AMENDMENT NO. 3
to the
2017 MASTER SERVICES AGREEMENT

CHANGE TO BUDGET BILLING

PAYMENT PLAN CALCULATIONS

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri (hereinafter "Client"), a municipal corporation whose address is 701 E. Broadway, Columbia, Missouri 65201 and N. Harris Computer Corporation (hereinafter "Consultant"), a foreign corporation with authority to transact business within the State of Missouri, and with its principal place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, both parties to the Master Services Agreement dated April 20, 2017 (hereinafter "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Client and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**:

WHEREAS, Client is the owner and operator of an electric distribution system and uses Consultant's software to manage utility billing;

WHEREAS, in April of 2017, the Parties entered into the Original Agreement in order to implement Infinity.Link Version 4 and Infinity.Mobile;

WHEREAS, in July of 2017, the Parties executed Amendment No. 1 to the Original Agreement in order to implement a Conservation Module into the software;

WHEREAS, in February of 2020, the Parties executed Amendment No. 2 to the Original Agreement in order to implement a Community Solar Program in the software;

WHEREAS, Client now desires to implement a Statement of Work to enable Columbia to change the Budget Billing Payment Plan calculations and wishes for Consultant to provide necessary services for such implementation into the software;

WHEREAS, both Parties wish to mutually amend the Original Agreement pursuant to Sections 3.2 and 6.17 for purposes of implementing a Statement of Work pursuant to the terms and conditions provided for in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **General.** All terms and provisions of the Original Agreement, including any previous amendments and a copy of which is attached hereto as **Exhibit B** and made a part of this Amendment, will remain in full force and effect on both Parties, except as

amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.

2. **Amendment**. The Original Agreement is amended by addition, modification or replacement of the respective sections as provided for in this section:

(a). *Amending Section 6.30 by Replacement and Adding Section 6.31*. Both Parties agree that Section 6.30, Costs Not to Exceed, is hereby modified and replaced in its entirety and Section 6.31 is added with the following language:

**6.30 Costs Not to Exceed.**

Total payment for the Statement of Work, including all other expenses and costs to the Client under this Agreement, shall be as described herein:

a. For all Services related to the Implementation of Infinity.Link Version 4 and Infinity.Mobile (as detailed in the quote dated December 15, 2016, and in the quote dated January 12, 2017) under the 2017 Master Services Agreement, total payment shall not exceed forty-eight thousand five hundred dollars ($48,500).

b. For all Services related to the Implementation of Conservation Module (as detailed in the quote dated May 30, 2017) under Amendment No. 1, total payment shall not exceed forty-five thousand dollars ($45,000).

c. For all Services related to the Implementation of Community Solar Program (as detailed in the quote dated May 18, 2018) under Amendment No. 2, total payment shall not exceed forty thousand dollars ($40,000).

d. For all Services related to the modification to the Budget Billing Payment Plan calculations (as detailed in the quote dated March 13, 2020) under Amendment No. 1, total payment shall not exceed eight thousand four hundred dollars ($8,400).

(b). *Adding Budget Billing Payment Plan calculations modification to Statement of Work*. Both Parties agree that Consultant's Statement of Work: ACH Estimate Enhancement, attached hereto as **Exhibit A-1** and made a part of this Amendment, is hereby added and incorporated to Schedule A, Statement of Work, of the Original Agreement.

**6.31 Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment by their duly authorized representatives as of the date of the last signatory to this Amendment.

**CITY OF COLUMBIA, MISSOURI**

By:_____
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor AK

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 67401840-504801, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

_____
Matthew Lue, City Director of Finance

**N. HARRIS COMPUTER CORPORATION**

By:_____

Printed Name: Peter Fanous

Title: Executive Vice President

Date: June 15/2020

ATTEST

By: _____

Title: _____

ADVANCED UTILITY SYSTEMS

# Quote

| | | | |
|---|---|---|---|
| **Client** | City of Columbia Utilities | **Client Contact** | Stephanie Brown |
| **Project Manager** | | **Prepared By** | May Yang |
| **Reference Number** | AT35745 | **Case Number** | |
| **Quote Effective Date** | March 13, 2020 | **Client PO** | |
| **Description** | Statement of Work (SOW): ACH Estimate Enhancement | | |

## Estimate

The costs related to successfully completing the SOW is estimated to be $8,400.00 USD.

| Services | Quantity/Hours | Rate | | Amount |
|---|---|---|---|---|
| Development | 30 | 210 | $ | 6,300.00 |
| Configuration & Testing | 5 | 210 | $ | 1,050.00 |
| Documentation | 2 | 210 | $ | 420.00 |
| Project Management | 3 | 210 | $ | 630.00 |
| ***Sub-Total*** | ***40*** | | ***$*** | ***8,400.00*** |
| **Total** | | | **$** | **8,400.00** |

## Client Description

City of Columbia Utilities (Columbia) is requesting for a statement of work for Advanced Utility Systems (Advanced) to enable Columbia to estimate the Budget Billing Payment Plan to sum the bill amounts on the customer-account and divide the sum by one bill less than what was summed up in the last one year.

## Proposed Solution

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

- Create a script to estimate the Budget Billing Payment Plan amount when users add an ACH plan
- The script will:
  - Take the sum of the customer's bill amounts within the last 365 days
  - The sum of bill amounts will be divided by one bill less than the number of bills that was used in the calculation
  - Include taxes and billed donations

## Assumptions

The following lists the assumptions made for this specific SOW:

- A solution will be provided to Columbia no later than 3 months from the date Columbia signs this SOW
- Donations billed to customer as part of the current transactions of the bill will be included
- In the event additional hours are required to effectively complete this, a request will be made for the amount of hours needed
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Columbia will be responsible for all costs associated with reconfiguring the system

## Payment Terms

This SOW will be invoiced by the following milestones:

| Milestone Payment (MP) | Amount |
|---|---|
| ***MP1:*** 35% upon signing this SOW | $2,940 |
| ***MP2:*** 50% upon delivery of the configuration on one Test application | $4,200 |
| ***MP3:*** 15% upon delivery of the configuration on one Production environment | $1,260 |
| **Total** | **$8,400** |

## Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required
- If advised by Advanced, Client will complete a refresh of their TEST environment prior to the commencement of work under this SOW
- Client is responsible to test the outcome of the changes and ensure that Advanced is promptly advised of any changes that may be required
- Specified hourly rate pertains only to work performed during Advanced's regular business hours
- If desired by Client, Advanced may execute a portion of this SOW during extended, 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
- Except as amended by this SOW, the Master Agreement shall continue unamended in full force and effect
- 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
- Each party hereto confirms and agrees that this SOW does not constitute a waiver of any breach of any term, representation, warranty or condition of the Master Agreement on the part of the other party

## Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, the Client shall reimburse Advanced all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $90.00/hour to be capped at 5 hours per trip; meal expenses not more than $70.00 per diem that includes all meal, food and telecommunications expenses (no receipts will be provided); and mileage charges.

