



# SAINT PAUL REGIONAL WATER SERVICES AGREEMENT

**Purchaser (Referred to as “The Board”)**

Board of Water Commissioners  
of the City of Saint Paul  
1900 Rice Street  
Saint Paul, MN 55113  
Phone: 651-266-6530

**CONTRACTOR**

N. Harris Computer Corp DBA Advanced Utility  
Systems  
8133 Warden Ave  
Suite 700  
Markham, ON L6G 1B3

Contract No:

Effective Date: April 1, 2025

Expiration Date: Mar 31, 2030

Contract Description: PSA-SPRWS-MASTER CONTRACTED SERVICES

**Contacts**

Buyer Contact Information:

Queenie Tran - Queenie.Tran@ci.stpaul.mn.us

City Project Manager Contact Information:

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Contractor Project Manager Contact Information:

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416-496-0149 ext. 888315

**CONTRACT LINES**

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	PROFESSIONAL SERVICES		

# **Board of Water Commissioners of Saint Paul**

## **Terms and Conditions**

### **Professional Services Agreement (PSA)**

This “**Agreement**,” made and entered into on the effective date contained herein by and between the Board of Water Commissioners of the City of Saint Paul, hereinafter referred to as “The Board,” d/b/a Saint Paul Regional Water Services ("SPRWS") and the above-named Contractor, hereinafter referred to as “Contractor.” The Board and the Contractor are each a “**Party**” and collectively the “**Parties**.” References to the “**City**” shall mean the City of Saint Paul. The Board and Contractor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

#### **Section 1. Time For Completion.**

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the “**Work**”) articulated in each statement of work (SOW), which will be created under the terms and conditions of this Agreement. The services rendered by Contractor will commence upon execution of the SOW and with the specific prior agreement of the Board or its designated representative to proceed. The Work will be completed in reasonable accordance with the written schedule mutually agreed upon with the Board. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement or in a writing signed by both parties will be honored by the Board.

In the event that there are delays caused by actions of the Board or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the Board’s discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

#### **Section 2. Project Management.**

The Board requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Notwithstanding the foregoing, Contractor may replace said person(s) upon written notice (email okay) to the Board and reasonable cause, provided that Contractor provides reasonable notice to the Board and considers Board’s reasonable objections to any such change. Failure to so notify is grounds for the Board to terminate this agreement in accordance with Section 15.

The Board has designated the individual on Page 1, as the Board's Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement will be addressed. The Project Manager will have the authority to transmit instructions, receive information, and interpret and define the Board’s policy and decisions pertinent to the work covered by this Agreement.

#### **Section 3. Billings and Payment.**

The amounts articulated herein will fully compensate Contractor for all Work and associated costs. The Board will not honor any claim for services and/or costs that the Contractor has not specifically provided for in this Agreement. Notwithstanding anything to the contrary in this Agreement, total costs for the

Work must not exceed the amount referenced herein unless so agreed in a written amendment signed and duly authorized by both parties.

Contractor must submit an itemized invoice monthly or after Work is complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the Board and/or the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425, or as the same may be amended, supplemented or superseded. Contested invoices will not be paid until the billing issue is resolved to the Board's satisfaction, and the Board and/or City will have thirty-five (35) days from that date to make payment.

It is specifically understood that this not-to-exceed amount does not include any revenue calculated and/or generated based on customer transactions through a payment gateway.

#### **Section 4. Board Responsibilities**

The Board agrees to provide Contractor with access to any information from Board documents, staff, and other sources under the control of the Board needed by Contractor to complete the work and/or Services to the extent permitted by law. Upon the request of the Board, the Contractor agrees to sign any Confidentiality or Non-Disclosure Agreement that the Board reasonably requires before releasing any information that is deemed confidential or private pursuant to Chapter 13, Minnesota Government Data Practice Act.

#### **Section 5. Amendment or Changes to Agreement.**

Board or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the Board. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties. Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

#### **Section 6. Notices.**

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses listed on page one (1) of this Agreement.

#### **Section 7. Survival of Obligations.**

The respective obligations of the Board and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the

Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

## **Section 8. Records, Dissemination of Information.**

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

**“Business Records”** means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

A. It is specifically understood that Contractor’s Software is licensed, not sold, and that no ownership of deliverables or Work Product will vest in the Board without express agreement between the parties in a Statement of Work or otherwise. For any and all such Work Products and Supporting Documentation that are expressly agreed in a writing to be vested in the Board, these must be delivered to the Board and will become the property of the Board after final payment is made to the Contractor with no right, title, or interest in said Work Products or Supporting Documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not Work-specific deliverables, as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the Board or any third party.

B. The Contractor agrees that, except as required by law, it will not release, transmit, or otherwise disseminate information associated with or generated as a result of the Work performed under this Agreement without prior knowledge and written consent of the Board.

C. In the event of termination, all Work Product which the parties have agreed in a signed writing to vest in the Board, finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must be delivered to the Board by Contractor by the termination date without further obligation of the Board to Contractor except for payment of amounts due and owing for Work performed and costs incurred as of the date and time of termination.

