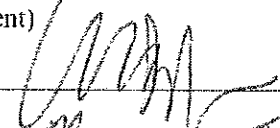
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2, the day and year first above written.

**N. HARRIS COMPUTER
CORPORATION**
A Canadian Corporation

By 

Name PETER FANOUS

Title GENERAL MANAGER
(Chairman of the Board, President, Vice-President)

By 

Name MELANIE JUDGE

Title CHIEF FINANCIAL OFFICER
(Secretary, Asst. Secretary, Chief Financial Officer, Assistant Treasurer)

Taxpayer ID # 98-0141520

CITY OF SANTA ROSA
A Charter City

By 
City Manager
Interim

APPROVED AS TO FORM
City Attorney

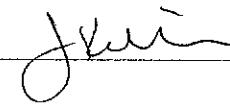
By 

Exhibit A-1

**ADVANCED
UTILITY SYSTEMS**

a Division of N. Harris Computer Corporation

2235 Sheppard Ave East, Suite 1400

Toronto ON M2J 5B5

Phone (416) 496-0149

Fax (416) 496-3910

Statement of Work

City of Santa Rosa

(Amended 2)

SOW ID: Configuration of Infinity.Link Interface with TransFirst
SW ID: AT4127

Date of distribution: Monday, March 29, 2010

Distribution: **Advanced Utility Systems**
Brenda Klem

City of Santa Rosa
Patty Kutches

ADVANCED UTILITY SYSTEMS

Statement of Work

City of Santa Rosa

Advanced Utility Systems (Advanced) is pleased to provide the following quotation for providing Professional and Consulting Services to the City of Santa Rosa (the City).

This Statement of Work (SOW) is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined below.

Introduction / purpose

The primary purpose of this SOW is to provide professional services to configure the 3rd Party payment provider interface (TransFirst) for Infinity.Link and provide additional consulting hours as needed.

Objectives / deliverables

The following stages outline items to be addressed, as part of this SOW

- *Identify* precise development/configuration requirements;
- *Validate* identified development/configuration requirements;
- *Execute* development/configuration according to validated interface requirements;
- *Configure* the Infinity.Link payment site and re-configure the Infinity.Link main site modules to re-direct to the TransFirst site
- *Implement* executed development/configuration within Client's refreshed TEST environment;
- *Install* the latest web services
- *Test* implemented development/configuration vis-à-vis validated interface requirements;
- *Transition* tested development/configuration into Client's PRODUCTION environment;
- *Monitor* transitioned development/configuration within Client's PRODUCTION environment.

Costs & time requirements

The costs related to successfully completing this SOW are estimated to be \$15,000 USD (total). This SOW will not exceed \$15,000 USD (total) inclusive of expenses.

The time required to successfully complete this SOW is currently estimated to be 100 hours, charged at a blended rate of \$150 per hour.

20 hours of the 100 hours will be for professional services to configure the 3rd Party payment provider interface (TransFirst) for Infinity.Link.

ADVANCED

UTILITY SYSTEMS

The remaining 80 hours are for consulting purposes. Advanced will confirm all use of hours through web conversations in ServiceWise. These remaining hours will be invoiced as accrued.

Assumptions

- The City will have to get TEST & PRODUCTION credentials from TransFirst before Advanced can begin configuration of the interface

**AMENDMENT NO. 3
TO AGREEMENT 08-8830
FOR CUSTOMER INFORMATION SYSTEM SOFTWARE**

This Amendment is made as of NOVEMBER 18, 2010, between the City of Santa Rosa, a charter city ("CITY"), and N. Harris Computer Corporation ("CONTRACTOR"), a Canadian Corporation.

RECITALS

- A. WHEREAS, CITY and CONTRACTOR, entered into Agreement No. 08-8830, dated August 7, 2008, (the "Original Agreement") for CONTRACTOR to provide customer information system software for the City of Santa Rosa; and
- B. WHEREAS, CITY and CONTRACTOR previously amended the Original Agreement in Amendment Nos. 1 and 2 to add services and travel expenses; and
- C. WHEREAS, CITY and CONTRACTOR now desire to modify the Original Agreement to add services in the amount of \$100,000.
- D. WHEREAS, the parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend Agreement No. 08-8830 dated August 7, 2008, as follows:

1. **Scope of Services**

Section 1, entitled "Scope of Services" is amended to provide additional services which may include but are not limited to building a new rate structure, adding a new backflow fee for Water quality, creating a new way to bill commercial accounts that do not have a separate irrigation service, creating custom reports, creating a water shortage rate structure, changing payment allocations, changing the payment gateway from an internal system to a third party system, change to the screens used for moves to handle sewer caps, and multi-language door tags. These services will be performed at the request of CITY, after a firm quote is received from CONTRACTOR and written acceptance provided by CITY. Additional services will be requested at the sole discretion of CITY, no minimum amount of work is guaranteed.

2. **Compensation**

The parties hereby agree that the compensation under the Original Agreement shall be amended to provide additional compensation for additional services at the same \$150 hourly rate as in the Original Agreement. This hourly rate will remain in effect for at least a one-year period from the date of this Amendment No. 3, after which

CONTRACTOR may request a rate increase in writing to CITY, which shall be negotiated between both parties, and if successfully negotiated, confirmed by amendment.

Section 4, "Compensation" paragraph b. is hereby amended to provide for additional compensation to CONTRACTOR in the amount of One Hundred Thousand Dollars (\$100,000) and to increase the total compensation payable by CITY under the Agreement to an amount not to exceed One Million Four Hundred Sixty-Five Thousand Nine Hundred Sixty Dollars (\$1,465,960).

All other terms of this agreement shall remain in full force and effect.

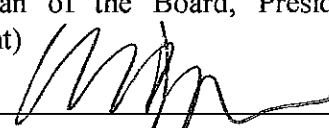
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3, the day and year first above written.