## Escalation Process

Several processes may trigger the escalation process, including 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, fax, or registered mail), 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. Engagement Resource (Client Services Technical Consultant who is assigned the project)
2. Engagement Manager (Client Services Team Lead)
3. Engagement Sponsor (Director of Client Services)

## Standard of care/warranty disclaimer

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

## Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined
- The hours provided within this SOW are estimates only and the client will be advised if the hours are to exceed the estimate above
- Additional work will be charged at the above noted hourly rate and in minimum increments of one (1) hour for all SOWs

## Authorization

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

| **Authorized by City of Columbia Utilities:** | **Authorized by Advanced Utility Systems:** |
|---|---|
| | Ian Hogg Mar. 13, 2020 |
| **Name** **Date** | **Name** **Date** |

# EXHIBIT B

Attachment A

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** ("Agreement") is made and entered by and between N. Harris Computer Corporation ("Consultant"), a Foreign Corporation with authority to transact business within the State of Missouri, and with its principal place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, and **THE CITY OF COLUMBIA** ("Client"), a Missouri municipal corporation, with its principal place of business at 701 E Broadway, 5th Floor, Columbia, Missouri 65201 on the date of the last signatory noted below ("Effective Date"). Client and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

1. On August 6, 2014, CLIENT and CONSULTANT entered into a separate Master Software License Agreement ("Software Agreement"), Master Software Implementation Services Agreement ("Implementation Agreement"), and Master Software Support and Maintenance Agreement (the "Support and Maintenance Agreement") as part of the license of the CIS Infinity software by CONSULTANT to CLIENT; and

2. The Software Agreement and Support and Maintenance Agreement have been amended to add Infinity.Link; and

3. The Client wishes to retain Consultant to perform the Services (as defined herein) as part of the implementation of Infinity.Link and to perform other services related to Infinity.Mobile; and

4. The Client and Consultant agree to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

## ARTICLE I
## INTERPRETATION

### 1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

a. **"Agreement"** and similar expressions mean this Master Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

b. **"Change Order"** means any written documentation between the Client and Consultant evidencing their agreement to change particular aspects of this Agreement with no

increase in cost. Any services that are considered to be materially out of the scope of the Agreement or result in an increase in the contract price shall only be approved by written amendment to the Agreement.

c. **"Completion of Services"** means that the Consultant has performed all of the services (the "Services") for the Client as fully described in the Statement of Work in Schedule "A".

d. **"Contract Documents"** means the following documents:
   i. Master Software License Agreement and attached Schedules
   ii. Master Support and Maintenance Agreement and attached Schedule and Exhibits
   iii. Statement of Work – Attached as Schedule "A" to this Agreement.

e. **"Required Programs"** has the meaning set out in 2.3(b) hereof.

f. "**Statement of Work**" means the Statement of Work appended hereto as Schedule "A" delineating, among other things, the Services that will be provided by Consultant to Client pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.

g. **"Services"** has the meaning set out in Article II hereof.

h. **"Software"** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Client, including any such programs provided subsequent to this Agreement, and including all copies made by Client. The Software to be provided by Consultant at the inception of this Agreement is identified on Schedule "A," of the Master Software License Agreement.

i. **"Third Party Software"** means the third party software product licensed to the Client by Consultant and described in Schedule "A" of the Master Software License Agreement.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favor of the definition in Master Software License Agreement, to the extent that there is an inconsistency.

**1.2 Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" - Statement of Work, inclusive of payment terms

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

## ARTICLE II

## CONSULTING SERVICES

**2.1 Consultant's Services**

In order to achieve the Completion of Services, Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Client as fully described in the Statement of Work in Schedule "A".

**2.2 Performance by Consultant**

a. Manner of Performance -- Consultant warrants that it shall perform the Services in a professional and workmanlike manner and shall only use qualified and experienced personnel. Consultant shall maintain sufficient employees for the performance of all terms under this Agreement. Consultant warrants and agrees that, at all times, the employees of Consultant furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

b. Consultant's Discretion -- Consultant shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Client personnel. Consultant will communicate openly with the Client on its methodology, manner and means.

c. Conduct on Client's Premises

i. Consultant agrees that all of its employees who are working for or on behalf of Consultant upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's Project Manager.

ii. Consultant shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Consultant agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Consultant shall be responsible for all damages to persons or property caused by Consultant or any of its agents or employees. Consultant shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment within the time period agreed to by the Parties. On Consultant's failure to do so or if the Parties cannot agree to a time period for repairs, the Client may repair such damage and Consultant shall reimburse the Client within thirty (30) days for the cost of any repairs.

iii. Consultant agrees that, in the event of an accident of any kind, Consultant shall immediately notify the Client's Project Manager and shall furnish a full written report of such accident.

iv. Consultant shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's employees or visitors.

v. Consultant and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have a right to access any other facilities of the Client only with the permission of the Client's Project Manager.

vi. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Consultant or its employees, agents, subcontractors, or material-men.

vii. Names of Subcontractors. Consultant agrees to furnish the Client's Project Manager with the name(s) of all Consultant or sub-contract personnel and their position title/roles before they come on site for security purposes.

d. Inquiries by Client - Consultant shall respond to any inquiries pertaining to this Agreement from the Client as soon as reasonably possible.

e. Independence - As an independent consultant, Client retains Consultant on an independent contractor basis and not as an employee.

f. Coordination of Services - Consultant agrees to work closely with Client staff in the performance of Services and shall be available to Client's staff, consultants, and other staff at all reasonable times.

g. Maintenance and Inspection - Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Client, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of three (3) years from the date of final payment under this Agreement unless Consultant is required to maintain such records pursuant to any law or regulation.

h. Subcontractors - Consultant may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Consultant shall obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, Consultant shall be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of Consultant.

i. Approval of Consultant Subcontractors and Staff - Client shall have the right to interview and approve all subcontractors, Consultant's Project Manager, and employees assigned to Client by Consultant prior to commencement of work by Consultant. In the event that an employee, subcontractor or agent of Consultant is, in the reasonable opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, Consultant agrees to remove such employee, subcontractor or agent from his or her responsibilities associated with the Agreement. In the event of such a removal, Consultant shall, within fifteen (15) business days, fill this representative vacancy as described above. Regardless of whom Consultant has designated as its representative, Consultant shall remain the ultimately responsible for performing the tasks and responsibilities presented in this Agreement.

