CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Advanced Utility Systems, a division of N. Harris Computer Corporation
Solicitation No./Event ID:	20130010
Solicitation Title/Event Name:	Software Utility Billing – Software Implementation Services Agreement
Contract Award Date:	3/11/2013 & 5/14/2018
Initial Current Contract Term:	3/11/2013 – 5/14/2018
Current Contract Expiration Date (SOW TS 50458):	5/14/2023
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	$1,124,500.00 & $468,601.84 for annual maintenance costs for 5 years
Current Contract Amended Amount:	$1,982,945.49
Requested Financial Change Amount:	$83,600.00
New Contract Amount:	$2,066,545.49
Amendment No.:	4
Amendment Type:	**Increase of Commodities**

Summary of Contract Amounts:

- $1,124,500.00 = Original Infinity CIS V3 Implementation (2013)
- $468,601.84 = Maintenance for Infinity CIS V3 (2013 - 2017)
- Amendment #1 approved 04/04/2018
  - $50,000 + $48,000 + $65,704.10 = $163,704.10
- Amendment #2 approved 07/05/2018
  - $180,500.00 + $23,766.47 = $204,266.47

- Amendment #3 approved 01/14/2019
  - $21,873.08
- Amendment #4 (New amendment waiting approval)
  - $83,600.00

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The costs related to successfully completing the SOW is estimated to be a total of **$83,600.00** USD.

Description

City of Port St. Lucie, a Florida municipal corporation ("PSL" or "City") is requesting a statement of work from Advanced Utility Systems, a division of N. Harris Computer Corporation (Advanced) a two-way Integration between CIS Infinity (Advanced) and Cityworks Asset Management System (Woolpert) to synchronize the Service Order (CIS infinity)/Work Order (Cityworks) information between the two systems depending upon various use cases.

Proposed Solution

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

- A Project Manager (PM) from Advanced will be provided to:
  - Lead weekly project meetings to discuss status, address questions, and provide direction on outstanding activities
  - Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks, and budget
  - Create and update project schedule
  - Manage efforts of the Advanced staff and coordinate project activities with the PSL Project Manager
- Following scenarios will be covered as a part of this solution:
  - **CIS to Cityworks Service Order Operations**: When creating or canceling a Service Order, CIS will post the Service Order details to Cityworks as **the same Service Order codes exists for CIS as well as Woolpert.** Operations that will be covered in this scenario are:
    - ✦ Adding a new Service Order
    - ✦ Closing a Service Order (Completing or Canceling)
  - Functionality to exchange Service Orders updates, while the Service Order is still active, is not required.
  - **Cityworks to CIS Service Order Operations:** When a CIS linked Work Order in Cityworks is added or updated in Cityworks, Cityworks will post the Service Order updates to CIS Infinity. Operations that will be covered in this scenario are:
    - ✦ Adding a new Work order
    - ✦ Completing a Work Order (Completing or Canceling)
    - ✦ Updates while the Work Order is still active (Updates to 'Progress Notes' in CIS)
  - **Cityworks to CIS Meter Operations:** When meter operations are completed on a CISlinked work order in Cityworks, Cityworks will post the meter operation(s) to CIS Infinity. Operations that will be covered in this scenario are:

- ✦ Add Meter
- ✦ Remove Meter
- ✦ Exchange Meter (Remove an old meter and Install a new one)
- ✦ Please note that Remote only/ERT only change functionality is not covered in this scenario and will not be a part of the implementation as discussed between AUS and PSL.
  - ⬦ **CIS to GIS Meter:** As per recent discussions between AUS and PSL, REST API can be used to get the meter information from CIS.
    - ✦ The advantage of using the REST API to get the meter information over using a view is that this solution eliminates the need of making sure certain fields are a part of the view as all of the meter related data will be available for Cityworks to access.

Assumptions

The following lists the assumptions made for this specific SOW:

- CIS and GIS water meter records (and inventory) will be synchronized prior to the first run of the integration

- Customer/Account data will not be synchronized between CIS and Cityworks. CIS will send the required customer/account information to while making a call to create the new Work Order in Cityworks and Cityworks will pull the customer/account information from GIS when posting a new Service Order in CIS

- Woolpert will provide a custom API for CIS to post service order information. CIS requests posted to the Woolpert API will be queued in Cityworks.

- Any feature not explicitly stated in this document and any work required by the GIS system is considered out of scope

- 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 72 hours prior to the system refresh, Port St. Lucie 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: Signed SOW Received	$16,500
MP2: Integration with Cityworks for Service Orders on one Test Environment	$16,500
MP3: Integrating the API for GIS Meter on one Test Environment	$16,500
MP4: Delivery of Integration in the Production Environment	$16,500
MP5: Project Management for Month 1	$4,400
MP6: Project Management for Month 2	$4,400
MP7: Project Management for Month 3	$4,400
MP8: Project Management for Month 4	$4,400

	Total	$83,600

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of $380
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Port St.Lucie systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Port St.Lucie's CIS needs. All development work completed by Advanced will be communicated, in advance, to Port St. Lucie's Project Manager so that Port St. Lucie's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Port St. Lucie and are not in scope

Expenses

Upon written consent by the City and pursuant to Florida law and applicable City policy, 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 will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

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. For clarity, any software or APIs provided to the City by Advanced pursuant to this SOW are provided 'as is' and without warranty of any kind.

Limitation of Liability

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

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

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

The City's liability in all instances shall be limited to the monetary limits set forth in Section 768.28, Florida Statutes. Nothing contained in this Agreement shall be deemed a waiver of the City's sovereign immunity, whether by contract or by law

Termination

In the event this SOW is terminated or abandoned by either party, the City shall pay Advanced for all services performed up to and including the effective date of termination on a time and material basis.

Notes

- 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.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: **(PLEASE TYPE OR PRINT)**	Advanced Utility Systems, a division of N. Harris Computer Corporation
Authorized Signature:	*Y. H. Jiwajee*
Printed Name and Title of Person Signing:	Yusuf Jiwajee Sr. Director, Customer Success
Date:	Jun 16, 2022
Company Address:	2235 Sheppard Ave E (Suite 1400), Toronto, ON, M2J 5B5

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984