**N. HARRIS COMPUTER
CORPORATION**
A Canadian Corporation

By 

Name Peter Fanois

Title General Manager
(Chairman of the Board, President, Vice-President)

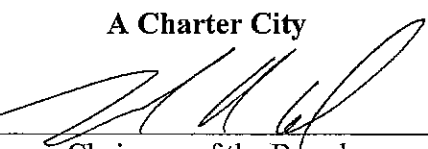
By 

Name MELANIE JUDGE

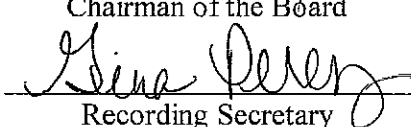
Title CHIEF FINANCIAL OFFICER
(Secretary, Asst. Secretary, Chief Financial Officer, Assistant Treasurer)

Taxpayer ID # 98-0141520

CITY OF SANTA ROSA
A Charter City

By 

Chairman of the Board

Attest 

Recording Secretary

APPROVED AS TO FORM:

By 

City Attorney



December 6, 2010

Peter Fanous, General Manager
N. Harris Computer Corporation
Advanced Utility Systems Division
2235 Sheppard Ave., E., Ste. 1400
Toronto, ON M2J 5B5

**CITY OF SANTA ROSA CONTRACT NO. 08-8830 –
CUSTOMER INFORMATION SYSTEM SOFTWARE**

Enclosed is a fully executed original of Amendment No. 3 to the subject contract for customer information system software to provide additional services, as agreed to by the City of Santa Rosa and Advanced Utility Systems.

Please don't hesitate to call me if you have any questions at 707-543-3706.

JIM WRIGHT
Purchasing Agent

JWW/ser

Enclosure

C: Patty Kutches, Revenue Operations Supervisor
Cathy Haralson, Accounting Services Supervisor

G:\Purchasing\Contracts\2008\08-8830 CIS am3.rtn.doc

E-MAILED
4-12-13



April 12, 2013

Peter Fanous, Executive Vice President
N. Harris Computer Corporation
Advanced Utility Systems Division
2235 Sheppard Ave., E., Ste. 1400
Toronto, ON M2J 5B5

**CITY OF SANTA ROSA CONTRACT NO. 08-8830 –
CUSTOMER INFORMATION SYSTEM SOFTWARE**

Enclosed is a fully executed copy of Amendment No. 4 to the subject contract for customer information system software to provide additional services, as agreed to by the City of Santa Rosa and Advanced Utility Systems.

Please don't hesitate to call me if you have any questions at 707-543-3706.

A handwritten signature in black ink, appearing to read "Jim Wright". The signature is fluid and cursive, with a large loop at the end.

JIM WRIGHT
Purchasing Agent

JWW/ser

Enclosure

C: Alan Alton, Interim Revenue Manager
Cathy Haralson, Accounting Services Supervisor

G:\Purchasing\Contracts\2008\08-8830 CIS am4.rtn.doc

**PURCHASING
FINANCE DEPARTMENT**
635 First Street • Second Floor, Santa Rosa, CA 95404
Phone: 707-543-3700 • Fax: 707-543-3703
www.srcity.org

**AMENDMENT NO. 4
TO AGREEMENT 08-8830
FOR CUSTOMER INFORMATION SYSTEM SOFTWARE**

This Amendment is made as of April 4th, 2013, between the City of Santa Rosa, a charter city ("CITY"), and N. Harris Computer Corporation ("CONTRACTOR"), a Canadian Corporation.

RECITALS

- A. WHEREAS, CITY and CONTRACTOR, entered into Agreement No. 08-8830, dated August 7, 2008, (the "Original Agreement") for CONTRACTOR to provide customer information system software for the City of Santa Rosa; and
- B. WHEREAS, CITY and CONTRACTOR previously amended the Original Agreement in Amendment Nos. 1, 2 and 3 to add services and travel expenses; and
- C. WHEREAS, CITY and CONTRACTOR now desire to modify the Original Agreement to add services in the amount of \$100,000.
- D. WHEREAS, the parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend Agreement No. 08-8830 dated August 7, 2008, as follows:

1. Scope of Services

Section 1, entitled "Scope of Services" is amended to provide additional services which may include but are not limited to upgrade from software Version 3 to Version 4, construction meter billing, and adding sewer service to recycled water accounts. These services will be performed at the request of CITY, after a firm quote is received from CONTRACTOR and written acceptance provided by CITY. Additional services will be requested at the sole discretion of CITY, no minimum amount of work is guaranteed.

2. Compensation

The parties hereby agree that the compensation under the Original Agreement shall be amended to provide additional compensation for additional services at the same \$150 hourly rate as in the Original Agreement. This hourly rate will remain in effect for at least a one-year period from the date of this Amendment No. 4, after which CONTRACTOR may request a rate increase in writing to CITY, which shall be negotiated between both parties, and if successfully negotiated, confirmed by amendment.

Section 4, "Compensation" paragraph b. is hereby amended to provide for

additional compensation to CONTRACTOR in the amount of One Hundred Thousand Dollars (\$100,000) and to increase the total compensation payable by CITY under the Agreement to an amount not to exceed One Million Five Hundred Sixty-Five Thousand Nine Hundred Sixty Dollars (\$1,565,960).

All other terms of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4, the day and year first above written.