**2.3 Performance by Client**

a. Cooperation by Client -- The Client acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Client and its staff and agrees to act reasonably and cooperate with Consultant to achieve the Completion of Services and installation of the Software.

b. Required Programs -- The Client acknowledges that the use of the Software requires that the Client obtain and install additional required software programs (the "Required

Programs"), as detailed in Schedule "A" of the Software License Agreement, and the Client agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Client further acknowledges that the operation of the Software requires the Client's hardware to be of sufficient quality, condition and repair, and the Client agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense except as provided in Section 3.01(d) of the Master Software License Agreement, in order to facilitate the achievement of Completion of Services. If the Client has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Consultant shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Client sufficiently and to Consultant's reasonable satisfaction.

c. Project Manager -- The Client shall appoint a project manager (the "Project Manager") who shall work closely with Consultant to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Client and their cooperation with and participation in such process.

d. Additional Client Obligations

i. Client shall install Updates within a reasonable period of time of Consultant's notification of their availability.

ii. Client shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Client shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.

iii. Client shall allow the use of online diagnostics on the Software supplied by Consultant to Client, if required by Consultant during problem diagnosis. Client shall provide to Consultant, at Client's expense, access to the Designated Computer System via the Client's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

iv. Client shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Client's personnel are not properly trained as mutually determined by Consultant and Client, Client agrees that such personnel will be trained by Consultant or Client within fifteen (15) days of determination. If Client desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.

v. Client shall establish proper backup procedures necessary to replace critical Client data in the event of loss or damage to such data from any cause. Client shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

vi. Client shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures regarding security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and all third party license releases and/or Software products to meet the requirements of the Software.

**2.4 Non-performance Escalation**

In the event that the Client reasonably determines that Consultant is not performing in a manner consistent with the Agreement, and specifically, to performing its duties as required in the Statement of Work, then the Client shall have the right to, in the sequence shown: (a) formally notify Consultant of non-performance, (b) provide thirty (30) days from notification by Client for Consultant to correct non-performance after which time the Client reserves the right to withhold any and all disputed payments pending until the non-performance is corrected, (c) request a joint meeting of Consultant and Client decision makers to attempt to resolve the non-performance, (d) require a Consultant employee to be on-site at Client's location at Consultant's sole expense until the non-performance is resolved, (e) request a mediation of the dispute, (f) terminate the Agreement, or (g) initiate a legal proceeding to resolve the claim, controversy or dispute. Consultant shall have the right to request any dispute be subject to mediation prior to the Client's rights to the recourse provided in subsections (f) and (g).

**2.5 Allowance for Suspension or Delay due to Client**

In the event that the Client shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations, then the following shall apply:

a. Any applicable delivery dates in the Statement of Work shall be extended by a period of time equal to the time lost because of any such delay.

b. The due date for any deliverable set forth in the Statement of Work that is dependent on such performance by the Client shall be deemed adjusted equitably to allow for the effect of such delay on Consultant's ability to supply or perform such deliverable.

Following such an event, Consultant shall have all reasonable travel costs (e.g. airfare, hotel) incurred by it that are non-refundable reimbursed by Client, including for any Services that will be required to be redone as a direct result of the delay by the Client.

**2.7 Software Support and Maintenance Agreement**

Consultant and the Client have agreed to enter into a separate Software Support and Maintenance Agreement which describes the maintenance and support services to be provided by Consultant to the Client. Consultant shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Consultant software, including Third Party Software included in Schedule "A" of the Master Software License Agreement except as contracted for in writing with the Client.

## ARTICLE III
## FEES AND PAYMENTS

### 3.1 Fees and Payments

a. The Client agrees to pay Consultant total fees as delineated in the Statement of Work attached as Schedule "A".

b. During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Client. Each invoice delivered to Client by Consultant shall be due and payable within thirty (30) days upon receipt by Client.

c. The Client shall reimburse Consultant for its direct expenses as defined in the Statement of Work however should anticipated expenses exceed estimate, Consultant will provide Client with a contract amendment as defined in Section 3.2 prior to incurring any expenses in excess of amounts defined in the Statement of Work. Direct expenses include, but are not limited to all reasonable travel costs including a travel time rate of $90.00 per hour to be capped at 5 hours per round trip, meal expenses of not more than $70.00 per diem (no receipts provided however the total number of per diems invoiced will be provided), a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties.

d. In the event ground transportation is necessary, an automobile will be rented of a small to mid-size variety. If air transportation is necessary, coach travel will be utilized, and all airline flights shall be booked in advance and the lowest possible fare obtainable. All effort will be made to schedule all training minimally one month in advance with Client and therefore, allowing sufficient time for booking airlines. Consultant shall provide the Client a detailed invoice, which outlines the individual, date, and related expenses (with the exception of per diems). In the event of a dispute of the invoice, the Client will notify Consultant within fifteen (15) days of the receipt of such invoice and may ask for further clarification. In the event Client fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due.

e. Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Client is exempt from sales tax and shall provide Consultant with the tax exempt certificate.

### 3.2 Change Orders and Amendments to the Agreement

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either Party's work effort required under this Agreement, the Parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either Party causes or requests a change that, in the reasonable opinion of the other Party, materially impacts the scope of the Parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Client and of Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a Party to provide additional work hours, the other Party may propose an amendment to the Agreement to cover the additional work effort required of it.

## ARTICLE IV
## REMEDIES AND LIABILITY

**4.1** **Remedies and Liability**

a. Termination of this Agreement shall not affect any right of action of either Party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

b. The Client and Consultant recognize that circumstances may arise entitling the Client to damages for breach or other fault on the part of Consultant arising from this Agreement. The Parties agree that in all such circumstances the Client's remedies and Consultant'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. EXCEPT FOR DAMAGES ARISING OUT OF (a) CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED 1.0 TIMES THE SERVICES FEES PAID TO CONSULTANT BY THE CLIENT IN CONNECTION WITH THE STATEMENT OF WORK IN THIS AGREEMENT.

ii. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

**4.2** **Intent**

The Parties agree that the limitation of liability as set out in Section 4.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 4.1 only, a Party relying on

the limitation of liability shall be deemed to include that Party's shareholders, directors, officers, employees, elected officials and affiliates.

