ADVANCED
UTILITY SYSTEMS

Quote

Client	City of Santa Rosa	**Client Contact**	Kimberly Zunino
Quote Effective Date	May 26, 2023	**Prepared By**	May Yang
Reference Number	AT72175	**Client PO**	
Description	Statement of Work (SOW): Water Shortage Rates		

Cost

The cost in successfully completing this SOW is $25,000.00 USD.

Client Request

City of Santa Rosa is encouraging customers to conserve water usage during periods when there is a shortage of water. To do so, City of Santa Rosa would like to implement some changes to existing rates to accommodate rate fluctuations depending on the stages of water shortage.

Water Usage Rates ($/TGAL)		Jul. 1, 2021 Rate	Stage 2 (5%)	Stage 3 (7.5%)	Stage 4 (10%)	Stage 5 (15%)	Stage 6 (25%)	Stage 7 (35%)	Stage 8 (45%)
Single Family and Duplexes (1)									
Tier 1	Up to Sewer Cap	$5.99	$6.29	$6.44	$6.59	$7.28	$7.91	$8.55	$9.18
Tier 2	Over Sewer Cap	$6.79	$7.13	$7.30	$7.47	N/A	N/A	N/A	N/A
Single Family with No Irrigation Needs (Z=Y) (2)									
Consumption	All water use	$5.99	$6.29	$6.44	$6.59	$7.28	$7.91	$8.55	$9.18
Multi-Family, Commercial, Industrial, and Institutional									
Consumption	All water use	$6.33	$6.65	$6.80	$6.96	$7.28	$7.91	$8.55	$9.18
Irrigation (potable water) (3)									
Tier 1	Up to 125% of Water Budget	$6.09	$6.39	$6.55	$6.70	$7.28	$7.91	$8.55	$9.18
Tier 2	Over 125% of Water Budget	$7.54	$7.92	$8.11	$8.29	N/A	N/A	N/A	N/A

Proposed Solution

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

- Create a new billing factor "Shortage Stage" to indicate which stage of water shortage which applies to all customer-accounts (e.g. 1 through 8 where stage 1 is a minor shortage at regular rate)
- Configure Generic Control to determine what amount to set the rate depending on the stage and type of rate by service and in some case Service

Service	Purpose of Use	Bill Codes Affected
Water	Residential	W01, W02, W03, W04, W05, W06, W07, W08 (Tiers 1 and 2)

Water	Multi-Family Residential, Commercial, Industrial, Institutional	WC1, WC2, WC3, WC4, WC5, WC6, WC7, WC8, WC9, WCA, WCB, WCF, WL0
Irrigation	Irrigation	I01, I02, I03, I04, I05, I06, I07, IL0 (Tiers1 and 2)

- Configure a basic multiplier on Water service to represent Water Allocation during drought which are specific to accounts
- Create an import interface to bring in basic multipliers (allocation) for each account
  - ➢ CSV file format
  - ➢ Contains: Account, Service, Multiplier, Multiplier Value, Start Date
- Copy existing rates and use a new formula logic:
  - ➢ Check the drought stage to determine the Tier/consumption rate
  - ➢ Within 150% of allocation:

	Within 150% of Allocation	
Condition	**Penalty Usage**	**Penalty Charge**
Actual Usage ≤ Allocation	0	$0.00
Actual Usage > Allocation and Actual Usage ≤ 1.5 x Allocation	Actual Usage - Allocation	Drought Stage Rate x 1.1 x Penalty Usage (10% increase of Drought Stage Rate)
Actual Usage > Allocation and Actual Usage > 1.5 x Allocation	1.5 x Allocation - Allocation	Drought Stage Rate x 1.1 x Penalty Usage (10% increase of Drought Stage Rate)

  - ➢ Over 150% of allocation:

	Over 150% of Allocation	
Condition	**Usage Penalty**	**Penalty Charge**
Actual Usage ≤ Allocation	0	$0.00
Actual Usage > Allocation and Actual Usage ≤ 1.5 x Allocation	0	$0.00
Actual Usage > Allocation and Actual Usage > 1.5 x Allocation	Actual Usage – Allocation – (1.5 x Allocation – Allocation)	Drought Stage Rate x 1.2 x Penalty Usage (20% increase of Drought Stage Rate)

- Add 2 new rate elements to identify the following during the drought period:
  - ➢ Usage and charge if the consumption is 100% to 150% of the allocation
  - ➢ Usage and charge if the consumption is over 150% of the allocation
- Bill Print will show the above new rate structure
- City of Santa Rosa will:
  - ➢ Provide effective dates for rates in Production
  - ➢ Provide water allocation for the accounts in a CSV file
  - ➢ Provide the additional transaction code(s) to use for the penalty charges
  - ➢ Maintain the Drought Stage (billing factor), rates (Generic Control), and Allocation (basic multiplier on the accounts)

Assumptions

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

- In the event additional hours are required to effectively complete this SOW, a request will be made for the number of hours needed
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, City of 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: Upon Signed SOW	$7,500.00
MP2: Upon delivery of the configuration on one Test application	$12,500.00
MP3: Upon delivery of the configuration on one Production environment	$5,000.00
Total	$25,000.00

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 City of Santa Rosa's systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet City of Santa Rosa's CIS needs. All development work completed by Advanced will be communicated, in advance, to City of Santa Rosa's Project Manager so that City of 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 City of Santa Rosa and are not in scopes

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 and mileage charges will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, and fuel) 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.

Limitation of Liability

THE LIABILITY OF ADVANCED (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY INDEMNITY OBLIGATION) FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY THE CITY TO ADVANCED PURSUANT TO THIS SOW.

IN ADDITION TO THE FOREGOING, ADVANCED SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF ADVANCED HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THESE LIMITATIONS SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined
- Additional work will require a Change Order

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. Jinjee	May. 26, 2023
Name	**Date**	**Name**	**Date**