**N. HARRIS COMPUTER
CORPORATION
A Canadian Corporation**

By _____

Name _____

Title _____

(Chairman of the Board, President, Vice-President)

By _____

Name PETER FANOU

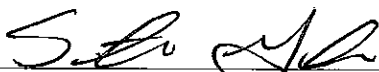
Title _____

(Secretary, Asst. Secretary, Chief Financial Officer, Assistant Treasurer)

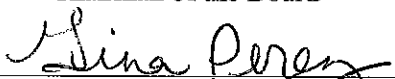
EXECUTIVE VICE PRESIDENT

Taxpayer ID # 98-0141520

**CITY OF SANTA ROSA
A Charter City**

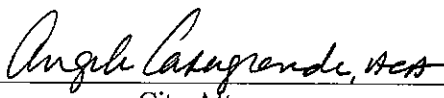
By 

Chairman of the Board

Attest 

Recording Secretary

APPROVED AS TO FORM:

By 

City Attorney

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER 08-8830
WITH N HARRIS CORPORATION**

This Fifth Amendment to Agreement number 08-8830, dated August 7, 2008 ("Agreement") is made as of this _____ day of _____, 2016, 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 an Agreement No. 08-8830, dated August 7, 2008, (the Original Agreement") for Harris to provide a customer service information system for the City of Santa Rosa.
- B. City and Harris previously amended the Agreement in Amendment Nos. 1, 2, 3 and 4 to add services and travel expenses.
- C. City and Harris now desire to amend the Agreement for the purpose of reflecting additional funds required to pay for support and maintenance for years 7 to 10 of the original agreement; extending support and maintenance for an additional 10 years and adding a module to the customer information system ("Water Conservation Module").
- D. The parties have negotiated upon the terms pursuant to which Harris will provide such services.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit B to the Agreement is supplemented by Exhibit B-1 to this Amendment.

2. Section 4. Compensation

Section 4(b) is to be supplemented to increase the compensation payable to Harris under the Agreement by \$61,250.00 for the Water Conservation Module and \$957,073.00 for an additional 10 years of support and maintenance. Section 4(b) is also being updated to reflect the amount of \$289,417.00 required by the original agreement for support and maintenance for years 7 through 10 to read as follows:

- a. Section 4(b) is replaced in it's entirety to read as follows:

COMPENSATION

Paragraph 4(b) is hereby amended to provide additional compensation to Contractor in the amount of One Million Eighteen Thousand Three Hundred Twenty Three dollars and zero cents

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(\$1,018,323.00) and increase the total compensation payable by CITY under the Agreement to an amount not to exceed Two Million Eight Hundred Seventy One Thousand Eight Hundred Ten Dollars and zero cents. (\$2,871,810.00)

- a. As compensation for all services of CONTRACTOR in the performance of this Agreement, CITY shall pay CONTRACTOR as described in the Software License Agreement at Exhibit C.
- b. Compensation to be paid hereunder for completion of all tasks set forth in this Agreement, is comprised of the following:

\$874,000	Software Licenses, planning, installation, implementation, training (Schedule C of Exhibit C)
\$71,850	Estimated Expenses (travel, photocopying, etc., for implementation period)
\$82,450	Change Orders as described in Amendment Number 1
\$15,000	Additional Services as described in Amendment Number 2
\$100,000	Additional Services as described in Amendment Number 3
\$100,000	Additional Services as described in Amendment Number 4
\$62,150	Additional Services as described in Amendment Number 5
\$66,250	Year 1-2 (2008 & 2009) Annual Support and Maintenance Fees
\$63,000	Year 3 (2010) Annual Support and Maintenance Fees
\$63,000	Year 4 (2011) Annual Support and Maintenance Fees
\$63,000	Year 5 (2012) Annual Support and Maintenance Fees
\$65,520	Year 6 (2013) Annual Support and Maintenance Fees
\$68,140	Year 7 (2014) Annual Support and Maintenance Fees
\$70,866	Year 8 (2015) Annual Support and Maintenance Fees
\$73,710	Year 9 (2016) Annual Support and Maintenance Fees
\$76,701	Year 10 (2017) Annual Support and Maintenance Fees
\$79,716	Year 11 (2018) Annual Support and Maintenance Fees
\$ 82,904	Year 12 (2019) Annual Support and Maintenance Fees
\$ 86,220	Year 13 (2020) Annual Support and Maintenance Fees
\$ 89,669	Year 14 (2021) Annual Support and Maintenance Fees
\$ 93,256	Year 15 (2022) Annual Support and Maintenance Fees
\$ 96,986	Year 16 (2023) Annual Support and Maintenance Fees
\$100,866	Year 17 (2024) Annual Support and Maintenance Fees
\$104,900	Year 18 (2025) Annual Support and Maintenance Fees
\$109,096	Year 19 (2026) Annual Support and Maintenance Fees
\$113,460	Year 20 (2027) Annual Support and Maintenance Fees

Total \$2,871,810.00

*First maintenance payment is due at Software Installation, as described in the License and Maintenance Agreement, and then on each anniversary thereafter.

- c. The City Director of Finance is authorized to pay all proper claims from Charge Number 50307, 55495 and 70670.

3. Exhibit C, Schedule D, Section 3. Term

Schedule D, Section 3. To be supplemented with the following:

"Harris shall complete all the required services and tasks associated with this amendment and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2028."

4. Section 12 Attachment One. Insurance Requirements

Attachment One shall be replaced in its entirety with Attachment One – A.

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

Executed as of the day and year first above stated.

HARRIS:

Name of Firm: N Harris Corporation

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

Attachment: Exhibit B-1 - Scope of Services Water Conservation Module
Attachment One-A – Insurance Requirements

**SIXTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER 08-8830
WITH N. HARRIS CORPORATION**

This Sixth Amendment to Agreement number 08-8830, dated August 7, 2008 ("Agreement") is made as of this _____ day of _____, 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 an Agreement No. 08-8830, dated August 7, 2008, (the Original Agreement") for Harris to provide a customer service information system for the City of Santa Rosa.
- B. City and Harris previously amended the Agreement in Amendment Nos. 1, 2, 3, 4 and 5 to add, support and maintenance, services and travel expenses.
- C. City and Harris now desire to amend the Agreement for the purpose of adding additional services for assistance with software integration between a meter data management system, MeterSense, to be used with the Advanced Metering Infrastructure Project and the billing software, associated with this agreement.
- D. The parties have negotiated upon the terms pursuant to which Harris will provide such services.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit B to the Agreement is supplemented by Exhibit B-2 and B-3 to this Amendment. Harris shall complete all the required services and tasks associated with this amendment no later than November 30, 2017.