## ARTICLE V

## RESERVED.

## ARTICLE VI
## GENERAL

### 6.1 Force Majeure

Neither Party shall be liable for delay or failure in performance resulting from acts beyond the control of such party (force majeure) including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Client's computer (unless by reason of the negligence of a Party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

**120 Day Maximum**

Under no circumstances shall delays caused by a force majeure extend beyond 120 days from the scheduled delivery or completion date of a task, unless prior to the expiration of the 120 days, written notice of permission of the other Party is received which will not be unreasonably withheld. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the Party failing to meet the requirement.

**Right of Cancellation For Force Majeure**

Either Party shall have the right to cancel the Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of 120 or more days from the scheduled date of the task.

### 6.2 Confidentiality

a. Duty Owed to the Client -- Consultant acknowledges that it may receive information from the Client or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Client or through the fault of the Client, Consultant agrees:

i. to maintain this information in confidence;
ii. not to use this information other than in the course of this Agreement;
iii. not to disclose or release such information except on a need-to-know only basis;

iv. not to disclose or release such information to any third person without the prior written consent of the Client, except for authorized employees or agents of Consultant; and

v. to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Client.

**6.3 Termination**

a. Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services.

b. If Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Client must notify Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Consultant must either correct the default at no additional cost to the Client, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Client may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Consultant of only that part of the fee earned by Consultant for those Services performed up to the time of communication of such notice of termination to Consultant.

c. If the Client should fail to comply with its obligations under this Agreement, Consultant must notify the Client in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Client must correct the default at no additional cost to Consultant, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Client fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Consultant may terminate the whole of this Agreement and in such case the Client will be responsible for payment to Consultant of only that part of the fee earned by Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Client.

**6.4 Mediation**

The Parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the Parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either Party notifies the other of its desire to

have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either Party), is to be shared by the Parties equally. If the Parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either Party provides the other notice of mediation, then either Party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the Parties.

**6.5 Addresses for Notice**

Any notice required or permitted to be given to any Party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Consultant, to:

**N. HARRIS COMPUTER CORPORATION**
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149
Fax: 416-496-3910

and in the case of the Client, to:

**CITY OF COLUMBIA, MISSOURI**
701 E Broadway, 5th Floor
Columbia, MO 65201
Attention: Lawrence Luck, Purchasing Agent
Telephone: 573-874-7687

Each Party may change its particulars respecting notice, by issuing notice to the other Party in the manner described in this Agreement.

**6.6 Assignment**

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

**6.7 Entire Agreement**

This Agreement shall constitute the entire agreement between the Parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the Parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. However, the Parties agree that two other agreements have been entered into in addition to this new Services Agreement. These two other agreements are the Master Software License Agreement and the Master Software Support and Maintenance Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

**6.8 Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**6.9 Governing Law and Venue**

This Implementation Services Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States of America, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

**6.10 Trial by Jury**

Client and Consultant hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any Party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Consultant in connection therewith or contemplated thereby.

**6.11 Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

**6.12 Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both Parties. Forbearance or indulgence by either Party in any regard shall not constitute a waiver of the term or condition to be performed, and either Party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

**6.13 Multiple Originals**

Three originals of this Software Implementation Services Agreement shall be executed. Consultant shall retain one original. Client shall retain two originals.

**6.14 Survival**

Article IV and VI shall survive the termination and/or expiration of this Agreement.

**6.15 Further Assurances**

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

**6.16 Independent Contractor**

Client engages Consultant under this Agreement solely as an independent contractor to perform the Statement of Work and Services which are described in this Agreement. Client and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Client and nothing contained in this Agreement or which otherwise exists shall be construed by Client, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

**6.17 Amendments**

A term or condition of this Agreement may be waived or modified only by written consent of both Parties. Forbearance or indulgence by either Party in any regard shall not constitute a waiver of the term or condition to be performed, and either Party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

**6.18 Public Records Act**

Client is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended.

**6.19 Non-Discrimination By Consultant**

Neither Consultant nor anyone with whom Consultant shall contract shall discriminate against any person employed or applying for employment concerning the performance of Consultant' responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning

race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Consultant of this Agreement.

**6.20 Severability**

Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law, except that to the extent that any provision of Article 6 or the limitation of liability is deemed to be of no force or effect, Consultant shall have the right to void this Agreement.

**6.21 Compliance with Laws**

Consultant shall, at all times, observe and comply with all applicable federal, state, and local laws, ordinances and regulations.

**6.22 Employment of Unauthorized Aliens**

Consultant agrees to comply with Missouri State Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

**6.23 Insurance**

Prior to performing services under this Agreement, Consultant shall provide Client with certificates of insurance evidencing the following minimum insurance coverage:

(a) Commercial general liability of at least $2,000,000;
(b) Automobile liability of at least $2,000,000 combined single limit;
(c) Professional liability of at least $10,000,000 aggregate; and
(d) Workers compensation complying with statutory requirements;
(e) Umbrella Liability Insurance of $3,000,000.00.

Consultant shall cause the Client to be named as additional insured on Consultant's Commercial General Liability policy. Consultant shall use a standard Accord Form which states "Should the Commercial General Liability policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

**6.24 No Waiver of Immunities**

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**6.25 Amendment**

This Agreement may only be modified by written amendment signed by the Parties.

**6.26 Nature of Client's Obligations**

All obligations of the Client under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose. The Client warrants that funds have been budgeted and appropriated and Client shall give prompt notice when such funds have not been budgeted and appropriated in the future.

**6.27 No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of Consultant and Client. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

**6.28 Data Ownership and Security**

a. Consultant's Software and any Interfaces shall at all times comply with the terms of this Agreement, good financial industry and accounting practices, applicable laws, City's Red Flag Rule and SSAE16 or successive applicable auditing standards. Consultant shall require its subcontractors to at all times comply with the terms of this Agreement, good financial industry and accounting practices, and applicable laws.

b. Duty to Report. Consultant shall maintain the security of Client content and data and that of Client's customers and any user that is stored in or in any way connected with Consultant Software Products, services and applications. If either Party believes or suspects that security has been breached or data compromised, whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

c. Binding Subcontractors to Data Security Standards. Consultant shall include similar provisions in Consultant's agreements with subcontractors that perform work or services related to these Consultant Software Products and or have access to the Client's data contained therein or in the cloud storage.

d. No Harmful Code. Consultant warrants that the Consultant Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse or trap or back door. Consultant shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

e. Data Ownership and Storage. Except with regard to the data Client enters into the Team Support software, Consultant covenants that any data from the Client, its employees or customers or derived therefrom shall be stored in the United States of America. Client must provide and maintain an adequate data conversion environment for Consultant's use as set forth in Schedule F of the Master Software License Agreement. The data or any information derived therefrom (hereinafter "Client's Data") shall not be transferred, moved, or stored to or at any location outside the United States of America. All such data and any information derived therefrom shall be confidential and proprietary information belonging to either the Client or its customers or the users of the systems. Consultant covenants that Consultant or subcontractors shall not sell or give away any such Client data or information derived therefrom.

