



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: 4651

Effective Date: May 15, 2024

Expiration Date: May 15, 2025

Contract Description: PSA-SPRWS-INTERGRATION OF SPRWS CIS WITH PAYMENTUS PORTAL-
ADVANCED

Contacts

Buyer Contact Information:

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

City Project Manager Contact Information:

Elena Iliarski - Elena.Iliarski@ci.stpaul.mn.us

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

Contractor Project Manager Contact Information:

Cesar Teodoro – cteodoro@advancedutility.com

416-496-0149 ext. 888315

May Yang – myang@advancedutility.com

416-496-0149 ext. 888323

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	8P	61,200.00000

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 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 vest 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 FEES PAID TO HARRIS

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 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, 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, 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 A: Scope of Work.

EXHIBIT A

Scope of Work

AT96972: Paymentus Integration without P2P

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the Board] under the Board Terms and Conditions agreed upon by the Parties, (the “**Agreement**”). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

I. Project Description and Purpose:

Client Request

Saint Paul Regional Water Services (SPRWS) is replacing Infinity.Link V3 with Paymentus Web Portal. For this reason, SPRWS is requesting a statement of work for assistance from Advanced Utility Systems (Advanced) to integrate Paymentus with CIS Infinity V4. There are also custom features that will require the use of Advanced’s REST API. Payment authorization is not needed in the CIS Cash Register but will be done through Paymentus Agent Dashboard.

Phase I: Standard Integration + Donation Payments

1. Infinity.Link V3 will be replaced with Paymentus Portal. Requirements for Phase I are as follows:
2. Payments to be taken from Paymentus Portal and Paymentus Agent Dashboard and reflected in CIS.
3. Customers can enroll in Variable Plan and e-Bills.
4. Waterworks donation payments to be taken from Paymentus Portal for customers with a bill (there is a CIS customer-account) as one-time donation.
5. Customers to add their email and phone number in Paymentus and reflect the contact information in CIS.

Phase II: Custom Changes – Donation Enrollment + Equalized Payment Plan

Requirements for Phase II are as follows:

1. Customers can enroll in Waterworks donation program and reflect the enrollment in CIS.
2. Customers can make one-time donations without a bill (there is no CIS customer-account) and Paymentus will apply to default customer-account 169879-0709675.
3. Customers can enroll in Equalized Payment Plan and reflect the payment plan in CIS.

II. Scope of Work/Deliverables

Proposed Solution

The services to be provided under this SOW are listed below.

Phase I: Standard Integration (SOAP API) + Donation Payments

- Establish communication between Paymentus and CIS using SOAP API.
- All credit/debit card payments will be taken through the Paymentus Portal or Paymentus Agent Dashboard.
- Payments from Paymentus creates records in Pending Payments Table in CIS.

- One-time donations taken at bill payment will be entered separately from the bill payment and obtained as a specific payment type to be mapped to a specific donation transaction code.
- Pending payments will be picked up into Transaction batch.
- CIF file will be from CIS to be uploaded into Paymentus.
- Allow customers to enroll in Variable Plan Draw on Due Date from Paymentus portal.
- Payments processed through Paymentus Portal and Paymentus Agent Dashboard will be mapped to appropriate transaction codes within CIS via PAY005 table in Payment Application.
- Deposit payments will be recorded as a different payment method which will be mapped in the Payment Application (PAY005 table) to a deposit payment transaction code in CIS.
- One email and one phone number can be added to CIS from Paymentus Portal and will be the same type of email and phone number for all customers.

Standard Paymentus Integration

- Advanced will configure and update existing Test API and Production API components to communicate with Paymentus (Note: SOAP API will first need to be upgraded).
- Advanced will create a CIF file export interface
 - + SPRWS will be responsible to securely transfer the CIF file to Paymentus sFTP on a daily basis.
 - + Advanced will help SPRWS set up scheduler to run CIF file export (Note: Scheduler must already be working on Test and Production systems).
- Autopay functionality will be managed between SPRWS and Paymentus for Variable Payment Plan (VP).
 - + All autopay customers will register on Paymentus web portal.
 - + Autopay schedule and authorization will be managed by Paymentus.
- SPRWS will work with Paymentus to have Paymentus post back following data to CIS when customer registers for autopay (displayed in CIS as reference only):
 - + Plan Type
 - + Payment Method
 - + Start Date / Stop Date

Transition from Infinity Link V3 to Paymentus (Link Profile, Autopay, e-Bill)

Link Profile:

- Advanced can offer to add a simple text module (message) on Infinity Link to inform customers of the change from Infinity Link to Paymentus portal.
- SPRWS will have all customer re-register on Paymentus portal.