D. The Contractor must maintain all Business Records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Board, appropriate federal agency or agencies, the Auditor of the State of Minnesota, or other duly authorized representative. Any such audits will occur during normal business hours and, unless required by law, will occur no more than once in any calendar year.

E. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat. §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City and the Board, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennesen warnings.

## **Section 9. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications.**

### **A. Requirements**

Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. By signing this Agreement, Contractor agrees to abide by these requirements for contracts issued in the name of the Board.

### **B. Specifications**

When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

## **Section 10. Affirmative Action Plan.**

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code § 183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 dollar registration fee. This requirement also applies to contracts issued in the name of the Board of Water Commissioners of Saint Paul. By signing this Agreement, Contractor agrees to abide by these requirements for contracts issued in the name of the Board.

## **Section 11. Compliance with Applicable Law.**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor must at Contractor's expense apply for and obtain all permits and/or licenses required and keep such in force during Contractor's performance of this Agreement.

## **Section 12. Conflict of Interest.**

Contractor's acceptance of this Agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the Contractor, it will immediately notify the Procurement Manager (or equivalent) of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement. Contractor agrees to be bound by these requirements for contracts issued in the name of the Board.

### **Section 13. Hold Harmless and Limitation of Liability**

A. Contractor will bear all losses, expenses (including attorney's fees) and damages resulting from any negligent act or omission by the Contractor, or any person employed by Contractor in carrying out the terms of this Agreement. The Contractor will defend, indemnify, and hold harmless, to the extent allowed by law, the City and the Board and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's insurance coverage, resulting from any negligent act or omission by the Contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City or the Board of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement

B. Limitation of Liability. The Contractor and the City and Board recognize that circumstances may arise entitling the City and/or Board to damages for breach or other fault on the part of Contractor arising from this Agreement. The parties agree that in all such circumstances the City's and/or the Board's remedies and Contractor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, THE PARTIES AGREE THAT CONTRACTOR'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE VALUE OF PROFESSIONAL SERVICES AS SET FORTH IN THE APPLICABLE STATEMENT OF WORK.

### **Section 14. Assignment.**

The Board and Contractor each binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement; and neither the Board nor the Contractor will assign or transfer its interest in this Agreement without the written consent of the other.

### **Section 15. Termination.**

A. With Cause.

The Board reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement if any material breach of this Agreement is not cured pursuant to written notice thereof. If the Board exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured (which shall be no later than forty-five (35) days from notice thereof.

B. In the Event of Termination.

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to said termination. In the event of termination, the Board will pay Contractor for all Work, Services and/or products, received by the Board up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement. Prior to the Board rendering final payment for service, to the

extent that any Work Products or deliverables have been agreed in writing to be delivered to the Board,

the Contractor must deliver all work products and supporting documentation developed up to the time of termination.

## **Section 16. Interpretation of Agreement, Venue, Conflicts, Warranty.**

### **A. Interpretation of Agreement and Venue.**

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

### **B. Conflicts.**

If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

### **C. Warranty**

Any ambiguities related to the terms and conditions shall not be construed against either party. Contractor warrants that services performed pursuant to this Agreement will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

### **D. Exclusions to Warranty**

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY

## **Section 17. Independent Contractor.**

It is agreed by the Parties, that at all times and for all purposes related to the solicitation and performance of this Agreement, the relationship of the Contractor to the City and the Board is that of independent contractor and not that of employee. No statement contained in the specifications, or this resulting Agreement will be construed so as to find the Contractor an employee of the City or the Board, and Contractor is entitled to none of the rights, privileges, or benefits of City or Board employees.

## **Section 18. Waiver.**

Lack of enforcement by either party of any breach of this Agreement does not constitute a waiver of that party's right to enforce any subsequent breach or default.

## **Section 19. Subcontracting.**

### **A. Written Approval Required.**

The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the Board/SPRWS. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City and/or the Board for undisputed services provided by the subcontractors, and the Contractor must comply with all other provisions of that statute. Excluded from the definition of "Subcontractor" is any hosting providers used by either Contractor.



#### **B. Subcontractor Agreements.**

The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

#### **C. Subcontractor Payment.**

Prime contractors are required to pay any subcontractor pursuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

### **Section 20. Force Majeure.**

Neither the Board, nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

### **Section 21. Entire Agreement.**

Specifications and other solicitation materials specifically referenced and incorporated into this Agreement and these General Terms and Conditions constitute the entire Agreement between the parties and supersede all prior oral or written negotiations.

### **Section 22. Insurance.**

#### **A. Contractors**

Contractors must carry insurance of the kind and in the amounts shown below during the term of this Agreement and any extension periods. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds, and the Board of Water Commissioners of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operations endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

#### **B. Subcontractors or Independent Contractors.**

If the City or the Board gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City or the Board, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type

because their contractual relationship with the City or the Board is of that of a subcontractor or independent contractor, not a City or Board employee.