With regard to Client's use of Team Support software for support, the Parties agree that the data Client enters into Team Support shall be transferred, moved, or stored in Canada. Client shall implement internal procedures to either require Client's staff to either redact customer's personal information or obtain the consent of the customer prior to entering customer's personal information into Team Support.

**6.29 Consultant's Representations and Warranties**

Consultant represents and warrants as follows:

a. Consultant is a foreign corporation with authority to transact business within the State of Missouri;

b. Consultant has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

c. Consultant has taken all action required by law in order to approve, execute and deliver this Agreement;

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Consultant with the

provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Consultant or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Consultant is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

e. The Consultant has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

f. To the Consultant's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect Consultant's ability to perform its obligations under this Agreement; and

g. This Agreement is a legal, valid and binding obligation of Consultant enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

**6.30 Costs Not To Exceed.**

Total payment for the Statement of Work and all other expenses and costs to the Client under this Agreement and described herein shall not exceed forty-eight thousand five hundred dollars ($48,500.00).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have duly executed this Services Agreement to be effective as of the date first written above.

**CITY OF COLUMBIA, MISSOURI**

By: _____
Mike Matthes, City Manager

Date: 4-20-17

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number ~~7400~~ 44008810 604990 Project 00476, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

**N. HARRIS COMPUTER CORPORATION**

By: _____
Peter Fanous, Executive Vice President, Advanced Utility Systems

Date: MAR 27/17

ATTEST:

By: _____ Mar 27/17

Name: Lori Hogg

Title: VP Professional Services

**Schedule "A"**
**Statement of Work**

ADVANCED
UTILITY SYSTEMS

Quote

| | | | |
|---|---|---|---|
| **Client** | Columbia Utilities | **Client Contact** | Randy Wyatt |
| **Project Manager** | | **Prepared By** | Yusuf Jiwajee |
| **Reference Number** | AT6231 | **Case Number** | |
| **Quote Effective Date** | Dec 15, 2016 | **Client PO** | |
| **Description** | Statement of Work: Implementation of Infinity.Link **Version 4** | | |

## Estimate

The costs related to successfully completing the SOW is estimated to be $72,500.00

The time required to successfully complete the SOW is estimated at 150 hours, charged at a rate of $150.00 USD per hour.

Client will be advised if the hours are to exceed the estimate above. Additional work will be charged at the above noted hourly rate and in minimum increments of one (1) hour.

| | |
|---|---|
| Infinity.Link Site License | $40,000 |
| Implementation Services | $22,500 |
| Annual Maintenance | $10,000 |

* Net of applicable taxes

No modifications are included in the estimated Services.

## Payment Terms

- License fees due upon signing.
- Services will be billed per Payment Milestones below.
- Maintenance Fees (support fee) due upon installation, and is pro-rated to your CIS Infinity Support anniversary date.

**Services Payment Milestones**

| | Payment Milestone | Payment Amount | Deliverable |
|---|---|---|---|
| 1 | Draft Project Plan | $5,000 | Delivery of Draft Project Plan by Advanced to Client |
| 2 | Installation of the Software | $5,000 | Advanced to notify Client of the completion of the generic Installation of Infinity.Link on Client's Test server.<br><br>Client to sign-off on |

| | Payment Milestone | Payment Amount | Deliverable |
|---|---|---|---|
| | | | the generic installation of Infinity. Link. |
| 3 | Completion of Training | $5,000 | Completion of end user and administration training by AUS. |
| 4 | Go Live | $7,500 | Infinity.Link in Production and Live. |

This pricing and details contained within this Statement of Work (SOW) remains valid for 30 days from Quote Effective date after which the request will be closed. This quote supersedes any previous offers related to services outlined.

**Conditions**

The following conditions have been made to complete the necessary details within this SOW

- This Statement of Work is assumed to be for a single Infinity.Link production site.
- CIS Infinity bill print will be used within Infinity.Link. Modifications to this file for use within Infinity.Link will be reviewed and additional hours will be quoted.
- There are no conversion hours included in the Services hours quoted above. If conversion is required, additional hours will be required.
- All aspects of Infinity.Link software are to be thoroughly tested by Client, including Payment Processing and interface to CIS Infinity prior to Go Live.
- A test web server is required for testing the Infinity.Link setup, installation, and future builds. This server should not be exposed to the public. If the client wishes to have the test system installed on their live web server, they will assume all responsibility for security breaches during the testing phase of Infinity.Link implementations and future builds.
- Client acknowledges that their current technology can support the Infinity.Link implementation based on the recommended requirements provided by Advanced.
- Administrator training and end user training will be conducted via web based training.
- The conversion of existing customers on an existing online bill presentment and payment solution is not within the project scope, unless explicitly detailed. The cost associated with this activity will need to be determined and included explicitly within the SOW.
- Infinity.Link implementation will be conducted via a remote install.
- Costs are estimates only and do not include any expenses incurred by Advanced to complete the SOW (i.e. travel, accommodations etc. if required to complete the SOW)

- Electronic payment processing is provided via an interface to a third party payment processing vendor. The following development fees apply. Any payment transaction fees charged by the payment processing vendor are the responsibility of Client.

| Level | Processor | Minimum Development Fee | Minimum Annual Maintenance |
|---|---|---|---|
| Tier 1 | Paymentus, Invoice Cloud | No Charge | No Charge |
| Tier 2 | Any processor not named above | $35,000 | 25% |

- Advanced is not responsible for the data connection, or the throughput of the data transport mechanism, between the web server and the database servers on which the Infinity.Link and CIS Infinity databases reside.

**Expenses**
If expenses are incurred by Advanced to provide services outlined in this statement of work, the Client shall reimburse Advanced all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $90.00/hour to be capped at 5 hours per trip; meal expenses not more than $70.00 per diem that includes all meal, food and telecommunications expenses (no receipts will be provided); and mileage charges.

