

**ADVANCED
UTILITY SYSTEMS**

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Statement of Work

Las Virgenes Municipal Water District

SOW ID: **Budget Billing**

Date of distribution: September 22, 2015

Distribution: **Advanced Utility Systems**
Geoff Northcote
Tanika Naccarato

Las Virgenes Municipal Water District
Andrew Spear



Statement of Work

Las Virgenes Municipal Water District

Advanced Utility Systems (Advanced) is pleased to provide the following quotation for providing Professional Services to the Las Virgenes Municipal Water District (Las Virgenes).

This Statement of Work (SOW) is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined below.

Introduction / purpose

The primary purpose of this SOW is to transition to Budget based billing.

Objectives / deliverables

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

- Conduct discovery and analysis session to define requirements
- Configure and Populate system with climate zone values
- Create Billing factors for each zone in Billing factor control tables
- Create import process using Advanced Interface Manager to import daily ETo's to billing factor tables
- Modify existing formulaproc functions to calculate indoor and outdoor budgets and store in budget table
- Modify billing formulas to reflect new billing calculation
- Testing and Consultation
- Migration to Production
- Post-Live monitoring



Costs & time requirements*

The costs related to successfully completing the SOW is estimated to be \$45,500.00 USD.

The time required to successfully complete the SOW is estimated at 260 hours, charged at a rate of \$175.00 per hour.

| | |
|---|----------------|
| Discovery and Analysis | 20 hrs |
| Data Update | 10 hrs |
| Creation of Billing factors and Multipliers | 5 hrs |
| Modifications to budget formulaproc functions | 40 hrs |
| Creation of billing formulas | 40 hrs |
| Rate modifications | 35 hrs |
| Testing and QA | 60 hrs |
| Creation of AIM interface for import of ETo factors | 50 hrs |
| TOTAL | 260 hrs |



Terms & conditions

Payment terms

A deposit of 50% of the overall SOW is required at the time of signing.

The balance of the 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 objectives/deliverables.

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 only include the stated development work. In the event the scope changes and additional development work is required additional hours will be required.
- 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 objectives/deliverables;
- 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;
- If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$55 per weekday, and \$110 per weekend day or holiday which will be billed to Client, and 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;
- The hours provided within this SOW are estimates only; 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;
- 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. In addition to the non-refundable 50% deposit, Client is responsible for the payment of any/all hours utilized above the 50% threshold, 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

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Las Virgenes Municipal Water District
Reference ID: AT5789



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.

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.



Authorization

Estimated cost of SOW: \$45,500.00 USD _____

Accepted by (signature): _____

Name (please print): _____

Date: _____