



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: Jan 1, 2025

Expiration Date: December 31, 2029

Contract Description: PSA-SPRWS-STANDARD SUPPORT AND MAINTENANCE AGREEMENT

Contacts

Buyer Contact Information:

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

City Project Manager Contact Information:

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Martha Burckhardt – Martha.Burckhardt@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

Cesar Teodoro – cteodoro@advancedutility.com

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 Exhibit A, which is attached and incorporated into this Agreement by reference. The services rendered by Contractor will commence upon execution of the Agreement 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 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 Tennessee 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 material and 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.

.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 AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO CONSULTANT UNDER THIS SUPPORT AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THIS SUPPORT AGREEMENT BUT EXCLUDING ANY REVENUE CALCULATED AND/OR GENERATED BASED ON CUSTOMER TRANSACTIONS.

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.

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 the United States District Court, District of Minnesota; provided, however, that if subject matter jurisdiction is improper in said federal court, it shall be had in the Ramsey County District Court, Second Judicial District, State of Minnesota.

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.

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 A - 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.

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, project specific specifications and related documents attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit 1: Scope of Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative to be effective as of the Effective Date.

Advanced Utility Systems,
a division of N. Harris Computer Corporation

By: _____

Name:

Title

EXHIBIT 1

Scope of Work

Standard Support and Maintenance Services — Standard Guidelines

Advanced shall provide support and maintenance services for a five (5) year period beginning January 1st, 2025 and ending December 31st, 2029. The annual maintenance fee for Year 1 shall be based on the 2025 maintenance fee of \$145,402.93 (CIS Infinity Support) plus \$12,600 (SOAP API) and \$22,000 (REST API) for a total of \$180,002.93. Thereafter, for the duration of the five (5) year amended term, the annual maintenance fee will be the same fee as the previous year, plus a percentage increase equivalent to the Consumer Price Index – St Paul/Mpls (CPI) standard plus one (1) percent which shall not exceed more than eight (8) percent.

SOAP and REST APIs can be utilized for other integrations; however, Advanced will need to evaluate the requirements and feasibility of any third-party integration. Additional costs may apply for integrations requiring further configuration or enhancements. A "Release" can be either an Update or an Upgrade. An "Update" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2). An "Upgrade" means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X. It is specifically understood that while Updates are included in standard support, there may be professional services fees related to complex Upgrades.

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Advanced reserves the right to make modifications to this document as required; provided, however, Advanced shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Scheduled assistance for installations, updates and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base

- Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Online Release notes
- Customer Care Program
 - Quarterly News Letter
 - Technical support check-ins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- Security issues
- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Hand-held issues not preventing billing

- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call or ticket; our support analysts cannot provide assistance unless a support call or ticket is logged. Our current process for logging calls and tickets includes the following: eSupport (via website), email, phone and fax.

- Your ticket must contain at a minimum: your The Boardname, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our ticketing system or one of our support analysts will provide you with a ticket ID to track your issue.
- Your ticket will be assigned to the first available support representative.
- As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked in our support ticketing system. At any time, if available to you, you may log onto our ticketing system to see the status of your call.
- Once your issue has been resolved, you will receive an automated notification by email that your ticket has been closed. This email will contain the entire event history of the issue from the time the ticket was created and leading up to the resolution of the issue. You also have the option of viewing both your open and closed tickets, if available to you, via our support ticketing system.
- Contact the support department at your convenience for a status update on your development issues, or log onto our ticketing system (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the Technical Analyst working on your issue

Level 2:	Contact the Team Lead
Level 3:	Contact the Manager of support
Level 4:	Contact the Director, Vice President of support
Level 5:	Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day (January 1)
 Family Day (3rd Monday in February; usually coincides with President's Day)
 Good Friday
 Victoria Day (May, Monday preceding May 25th)
 Canada Day (July 1)
 Civic Holiday (August, first Monday)
 Labour Day (same for USA and Canada)
 Thanksgiving (Canada – 2nd Monday in October)
 Christmas Eve (Early Closure)
 Christmas Day (Dec 25)
 Boxing Day (Dec 26)
 New Year's Eve (Early Closure)

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

**Other configuration changes or program modifications that are not listed above will be evaluated and will advise the The Board if the work required will be billable.*

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our preferred method of connection is

through Remote Desktop which can be accomplished using a VPN account and the MS Windows Remote Desktop client or a variety of remote connection tools (logmein.com, TeamViewer, join.me, VNC, etc). Advanced will work with the The Board to establish a mutually agreeable remote connection policy.