2. Section 4. Compensation

Section 4(b) is to be supplemented to increase the compensation payable to Harris under the Agreement by \$5,600.00 for the additional statements of work set forth in Exhibits B-2 and B-3.

Total compensation payable by CITY under the Agreement shall not to exceed Two Million Eight Hundred Seventy Seven Thousand Four Hundred Ten Dollars and zero cents. (\$2,877,410.00)

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

Executed as of the day and year first above stated.

HARRIS:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: N. Harris Corporation

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

By: _____

APPROVED AS TO FORM:

Print Name: _____

Title: _____

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

Attachment: Exhibit B-2 – Scope of Work – Onsite Visit
Exhibit B-3 – Scope of Work – After Hours Technical Support

**SEVENTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER 00-8830A
WITH N. HARRIS CORPORATION**

This Seventh Amendment to Agreement number 00-8830A, dated August 7, 2008 ("Agreement") is made as of this 10th day of June, 2021, 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 an Agreement No. 00-8830A, dated August 7, 2008, (the Original Agreement") for Harris to provide a customer service information system for the City of Santa Rosa.
- B. City and Harris previously amended the Agreement in Amendment Nos. 1, 2, 3, 4, 5 and 6 to add, support and maintenance, services, and travel expenses.
- C. City and Harris now desire to amend the Agreement for the purpose of adding additional services for the creation of import interfaces which will load data from our in-field audit templates into the Water Conservation Module in CIS. Harris will also provide the necessary functional documentation and data mapping of the entire Water Conservation Module.
- D. The parties have negotiated upon the terms pursuant to which Harris will provide such services.

AMENDMENT

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

1. Statement of Work

Exhibit B to the Agreement is Supplemented with Exhibit B-4 and B-5 to this Amendment.

2. Section 4. Compensation

Section 4(b) is to be supplemented to increase the compensation payable to Harris under the agreement by \$28,350 for the additional statement of work set forth in Exhibit B-4 and B-5.

Total compensation payable by City under the Agreement shall not exceed Two Million, Nine Hundred and Fifteen Thousand, Seven Hundred and Sixty Dollars (\$2,915,760.00).

3. Section 22. Counterparts and Electronic Signatures. Section 22 (Counterparts and Electronic Signatures) is added to the Agreement after Section 21 (Authority; Signatures Required for Corporations) as follows:

Page 1 of 3

"Section 22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature."

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

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

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: Sue Martin

Print Name: Sue Martin

Title: VP Professional Services

By: Jim Simak
Jim Simak (May 25, 2021 12:44 EDT)

Print Name: Jim Simak

Title: SEVP, Harris Utilities

City of Santa Rosa Business Tax Cert. No.

6517515

Attachments: Exhibit B-4 – Statement of work
Exhibit B-5 – Compensation table



By: _____

Print Name: Jason Nutt

Title: Assistant City Manager

APPROVED AS TO FORM:



Jessica Mullan (Jun 9, 2021 12:08 PDT)

Office of the City Attorney

ADVANCED

UTILITY SYSTEMS

Quote

Client	City of Santa Rosa	Client Contact	Kathy Fisher
Quote Effective Date	February 01, 2021	Prepared By	Tanuja Kancherla
Reference Number	AT44412	Client PO	
Description	Statement of Work (SOW): Import Interfaces for Water Conservation Module		

Estimated Cost

The costs related to successfully completing this SOW is estimated to be \$28,350.00 USD. The time required to successfully complete the SOW is estimated at 135 hours, charged at a rate of \$210.00 per hour.

Client Request

City of Santa Rosa is requesting a statement of work from Advanced Utility Systems (Advanced) to assist in creating 2 import interfaces for their Water Conservation module in CIS for Indoor, Outdoor and Commercial audits and provide functional documentation and data mapping.

Proposed Solution

The services to be provided under this SOW are as follows:

- Create 2 new Import Interfaces in CIS V4 for Water Conservation Module for importing the customer/account data based on the Account # for Indoor, Commercial and Outdoor audits
- The import files will be in the .txt format
- The following fields will be imported into CIS for the Indoor/Outdoor Audit file:
 - Meter #
 - Account #
 - Audit Date
 - GW Rebate Amount
 - Avg Gal
 - Rebate
 - Indoor Notes
 - Total Efficient Aerators
 - Indoor Total Aerators
 - Total Efficient Washers
 - Total Washers
 - Total HET
 - Total High Flow toilets
 - Non-Eff Aerator
 - Non-Eff Showerheads
 - Non-Eff Washers

- Indoor Total Toilets
 - Total Ulft
 - RP Number
 - RP Rebate
 - Cash for Grass Rebate Amount
 - Drip Retrofit Rebate – IER Data
 - Gallons installed
 - Rainwater Rebate
 - Nozzle Rebate – IER Data
 - IER Rebate Amount
 - Max RR Gal
 - Outdoor Notes
 - Pressure Reg – IER Data
 - Smart Rebate – IER Data
 - SQ Prior
 - SQ Removed
- The following fields will be imported for the Commercial import
 - Meter #
 - Account #
 - Audit Date
 - Notes
 - Total efficient Aerators
 - Total Aerator
 - Total Efficient Shower Heads
 - Total Efficiency Washers
 - Total High Efficiency Toilets
 - Total Efficiency High Flow
 - Total Non-Efficient Aerators
 - Total Non-Efficient Shower Heads
 - Total Non-Efficient Washers
 - Total Ultra Low Flow Toilets
 - TotWash
 - Total High Efficiency Urinals
 - Total High Flow Urinals
- All “PRE” program codes will create the corresponding WUE program in CIS and the workflow steps already configured for that particular program will automatically create.
- All “REB” program codes will mark the audit completed.
- Resources will be added to the applicable account and program if they are present in the import.
- Rebates will be added to the applicable account and program if they are present in the import