**Escalation Process**
Several processes may trigger the escalation process, including 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, fax, or registered mail), 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. Engagement Resource (Technical Specialist, Implementation Specialist, Application Consultant)
2. Engagement Manager (Director of Client Services)
3. Engagement Sponsor (Vice President Professional Services)

**Standard of care/warranty disclaimer**
The standard of care applicable to the Services arising under this SOW will be the degree of skill and diligence normally employed by consultants performing the same or similar services. No

further warranty of guaranty, expressed or implied, is made with respect to the Services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

## Authorization

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

| **Authorized by Client:** | **Authorized by Advanced Utility Systems:** |
|---|---|
| | Y H. Jinjee Dec 15, 2016 |
| **Name/Date** | **Name/Date** |

## Description

Client utilizes CIS Infinity as their utility billing application software and Client Information System (CIS).

Infinity.Link is a customer self-serve module that integrates to CIS Infinity data to provide your customers with access to self-service information and billing and service requests related to the software.

## Scope

The primary purpose of this SOW is to install and configure Infinity.Link. The SOW outlines the requirements to setup and configure Infinity.Link along with the necessary training and testing support.

The following Services will be performed by Advanced:

- Installation of Infinity.Link
- Configuration of Infinity.Link
- Configuration of CIS Infinity to integrate with Infinity.Link
- Administrator and User training (via web and/or telephone conferencing)
- Testing support
- Activation of Infinity.Link Production System
- Creation of Infinity.Link Test system

## Expected results

- At the successful conclusion of the SOW, Client will be able to offer your customers access to their billing and account information through Infinity.Link.

## Assumptions

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

- Prior to installation, the Infinity.Link Implementation Checklist has to be returned completed by Client and subsequently reviewed and accepted by Advanced
- SSL's will be acquired and installed by the Client.
- Client will verify that communication between web server, application server, and database server is working correctly. Both PING operations and ODBC connections can be tested to confirm connectivity.
- The following ports need to be open for the web server/web site: 80, 443. The following ports need to be open for SQL Access: 1433, 1434. These port numbers are based on default configuration, and may need to be adjusted based on Client site configuration.
- The Production Web Server URL needs to publicly available.
- All IP addresses will be bound to correct DNS names.

- Client is responsible for verifying the URL's provided are properly mapped on the DNS Server.
- If assistance from Advanced is required to successfully complete any of these tasks additional hours will be required in order to complete the Services to successfully install Infinity.Link.

## Hardware Recommendations

Hardware and
Software Requireme

# Hardware and Software Requirements for CIS Infinity (V4) and Add-On Products

| Version/Build | Creation Date | Last Revised |
|---|---|---|
| V4 Build 1.47 | April 11th, 2014 | August 16th, 2016 |

The following specifications are the recommended hardware requirements provided to clients who are considering using CIS Infinity, along with our web services and/or add-on products. Virtualized environments are supported.

## Up to 150K Accounts

| **Database Server** | | |
|---|---|---|
| **Processor** | 8 - 12 CPU / Cores @ 2 - 3GHz | |
| **RAM** | 32GB | |
| | | |
| **Disk Space** | | |
| **CIS Infinity (~75K accounts)** | **Initial Size** | |
| | 35 - 40GB | Assumptions – monthly billing, 3 services, 5 years of reading/billing history converted.<br>Add est. 1GB per 2K accounts. |
| | | |
| **Infinity.Mobile** | **Initial Size** | **Service Orders (based on 3000/month)** |
| | 3.5GB | 30MB/month |

| **Application Server** | | | |
|---|---|---|---|
| **Processor** | 4 - 8 CPU / Cores @ 2 - 3GHz | | |
| **RAM** | 16GB | | |
| | | | |
| **Disk Space** | | | |
| **CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)** | **Standard Folders** | **Letters (average file size)** | **Attachments (average file size)** |
| | 1 - 3GB | 30 - 100KB | 200KB |
| | | | |
| **CIS Infinity Web Service** | 25MB | | |

| | |
|---|---|
| **Infinity.Mobile Web Service** | 40MB |
| **Public Web Server (for Infinity.Link, Infinity.Mobile and Payment web pages)** | |
| **Processor** | 4 - 8 CPU / Cores @ 2 - 3GHz |
| **RAM** | 16GB |
| | |
| **Disk Space (Total Size: 755MB)** | |
| **Infinity.Link Website** | 250MB |
| **Payment Engine Website** | 5MB |
| **Infinity.Mobile Dispatch Website** | 250MB |
| **Infinity.Mobile Client Website** | 250MB |

## Over 150K Accounts

| | | |
|---|---|---|
| **Database Server** | | |
| **Processor** | 12 - 16 CPU / Cores @ 2 - 3GHz | |
| **RAM** | 64GB | |
| | | |
| **Disk Space** | | |
| **CIS Infinity (150K accounts)** | **Initial Size** | |
| | 70 - 80GB | Assumptions – monthly billing, 3 services, 5 years of reading/billing history converted.<br>Add est. 1GB per 2K accounts. |

| | | | |
|---|---|---|---|
| **Application Server** | | | |
| **Processor** | 8 - 12 CPU / Cores @ 2 - 3GHz | | |
| **RAM** | 16GB | | |
| | | | |
| **Disk Space** | | | |
| **CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)** | **Standard Folders** | **Letters (average file size)** | **Attachments (average file size)** |
| | 2 - 4GB | 30 - 100KB | 200KB |
| | | | |
| **CIS Infinity Web Service** | 25MB | | |
| **Infinity.Mobile Web Service** | 40MB | | |

| Link/Mobile Database Server (for Infinity.Link, Infinity.Mobile databases) | | |
|---|---|---|
| **Processor** | 4 - 8 CPU / Cores @ 2 - 3GHz | |
| **RAM** | 16GB | |
| | | |
| **Disk Space (Total Size: 4.5GB)** | | |
| **Infinity.Link** | 1GB | |
| | | |
| **Infinity.Mobile** | **Initial Size** | **Service Orders (based on 5000/month)** |
| | 3.5GB | 50MB/month |

| Public Web Server (for Infinity.Link, Infinity.Mobile and Payment web pages) | |
|---|---|
| **Processor** | 4 - 8 CPU / Cores @ 2 - 3GHz |
| **RAM** | 16GB |
| | |
| **Disk Space (Total Size: 905MB)** | |
| **Infinity.Link Website** | 400MB |
| **Payment Engine Website** | 5MB |
| **Infinity.Mobile Dispatch Website** | 250MB |
| **Infinity.Mobile Client Website** | 250MB |

# Required Operating System & Programs for CIS Infinity (V4) and Add-On Products

## CIS Infinity Version 4 Requirements

### Application Server

- Windows Server 2008 R2 or higher
- Microsoft Internet Information Service (IIS) 7.5 or higher
- PHP/DokuWiki for CIS Help wiki system

### Optional Software

- On Application Server, or workstation accessible to Advanced Support staff with access to application server and database server
- For Advanced Support use: Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2007 or higher (2010/2013/365), OpenOffice, etc.
- Microsoft Access or another SQL data access tool.