Autopay:

- Customers who don't have existing autopay can register for Autopay (Credit Card and Bank Draft) on Paymentus portal.
- A list of existing autopay customers on VP plan will be provided to Paymentus and the customers can continue with the autopay via Paymentus.

e-Bill:

- SPRWS will communicate to all customer to register for e-Bill on Paymentus portal.
- Option available to SPRWS: Advanced can export all customer account number that have registered for e-Bill in CIS to provide to Paymentus if required – may require re-registration on Paymentus Portal (SPRWS to confirm with Paymentus).
- Even if Advanced provides Paymentus with the customers who are signed up for e-Bill, customers must still register on Paymentus Portal and SPRWS will communicate accordingly to customers.
- Advanced can offer to leave Infinity Link site up for a period of 30 days from Go-live date on Paymentus portal to ensure customers are able to continue to view their last bill generated in CIS.
- Advanced will delete/wipe the data in CIS on the day of Paymentus portal Go-live for all the Link users that are not on e-Bill
- Prior to clearing the existing WEB003 record, the email will be added to BIF010 as a different email contact type for reference in CIS
- Upon e-Bill signup, the following information will be populated in CIS (WEB003):

- + Customer
- + Account
- + Email
- + Bill Print (e-Bill)
- + E-Bill Signup Date
- + E-Bill Signup User (Paymentus)
- + E-Bill Active
- The history of bill statements will be available from the bills that are printed after the configuration changes made for Team Support ticket# 100779 is done on Production which will create PDF files for all bills (non-e-Bills + e-Bills)
- Paymentus will use the Advanced SOAP API to call the data history of bills, consumption, and payments.
- E-Bill notifications in CIS will remain enabled.

Phase II: Custom Changes (REST API) + Donation, Equalized Payment Plan Enrollment

- Phase II will commence following Phase I is completed on Production.
- Allow customers to enroll/unenroll in donations with recurring donations with REST API
 - + Paymentus will use Advanced REST API to create a record in the Customer Contributions table.
- One-time donations without bill payments (non-account holders) will be obtained by Paymentus and pushed to CIS' Pending Payments Table under a default customer-account 169879-0709675.
- Allow customers to enroll/unenroll in Equalized Payment Plan using REST API: Paymentus will call CIS to calculate the ACH quote amount for Equalized Payment Plan.
 - + Paymentus will add record to CIS with the calculated amount as the draw amount, draw date, appropriate plan, and start date.
 - + Once bills are billed with the payment plan, CIF file will include the draw information and the date which Paymentus will use to draw.
 - + Reconciliation will be done either manually upon customers moving out and upon anniversary.

REST API

- Install and configure REST API for CIS Test server.
- Install and configure REST API for CIS Production server.
- SPRWS will be responsible for:
 - + Providing Advanced with the information pertaining to servers to be used to install the API.
 - + Installing IIS and mapping the DNS name on the server where each environment requires a unique URL.
 - + Confirm communication between servers hosting application and database.
- The API guide documentation will be available to SPRWS once REST API is installed.
- Assist in making REST API calls for Donation enrollment/unenrollment as well.

Assumptions

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

- SPRWS is responsible for the following:
 - + Enable TLS 1.2 if not already done on all servers.
 - + Apply SSL certificate on all Production sites.
- 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, SPRWS will be responsible for all costs associated with reconfiguring the system.

III. compensation Term/Cost:

The cost breakdown of the Paymentus Integration without Point-to-Point (P2P) is listed below.

One-Time Fee	
Item	Amount
Standard Paymentus Integration	\$12,750.00
CIF Interface Setup	\$15,300.00
Data Discovery	\$5,100.00
Customized Integration Changes	\$20,400.00
REST API	\$7,650.00
Total Services	61,200.00
Additional Annual Fee	
Item	Amount
SOAP API*	\$12,600.00
REST API*	\$22,000.00
Total Annual Fee	34,600.00

Payment Terms

This SOW will be invoiced by the following milestones:

Milestone Payment (MP)	Amount
MP1: Upon signing this SOW	\$3,600.00
MP2: Upon payments are taken from Paymentus, mapped, and added to CIS on one Test environment	\$8,040.00
MP3: Upon delivery of the CIF export interface on one Test environment	\$9,180.00
MP4: Upon payments are taken from Paymentus, mapped, and added to CIS on one Production environment	\$3,660.00
MP5: Upon delivery of the CIF export interface on one Production environment	\$6,120.00
MP6: Upon installation of REST API on one Test environment	\$4,590.00
MP7: Upon installation of REST API on one Production environment	\$3,060.00
MP8: Upon delivery of the enrollment functionality for donations and equalized plan on Test environment	\$14,790.00
MP9: Upon delivery of the enrollment functionality for donations and equalized plan on Production environment	\$8,160.00
Total	\$61,200.00
*Annual recurring SOAP API fee is prorated from the date SPRWS stops the Infinity.Link V3 maintenance to SPRWS' current billing period and invoiced immediately. The REST API fee is prorated from the date REST API is installed on a Test environment to SPRWS' current billing period and invoiced immediately. The full annual fees for SOAP and REST API will be collected each year thereafter with the same terms as SPRWS' Support and Maintenance Agreement.	

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 new requests, a request for a Change Order will be required with an additional cost.
- 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 SPRWS' systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet SPRWS' CIS needs. All development work completed by Advanced will be communicated, in advance, to SPRWS' Project Manager so that SPRWS' 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 SPRWS if 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 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)

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

Board of Water Commissioners
of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55113

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

Board of Water Commissioners
of the City of Saint Paul:
This Agreement has been duly executed by the
Board of Water Commissioners of the City of Saint Paul
via electronic approval

Contractor:

Signature

Printed Name

Title

Date