- The WUE programs in the .txt files, along with the notes and resources, will be added to the applicable account numbers provided in the file based on the mapping below
- **WUE Program Description in CIS – Cash for Grass SFR**
 - Program Code in CIS – GRNE
 - Workflow Steps in CIS - Pre Inspection – PR, Process Rebate – RB
 - WUE Program code in File to be Imported – CFGPRE, CFGREB
 - CIS Process Actions
 - CFGPRE -> Creates application, creates the work flow, adds resources
 - CFGREB -> Completes application (with rebate amount and marks complete) and adds resources
 - Resources to be updated in CIS (if provided in the import)
 - SQFT – Square Foot Turf (prior/removed)
 - Resources in Imports
 - OutdSQPrior
 - OutSQ Removed
- **WUE Program Description in CIS – Checkup Indoor CII**
 - Program Code in CIS – CUI
 - Workflow Steps in CIS - Scheduled Site Visit -SC, Complete Report - CR
 - WUE Program code in File to be Imported – CII
 - CIS Process Actions
 - Adds completed application, creates workflow. Adds resources
 - Resources to be updated in CIS (if provided in the import)
 - AER - Aerator (efficient / non-efficient)
 - SHW - Showerhead (efficient/ non-efficient)
 - CLT - Clothes Washer (efficient/ non-efficient)
 - TLT - Toilet (high flow/ highly efficient toilet/ ultra-low flow)
 - URNL – Urinal
 - SB - SB407
 - Resources in Imports
 - TOTEAERATR, SB407
 - TOTESH
 - TOTEWASH
 - TOTHET
 - TOTHIGHFL
 - TOTNEAERTR
 - TOTNESH
 - TOTNEWASH
 - TOTTOILET
 - TOTULFT
- **WUE Program Description in CIS – Checkup Indoor MFR**
 - Program Code in CIS – CUI

- Workflow Steps in CIS - Scheduled Site Visit -SC, Complete Report - CR
- WUE Program code in File to be Imported – MFR
- CIS Process Actions
 - Adds completed application, creates workflow. Adds resources
- Resources to be updated in CIS (if provided in the import)
 - AER - Aerator (efficient / non-efficient)
 - SHW - Showerhead (efficient/ non-efficient)
 - CLT - Clothes Washer (efficient/ non-efficient)
 - TLT - Toilet (high flow/ highly efficient toilet/ ultra-low flow/
 - SB - SB407
- Resources in Imports
 - TOTEAERATR, SB407
 - TOTESH
 - TOTEWASH
 - TOTHET
 - TOTHIGHFL
 - TOTNEAERTR
 - TOTNESH
 - TOTNEWASH
 - TOTTOILET
 - TOTULFT
- **WUE Program Description in CIS – Checkup Indoor SFR**
 - Program Code in CIS – CUI
 - Workflow Steps in CIS - Scheduled Site Visit -SC, Complete Report - CR
 - WUE Program code in File to be Imported – WES
 - CIS Process Actions
 - Adds completed application, creates workflow. Adds resources
 - Resources to be updated in CIS (if provided in the import)
 - AER - Aerator (efficient / non-efficient)
 - SHW - Showerhead (efficient/ non-efficient)
 - CLT - Clothes Washer (efficient/ non-efficient)
 - TLT - Toilet (high flow/ highly efficient toilet/ ultra-low flow/
 - SB - SB407
 - Resources in Imports
 - TOTEAERATR
 - TOTESH
 - TOTEWASH
 - TOTHET
 - TOTHIGHFL
 - TOTNEAERTR
 - TOTNESH
 - TOTNEWASH
 - TOTTOILET

- TOTULFT
- SB407
- **WUE Program Description in CIS – Checkup Outdoor MFR**
 - Program Code in CIS – CHO
 - Workflow Steps in CIS - Scheduled Site Visit -SC, Complete Report - CR
 - WUE Program code in File to be Imported – WES
 - CIS Process Actions
 - Adds completed application, creates workflow
 - Resources to be updated in CIS (if provided in the import)
 - None
 - Resources in Imports
 - None
- **WUE Program Description in CIS – Checkup Outdoor SFR**
 - Program Code in CIS – CHO
 - Workflow Steps in CIS - Scheduled Site Visit -SC, Complete Report - CR
 - WUE Program code in File to be Imported – WES
 - CIS Process Actions
 - Adds completed application, creates workflow
 - Resources to be updated in CIS (if provided in the import)
 - None
 - Resources in Imports
 - None
- **WUE Program Description in CIS – Clothes washer Residential**
 - Program Code in CIS – CLT
 - Workflow Steps in CIS - Process Application – PA, Process Rebate - RB
 - WUE Program code in File to be Imported – WASHREB
 - CIS Process Actions
 - Adds completed application, creates workflow, adds rebate amount and adds resource
 - Resources to be updated in CIS (if provided in the import)
 - CLT - Clothes Washer (installed)
 - Resources in Imports
 - TOTWASHINSTLD
- **WUE Program Description in CIS – Greywater Laundry**
 - Program Code in CIS – GREY
 - Workflow Steps in CIS - Pre-Inspection – PR, Process Rebate - RB
 - WUE Program code in File to be Imported – GWPRE, GWREB
 - CIS Process Actions
 - GWPRE - Creates the application program, creates workflow
 - GWREB - Changes status to completed, changes workflow and adds resources
 - Resources to be updated in CIS (if provided in the import)
 - GREY - Greywater System (Greywater average gallons)