C. Insurance Limits.

1. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Errors and Omissions

\$1,000,000 per occurrence

\$1,000,000 aggregate

2. Automobile Insurance.

a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage must include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, neither the City nor the Board is required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City and the Board with Endorsements from the insurance company.

Bodily Injury

\$30,000 per person

\$60,000 per accident

Property Damage

\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City and the Board with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit 1 - Scope of Work pursuant to this Agreement, the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident

\$500,000 per employee;

\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City and the Board with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per occurrence  
\$1,000,000 aggregate

5. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:

a. Pollution Liability / Hazardous Waste.

\$1,000,000 per occurrence  
\$1,000,000 aggregate

b. Builder's Risk Insurance. Required for the cost of the project.

c. Fireworks Insurance. Required in the amount of \$5,000,000 minimum when fireworks will be used at an event to be held on City property.

d. Liquor Liability Insurance. Required when liquor will be served at an event. Limits are dependent on the size of the event, but must not be less than:

\$1,000,000 per occurrence  
\$1,000,000 aggregate

#### D. General Insurance Requirements

1. All policies must be written on an occurrence basis or as acceptable to the City and the Board. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the project is approved, and the Project Manager has issued a notice to proceed. Contractor must carry valid insurance for the duration of the original Agreement and any extension periods.

3. Nothing precludes the City or the Board from reasonably requesting Contractor to purchase and provide evidence of (in the form of a COI) additional insurance if the scope of services requires changes, if the amount of the Agreement is significantly increased, or if the exposure to the City, the Board, or Saint Paul residents is deemed to have increased.

4. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

### Section 23. Counterparts.

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

### Section 24. Electronic Signatures.

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof,

“electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

## **Section 25. Additional Terms and Conditions Incorporated by Reference, City/Board Terms and Conditions Supreme.**

The City or the Board may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in this Agreement, the more restrictive provision will control. Notwithstanding the foregoing, the City/Board Terms and Conditions and the included attachments supersede Contractor proposals or attachments.

## **Section 26. Exhibits.**

As so referenced in these terms and conditions, the Exhibits, will be applicable to every SOW that will be executed under this agreement. Project specific specifications and related documents will be specified for each future SOW submitted under this Agreement’s terms and conditions, and all obligations and duties articulated, and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit 1:        Scope of Work.

# **EXHIBIT 1**

## **Scope of Work**

### **I. Project Description and Purpose:**

From time to time, SPRWS desires to implement third-party software upgrades, add-ons, enhancements, and fixes where such software enhancements might create efficiencies and/or improve customer service options. Implementation typically requires professional services such as software enhancement, configuration, data conversion, interfaces, administrative and user training, and testing support. The purpose of this master agreement is to secure services from the Contractor requested by the Board as detailed in "schedules" which become addendums to the agreement. The Board and Contractor have agreed to dedicate, budget, and allocate an amount for future professional services to be agreed upon between the parties based upon submitted Statements of Work (SOWs) entered into between them that shall be detailed as "schedules" during the term of this Agreement. The agreed upon amount of funds to be dedicated shall not exceed \$170,000 (hereinafter, "Pool" of available funds). No amounts will be due and payable from the Pool of funds unless and until services have been agreed upon in a schedule, delivered, and then invoiced pursuant to its terms. Any and all such schedules shall, except as otherwise expressly set forth in said schedule(s), be pursuant to the terms and conditions of this Agreement. The amounts will be due and payable for each schedule.

It is specifically understood that each schedule must include:

### **I. Statement of Work**

This Statement of Work (SOW) outlines the scope, deliverables, timeline, and responsibilities for the enhancement requested, including the development of new interfaces and integrations with third-party systems.

### **II. Deliverables (as needed)**

1. Requirements Documentation
2. Final design
3. Timeline
4. Test Plans and Test Results
5. Final Deployment and Handover
6. User Training Materials and Documentation

### **III. Roles and Responsibilities**

#### **Client Responsibilities**

- Provide access to current system documentation and resources.
- Review and approve deliverables within agreed timelines.
- Allocate necessary resources for UAT and feedback.

#### **Service Provider Responsibilities**

- Assign qualified personnel for project execution.
- Ensure timely delivery of agreed milestones and deliverables.
- Maintain transparent communication and provide regular status updates.
- Address any technical issues during the project lifecycle.

#### **IV. Acceptance Criteria**

The project will be considered complete when:

- All deliverables have been reviewed and approved by the client.
- UAT has been successfully completed, with all critical issues resolved.
- Documentation and training materials are delivered to the client (as needed).

#### **III. Compensation Terms**

When work is required, a scope and fee will be provided by the Contractor as required.

All invoicing is subject to Section 3 of the City's General Terms and Conditions unless otherwise stated.

- A cost estimate for the work that includes lump sum and/or hourly rates where appropriate and not-to exceed amount.
- A payment schedule based on milestone deliverables.
- No amounts will be due and payable from the Pool of funds unless and until services have been agreed upon in a schedule, delivered, and then invoices pursuant to its terms.
- No guarantee is made that all funds allocated in the Pool will be and remain the property of The Board.