### Database Server

- Windows Server 2008 R2 or higher running Microsoft SQL Server 2012 or higher or;
- Windows Server 2008 R2 or higher running Oracle 11g or higher or;
- Unix/Linux/AIX (any version) running Oracle 11g or higher

### Link/Mobile Database Server

- Windows Server 2008 R2 or higher running Microsoft SQL Server 2012 or higher
- . NET 4.5.1 or higher Framework Installed

### Network

- Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

### Workstation Operating System

- Windows 7 or higher (Windows 7, Windows 8/8.1, Windows 10)
- 8GB RAM recommended

### Required Workstation Software

- NET 4.6 Framework Installed
- PowerShell 4.0 or higher (separate install not required for Windows 7/8/8.1)
- Crystal Reports Runtime installer (located in the CIS Infinity V4 Reports folder)
- SQLite ODBC installer (located in the CIS Infinity V4 Reports folder)

### Optional Workstation Software

- Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2007 or higher (2010/2013/365), OpenOffice, etc.
- A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

**Note:** All software must be running the latest recommended patches from the respective provider of such software.

## Infinity.Link Requirements

### Application Server Operating System

- Windows Server 2008 R2 or higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework Installed

### Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

### Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari)
- Any of the above browsers that are available on popular smartphones and tablets

**Note:** All software must be running the latest recommended patches from the respective provider of such software.

## Infinity.Mobile Requirements

### Application Server Operating System

- Windows Server 2008 R2 or higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework Installed

### Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

### Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari)
- Any of the above browsers that are available on tablets

ADVANCED
UTILITY SYSTEMS

| | | | |
|---|---|---|---|
| **Client** | Columbia | **Client Contact** | Randy Wyatt |
| **Project Manager** | | **Prepared By** | Yusuf Jiwajee<br>Tanika Naccarato |
| **Reference Number** | AT6239 | **Case Number** | |
| **Quote Effective Date** | January 12, 2017 | **Client PO** | |
| **Description** | Statement of Work: Infinity Mobile Consulting – Onsite Visit | | |

## Estimate

The costs related to successfully completing the SOW is estimated to be $6000.00 USD, pus travel expenses.

The time required to successfully complete the SOW is estimated at 40 hours at a rate of $150/hour.

| | **Quantity/Hours** | **Rate** | | **Total** |
|---|---|---|---|---|
| **Services** | | | | |
| On site visit | 40 | $150 | $ | 6,000 |
| ***Sub-Total*** | ***40*** | | ***$*** | 6,000 |
| **Total** | | | **$** | **6,000** |

## Client Description

Columbia has requested onsite visit to help with Infinity Mobile issues.

## Proposed Solution

The primary purpose of this SOW is to provide onsite Infinity Mobile consultation.

## Assumptions

The following lists the assumptions made for this specific SOW:

- In the event additional hours are required to effectively complete this, a request will be made for the amount of hours needed
- After the initial installation if the TEST system is lost/refreshed, you will be responsible for all costs associated with redoing the necessary configuration

## Payment Terms

Columbia will only be charged for applicable Travel Expenses.

### Conditions

The following assumptions have been made to complete the necessary details within this SOW

- Advanced, under this SOW, will lead and perform the required activities to implement this SOW
- The requested changes and the hours quoted include only the stated development work
- In the event the scope changes and additional development work is required, additional hours will be required
- If advised by Advanced, Client will complete a refresh of their TEST environment prior to the commencement of work under this SOW
- Client is responsible to test the outcome of the changes and ensure that Advanced is promptly advised of any changes that may be required
- Specified hourly rate pertains only to work performed during Advanced's regular business hours
- If desired by Client, Advanced may execute a portion of this SOW during extended, weekend or holiday hours at a premium hourly rate of $350
- 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
- Except as amended by this SOW, the Master Agreement shall continue unamended in full force and effect
- 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
- Each party hereto confirms and agrees that this SOW does not constitute a waiver of any breach of any term, representation, warranty or condition of the Master Agreement on the part of the other party

**Expenses**

If expenses are incurred by Advanced to provide services outlined in this statement of work, the Client shall reimburse Advanced all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $90.00/hour to be capped at 5 hours per trip; meal expenses not more than $70.00 per diem that includes all meal, food and telecommunications expenses (no receipts will be provided); and mileage charges.

**Escalation Process**

Several processes may trigger the escalation process, including 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, fax, or registered mail), 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. Engagement Resource (Technical Specialist, Implementation Specialist, Application Consultant)
2. Engagement Manager (Project Manager)
3. Engagement Sponsor (Manager of Client Services)

**Standard of care/warranty disclaimer**

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

## Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined
- The hours provided within this SOW are estimates only and the client will be advised if the hours are to exceed the estimate above
- Additional work will be charged at the above noted hourly rate and in minimum increments of one (1) hour for all SOWs

## Authorization

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

| **Authorized by Client:** | **Authorized by Advanced Utility Systems:** |
|---|---|
| | Y. H. Jinjee<br>Jan 12, 2017 |
| **Name/Date** | **Name/Date** |

**AMENDMENT NO. 1**
**to the**
**2017 MASTER SERVICES AGREEMENT**

This Amendment No. 1 is made as of the 7th day of July, 2017, between the **CITY OF COLUMBIA** ("CLIENT"), and **N. HARRIS COMPUTER CORPORATION ON BEHALF OF ITS DIVISION, ADVANCED UTILITY SYSTEMS**, ("CONSULTANT").