- GALW - Gallons of Water
 - Resources in Imports
 - GWAVGGAL
- **WUE Program Description in CIS – Irrigation Audit**
 - Program Code in CIS – IRR
 - Workflow Steps in CIS -
 - WUE Program code in File to be Imported – IRR
 - CIS Process Actions
 - Adds completed application, creates workflow
 - Resources to be updated in CIS (if provided in the import)
 - None
 - Resources in Imports
 - None
- **WUE Program Description in CIS – Irrigation Upgrade SFR**
 - Program Code in CIS – GRNE
 - Workflow Steps in CIS - Pre Inspection – PR, Process Rebate - RB
 - WUE Program code in File to be Imported – IERPRE, IERREB
 - CIS Process Actions
 - IERPRE -> Creates program, adds workflow
 - IERREB-> completes program and adds Rebate amount and resources in Applications, changes workflow
 - Resources to be updated in CIS (if provided in the import)
 - IRRE - Irrigation Equipment
 - PRRD - Pressure Reducer
 - RASN - Rain Sensor
 - SIRT - Smart Irrigation Timer
 - SQFT - Square Foot
 - VAVL – Valve
 - Resources in Imports
 - OutdPressureReg
 - OutdDRipRetrofitRebate (new Resource)
 - RainSensor
 - HENOZZLEREB (new Resource)
 - SmartTimer
 - OutdIrrigUpgrade (goes into Application box – not in Resource box)
- **WUE Program Description in CIS – Rainwater Harvesting**
 - Program Code in CIS – RWH
 - Workflow Steps in CIS - Pre-Inspection – PR, Process Rebate - RB
 - WUE Program code in File to be Imported – RWPRES, RWREB
 - CIS Process Actions
 - RWPRES -> Creates program, adds resources, adds workflow
 - RWREB -> completes program and adds Rebate amount and resources in Applications, changes workflow

- Resources to be updated in CIS (if provided in the import)
 - RAIN - Rain Storage (gallons installed/ max roof gallons)
- Resources in Imports
 - MAXRRGAL
 - GALINSTLD
- **WUE Program Description in CIS – Recirculating Hot Water Pump**
 - Program Code in CIS – RHWP
 - Workflow Steps in CIS - Pre-Inspection – PR, Process Rebate - RB
 - WUE Program code in File to be Imported
 - RECIRC (for gap data only)
 - RECIRCPRE
 - RECIRCRES
 - Process Actions
 - RECIRC-> Creates program, adds resources if there are any, then completes program if rebate amount exists. If no rebate amount, acts as "RECIRCPRE"
 - RECIRCPRE-> Creates program, creates workflow
 - RECIRCRES-> Completes program, adds rebate amount, adds resources, and changes workflow
 - Resources to be updated in CIS (if provided in the import)
 - HOT - Recirculating Hot Water Pump
 - Resources in Imports
 - INDRPNUMBER
- All "PRE" audit types will import with a status of in progress
- All "REBATE" audit types will overwrite the existing "PRE" audit types and change the status to "COMPLETE"
- Create functional documentation and a data mapping document for the current project

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- Files will be sorted by audit types with the "PRE" listed before the "REBATE" rows
- Import files will have the same headers in the same order
- In the event additional hours are required to effectively complete this SOW, a request will be made for the amount of hours needed
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Santa Rosa will be responsible for all costs associated with reconfiguring the system

Payment Terms

This SOW will be invoiced by the following milestones:

Milestone Payment (MP)	Amount
------------------------	--------

MP1: 50% of the cost upon signing this SOW	\$ 14,175.00
MP2: 30% of the cost upon configuration of Interfaces on one Test environment	\$ 8,505.00
MP3: 20% of the cost upon configuration of Interfaces on one Production environment	\$ 5,670.00
Total	\$28,350.00

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Santa Rosa systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Santa Rosa's CIS needs. All development work completed by Advanced will be communicated, in advance, to Santa Rosa's Project Manager so that Santa Rosa's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Santa Rosa and are not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$70 per weekday and \$125 per weekend day or holiday which will be billed to the Client. The meal per diem will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which

includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
2. Advanced Manager (Client Services Team Lead)
3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

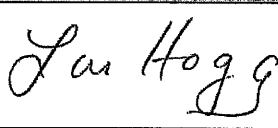
Authorized by City of Santa Rosa:		Authorized by Advanced Utility Systems:	
		 Feb. 01, 2021	
Name	Date	Name	Date

Exhibit B-5
Compensation Schedule

Description	% of payment	Payment
50% of total cost of import interface upon signing the SOW	100%	\$14,175.00
30% of total cost upon configuration of interfaces on one Test environment	100%	\$8,505.00
20% of the total cost upon configuration of interfaces on one Production environment	100%	\$5,670.00
	Total	\$28,350.00

Please Sign - 7th Amendment to PO 008830A (v02)

Final Audit Report

2021-06-08

Created:	2021-05-20
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwE8zj6-1D0PuNb0cVEvBiJ-37pByAlsv

"Please Sign - 7th Amendment to PO 008830A (v02)" History



Document created by Catherine Noceti (cnoceti@srcity.org)

2021-05-20 - 5:12:15 PM GMT- IP address: 12.249.238.210



Document emailed to Sue Martin (smartin@advancedutility.com) for signature

2021-05-20 - 5:14:08 PM GMT



Email viewed by Sue Martin (smartin@advancedutility.com)

2021-05-24 - 4:43:27 PM GMT- IP address: 99.248.94.209



Document e-signed by Sue Martin (smartin@advancedutility.com)

Signature Date: 2021-05-25 - 4:31:16 PM GMT - Time Source: server- IP address: 99.248.94.209



Document emailed to Jim Simak (jsimak@harriscomputer.com) for signature

2021-05-25 - 4:31:18 PM GMT



Email viewed by Jim Simak (jsimak@harriscomputer.com)

2021-05-25 - 4:36:04 PM GMT- IP address: 66.177.20.237



Document e-signed by Jim Simak (jsimak@harriscomputer.com)

Signature Date: 2021-05-25 - 4:44:41 PM GMT - Time Source: server- IP address: 66.177.20.237



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Document signing delegated to Jessica Mullan (jmullan@srcity.org) by Patti Salomon (PSalomon@srcity.org)

2021-06-08 - 3:46:28 PM GMT- IP address: 12.249.238.210



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Adobe Sign

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Signature Date: 2021-06-08 - 4:48:35 PM GMT - Time Source: server- IP address: 12.249.238.210

 Agreement completed.

2021-06-08 - 4:48:35 PM GMT



Adobe Sign

Please resign - Jmullan (prev sig on wrong line)

Final Audit Report

2021-06-09

Created:	2021-06-08
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApbD6elrINzGLWnLPBQRhxdS0Vz_x5V19

"Please resign - Jmullan (prev sig on wrong line)" History

-  Document created by Catherine Noceti (cnoceti@srcity.org)
2021-06-08 - 5:20:23 PM GMT- IP address: 12.249.238.210
-  Document emailed to Patti Salomon (PSalomon@srcity.org) for delegation
2021-06-08 - 5:22:13 PM GMT
-  Document signing delegated to Jessica Mullan (jmullan@srcity.org) by Patti Salomon (PSalomon@srcity.org)
2021-06-09 - 7:08:27 PM GMT- IP address: 12.249.238.210
-  Document emailed to Jessica Mullan (jmullan@srcity.org) for signature
2021-06-09 - 7:08:28 PM GMT
-  Email viewed by Jessica Mullan (jmullan@srcity.org)
2021-06-09 - 7:08:49 PM GMT- IP address: 12.249.238.210
-  Document e-signed by Jessica Mullan (jmullan@srcity.org)
Signature Date: 2021-06-09 - 7:08:56 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Agreement completed.
2021-06-09 - 7:08:56 PM GMT

Signature: *Jennifer Burke*

Email: jburke@srcity.org

Memo Advanced Amendment_v2

Final Audit Report

2021-06-10

Created:	2021-06-10
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABA4VO4_oifyvZlpOSLO-_nbfV5I-nAbvejV

"Memo Advanced Amendment_v2" History

-  Document created by Catherine Noceti (cnoceti@srcity.org)
2021-06-10 - 9:22:43 PM GMT- IP address: 12.249.238.210
-  Document emailed to Jennifer Burke (jburke@srcity.org) for signature
2021-06-10 - 9:23:56 PM GMT
-  Email viewed by Jennifer Burke (jburke@srcity.org)
2021-06-10 - 9:24:43 PM GMT- IP address: 12.249.238.210
-  Document e-signed by Jennifer Burke (jburke@srcity.org)
Signature Date: 2021-06-10 - 9:24:58 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Document emailed to Jason Nutt (jnutt@srcity.org) for signature
2021-06-10 - 9:25:00 PM GMT
-  Email viewed by Jason Nutt (jnutt@srcity.org)
2021-06-10 - 9:39:36 PM GMT- IP address: 12.249.238.210
-  Document e-signed by Jason Nutt (jnutt@srcity.org)
Signature Date: 2021-06-10 - 9:40:28 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Agreement completed.
2021-06-10 - 9:40:28 PM GMT

**EIGHTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER 08-8830
WITH N. HARRIS CORPORATION**

This Eighth Amendment to Agreement number 08-8830, dated August 7, 2008 ("Agreement") is made as of this 8th day of August, 2022, 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 an Agreement No. 08-8830, dated August 7, 2008, (the Original Agreement") for Harris to provide a customer service information system for the City of Santa Rosa.
- B. City and Harris previously amended the Agreement in Amendment Nos. 1, 2, 3, 4, 5, 6 and 7 to add, support and maintenance, services, and travel expenses.
- C. City and Harris now desire a change order to amend the Agreement for the purpose of requiring additional hours as detailed in Amendment 8. This is for the creation of import interfaces which will load data from our in-field audit templates into the Water Conservation Module in CIS. Harris will also provide the necessary functional documentation and data mapping of the entire Water Conservation Module.
- D. The parties have negotiated upon the terms pursuant to which Harris will provide such services.

AMENDMENT

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

1. Statement of Work- Change Order

Exhibit B to the Agreement is Supplemented with Exhibit B-6 and B-7 to this Amendment.

2. Section 4. Compensation

Section 4(b) is to be supplemented to increase the compensation payable to Harris under the agreement by \$6,900 for the additional statement of work set forth in Exhibit B-6 and B-7, such that the total compensation paid by City under the Agreement shall not exceed Two Million, Nine Hundred and Fifteen Thousand, Seven Hundred and Sixty Dollars (\$2,915,760).

///

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

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: N. Harris Computer Corporation

TYPE OF BUSINESS ENTITY (check one):

 Individual/Sole Proprietor

 Partnership

 X
 Corporation

 Limited Liability Company

 Other (please specify:)

Signatures of Authorized Persons:

By: H. Subramaniam
H Subramaniam (Jul 29, 2022 05:54 EDT)

Print Name: H Subramaniam

Title: EVP Advanced Utility System

By: Y. H. Jiwajee

Print Name: Yusuf Jiwajee

Title: Sr. Director, Customer Success

City of Santa Rosa Business Tax Cert. No.