## RECITALS

A. WHEREAS, on August 6, 2014, CLIENT and CONSULTANT entered into a separate Master Software License Agreement ("Software Agreement"), Master Software Implementation Services Agreement ("Services Agreement"), and Master Software Support and Maintenance Agreement (the "Support and Maintenance Agreement") as part of the license of the CIS Infinity software by CONSULTANT to CLIENT; and
B. WHEREAS, in March of 2017, the Parties entered into another Master Services Agreement as part of the additional services related to the implementation of Infinity.Link and Infinity.Mobile; and
C. WHEREAS, as defined in 3.2 of the 2017 Master Services Agreement, any services that are considered to be materially out of the scope of the Services Agreement or result in an increase in the contract price shall be documented by a Change Order and approved by written amendment to the 2017 Master Services Agreement; and
D. WHEREAS, the Parties hereto desire to formally amend the 2017 Master Services Agreement with this First Amendment (hereinafter "First Amendment to the 2017 Master Services Agreement") and desire to be bound by the terms contained in the 2017 Master Services Agreement and those contained in this First Amendment to the Master Services Agreement.

## AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2017 Master Services Agreement, as follows:

1. Exhibit A, Quote dated May 30, 2017 (related to the implementation services related to the conservation module), attached hereto, shall supplement the Exhibit A attached to the 2017 Master Services Agreement (related to the implementation of Infinity.Link Version 4 and Infinity.Mobile).

2. Section 6.30 of the 2017 Master Services Agreement shall be replaced with the following:
"Total payment for Scope of Work and all other expenses and costs to the Client for the services related to the Implementation of Infinity.Link Version 4 and

Infinity.Mobile (as detailed in the quote dated December 15, 2016 and in the quote dated January 12, 2017) under the 2017 Master Services Agreement, shall not exceed forty-eight thousand five hundred dollars ($48,500.00).

Total payment for Scope of Work and all other expenses and costs to the Client for the services related to the Implementation of Conservation Module (as detailed in the quote dated May 30, 2017) and attached to the Amendment No. 1 to the 2017 Master Services Agreement, shall not exceed forty-five thousand dollars ($45,000.00)."

3. All other terms of the 2017 Master Services Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Amendment No. 1 to the 2017 Master Services Agreement, on the day and year first written above.

**CITY OF COLUMBIA, MISSOURI**

By: _____
Mike Matthes, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Amendment No. 1 to the 2017 Services Agreement is within the purpose of the appropriation to which it is to be charged, Account No. ~~1741098~~ 17410908 - 504993, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

**ADVANCED UTILITY SYSTEMS, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

By: _____
Peter Fanous, Executive Vice President

**Exhibit A**

**Quote dated May 30, 2017**

**Statement of Work: Conservation Module**

ADVANCED
UTILITY SYSTEMS

# Quote

| | | | |
|---|---|---|---|
| **Client** | City of Columbia | **Client Contact** | Jim Windsor |
| **Project Manager** | | **Prepared By** | Yusuf Jiwajee<br>Nazwa Salim |
| **Reference Number** | AT3054 | **Case Number** | |
| **Quote Effective Date** | May 30th, 2017 | **Client PO** | |
| **Description** | Statement of Work: Conservation Module | | |

## Estimate

The costs related to successfully completing the SOW is estimated to be a total of $38,000.00 USD. The time required to successfully complete the SOW is estimated at 400 hours, charged at a rate of $190.00 per hour. However, the City of Coumbia will receive a 50% discount on this SOW as part of the Conservation Module alpha testing program. After the 50% discount, this SOW is estimated to be 200 hours, charged at a rate of $190.00 per hour. The breakdown for the SOW is as below:

| Services | Quantity/Hours | Rate | | Total |
|---|---|---|---|---|
| Initial Analysis | 25 | 190 | $ | 4,750.00 |
| Data Conversion | 50 | 190 | $ | 9,500.00 |
| Configuration | 50 | 190 | $ | 9,500.00 |
| Consulting &Testing | 50 | 190 | $ | 9,500.00 |
| Documentation | 12 | 190 | $ | 2,280.00 |
| Project Management | 13 | 190 | $ | 2,470.00 |
| ***Sub-Total*** | ***200*** | | ***$*** | ***38,000.00*** |
| **Total** | | | **$** | **38,000.00** |

## Client Description

The City of Columbia has requested for a Statement of Work to implement the Conservation Module available in CIS V4.

## Proposed Solution

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

- Conduct a discovery process on Columbia's current conservation initiatives
- Convert Required data into CIS
  - Configure necessary control forms to implement Conservation Module
- Resolve functionality and usability issues identified by Columbia

## Assumptions

The following lists the assumptions made for this specific SOW:

- In the event additional hours are required to effectively complete this, a request will be made for the amount of hours needed
- If the TEST system is refreshed, you will be responsible for all costs associated with redoing the necessary configuration

## Payment Terms

This SOW will be invoiced monthly on the basis of actual hours of work, rounded-up to the nearest one (1) hour, to the completion of the proposed solution.

### Conditions

The following assumptions have been made to complete the necessary details within this SOW

- Advanced, under this SOW, will lead and perform the required activities to implement this SOW
- In the event the scope changes and additional development work is required, additional hours will be required
- Specified hourly rate pertains only to work performed during Advanced's regular business hours
- If desired by Client, Advanced may execute a portion of this SOW during extended, weekend or holiday hours at a premium hourly rate of $350
- 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
- Except as amended by this SOW, the Master Agreement shall continue unamended in full force and effect
- 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
- Each party hereto confirms and agrees that this SOW does not constitute a waiver of any breach of any term, representation, warranty or condition of the Master Agreement on the part of the other party

### Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, the Client shall reimburse Advanced all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $90.00/hour to be capped at 5 hours per trip; meal expenses not more than $70.00 per diem that includes all meal, food and telecommunications expenses (no receipts will be provided); and mileage charges.

**Escalation Process**

Several processes may trigger the escalation process, including 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, fax, or registered mail), 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. Engagement Resource (Technical Specialist, Implementation Specialist, Application Consultant)
2. Engagement Manager (Project Manager)
3. Engagement Sponsor (Manager of Client Services)

**Standard of care/warranty disclaimer**

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

## Notes

- This quote is valid for 45 calendar days from the date of issue and supersedes any previous offers related to services outlined
- The hours provided within this SOW are estimates only and the client will be advised if the hours are to exceed the estimate above
- Additional work will be charged at the above noted hourly rate and in minimum increments of one (1) hour for all SOWs

## Authorization

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

| Authorized by City of Columbia: | Authorized by Advanced Utility Systems: |
|---|---|
| | Y. H. Jinjee<br>May 30th 2017 |
| Name/Date | Name/Date |