6517515

Attachments: Exhibit B-6 – Change Order
Exhibit B-7 – Compensation table

CITY OF SANTA ROSA

a Municipal Corporation

By: Jennifer Burke

Print Name: Jennifer Burke

Title: Director, Water Department

APPROVED AS TO FORM:

Jessica Mullan
Jessica Mullan (Aug 4, 2022 11:13 PDT)
Office of the City Attorney

Exhibit B-6

City of Santa Rosa

Change Order 1 for Import Interfaces for Water Conservation Module

Date Issued:	March 22nd, 2022
Original SOW:	AT44412
Change Order ID:	CO1
Description:	CO1 for Import Interfaces for Water Conservation

Summary

City of Santa Rosa and Advanced Utility Systems (Advanced) entered into a Statement of Work Agreement (SOW) on May 25th, 2021 for creating 2 Import Interfaces for the Water Conservation module in CIS for Indoor, Outdoor and Commercial audits. In order to complete the original request, additional hours are required.

Change Order Details

As per the original SOW, 135 hours was originally allocated. Since Advanced requires additional time to successfully complete creating the 2 import interfaces an additional 30 hours will be required. The new total is now 165 hours (135 + 30 additional hours).

Services	Additional Hours	Rate	Additional Amount (USD)
Professional Services	30	230	\$ 6,900.00
Sub-Total	30		\$ 6,900.00
Total			\$ 6,900.00

Scope

The services to be provided under this Change Order is as follows:

- Additional hours are required for creating 2 Import Interfaces for the Water Conservation module in CIS for Indoor, Outdoor and Commercial audits
- If additional hours are required to complete the project, then another Change Order will be requested and reviewed

Conditions

All conditions and payment terms stated in the original SOW continues to apply to this Change Order. This Change Order is valid for 30 days from the date this Change Order is issued.

Payment Terms

This CO will be invoiced by the following milestones:

Milestone Payment (MP)	Amount
MP1: 60% upon delivery of the interfaces on one Test application	\$4,140
MP2: 40% upon delivery of the interface on one Production environment	\$2,760
Total	\$6,900

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Authorized by City of Santa Rosa		Authorized by Advanced Utility Systems:	
		Y. H. Jirjee March 22nd, 2022	
Name	Date	Name	Date

Exhibit B-7

Compensation Schedule

Description	% of payment	Payment
60% upon delivery of the interfaces on one test application	60%	\$4,140.00
40% upon delivery of the interfaces on one Production environment	40%	\$2,760.00
	Total	\$6,900.00

Amendment 8 (v02)

Final Audit Report

2022-08-04

Created:	2022-07-21
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtnsBy0ljQg0YQS7fvi2uTBpqsXdMaZNx

"Amendment 8 (v02)" History

-  Document created by Catherine Noceti (cnoceti@srcity.org)
2022-07-21 - 10:25:21 PM GMT
-  Document emailed to hsubramaniam@advancedutility.com for signature
2022-07-21 - 10:31:15 PM GMT
-  Email viewed by hsubramaniam@advancedutility.com
2022-07-21 - 10:40:45 PM GMT
-  Signer hsubramaniam@advancedutility.com entered name at signing as H Subramaniam
2022-07-29 - 9:53:59 AM GMT
-  Document e-signed by H Subramaniam (hsubramaniam@advancedutility.com)
Signature Date: 2022-07-29 - 9:54:00 AM GMT - Time Source: server
-  Document emailed to yjiwajee@advancedutility.com for signature
2022-07-29 - 9:54:02 AM GMT
-  Email viewed by yjiwajee@advancedutility.com
2022-07-29 - 1:01:24 PM GMT
-  Signer yjiwajee@advancedutility.com entered name at signing as Yusuf Jiawjee
2022-07-29 - 1:07:56 PM GMT
-  Document e-signed by Yusuf Jiawjee (yjiwajee@advancedutility.com)
Signature Date: 2022-07-29 - 1:07:57 PM GMT - Time Source: server
-  Document emailed to Patti Salomon (PSalomon@srcity.org) for delegation
2022-07-29 - 1:08:28 PM GMT
-  Document signing delegated to Jessica Mullan (jmullan@srcity.org) by Patti Salomon (PSalomon@srcity.org)
2022-08-04 - 4:38:03 PM GMT



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 Document emailed to Jessica Mullan (jmullan@srcity.org) for signature
2022-08-04 - 4:38:03 PM GMT

 Email viewed by Jessica Mullan (jmullan@srcity.org)
2022-08-04 - 5:38:22 PM GMT

 Document e-signed by Jessica Mullan (jmullan@srcity.org)
Signature Date: 2022-08-04 - 6:13:58 PM GMT - Time Source: server

 Agreement completed.
2022-08-04 - 6:13:58 PM GMT



Adobe Acrobat Sign

Signature: Claire Nordlie
Claire Nordlie (Aug 8, 2022 07:36 PDT)

Email: cnordlie@srcity.org

Please Sign Amend 8 N Harris Memo and Contract

Final Audit Report

2022-08-08

Created:	2022-08-04
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA12JuFMPwMU60FIlr4ny9wP5_X1O_4aQq

"Please Sign Amend 8 N Harris Memo and Contract" History

-  Document created by Catherine Noceti (cnoceti@srcity.org)
2022-08-04 - 10:13:32 PM GMT
-  Document emailed to cnordlie@srcity.org for signature
2022-08-04 - 10:15:03 PM GMT
-  Email viewed by cnordlie@srcity.org
2022-08-08 - 2:35:47 PM GMT
-  Signer cnordlie@srcity.org entered name at signing as Claire Nordlie
2022-08-08 - 2:36:06 PM GMT
-  Document e-signed by Claire Nordlie (cnordlie@srcity.org)
Signature Date: 2022-08-08 - 2:36:08 PM GMT - Time Source: server
-  Document emailed to Jennifer Burke (jburke@srcity.org) for signature
2022-08-08 - 2:36:10 PM GMT
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Signature Date: 2022-08-08 - 5:05:39 PM GMT - Time Source: server
-  Agreement completed.
2022-08-08 - 5:05:39 PM GMT



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