

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

PW123008-14

Date: 12/30/08

Project Name & Number: Utility Billing System Software

CIP #:

Project Description: Updating and configuration of the City's utility billing system as required to implement the City's newly adopted water and sewer utility rates.

Consultant: Advanced Utility Systems

Original Contract Amount: \$14,490.00

Original Contract Date: Dec. 30, 2008

Original Completion Date: Feb. 1, 2009

Addendum No:

Amendment Description:

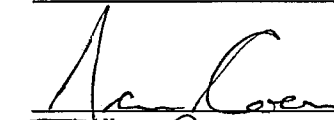
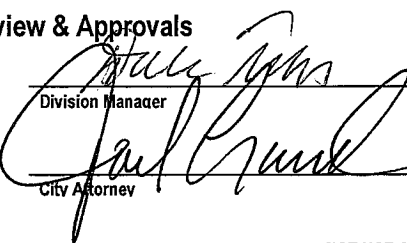
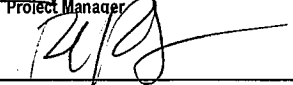
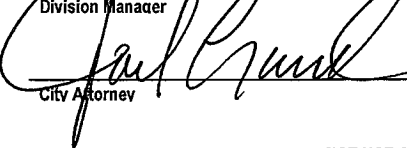
Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$7,245.00	7014	4225	602	
\$2,415.00	7071	4225	604	
\$2,415.00	7072	4225	604	
\$2,415.00	7073	4225	604	
\$14,490.00	Total			

Agreement Review & Approvals

	12-19-08		12-19-08
Project Manager	Date	Division Manager	Date
	12-19-08		12-19-08
Department Director	Date	City Attorney	Date

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Appropriation	Date	Initials	Approved	
Appropriation	12/19/08	JB	(Y)	N
Cash Flow			Y	N

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAPID CITY
AND ADVANCED UTILITY SYSTEMS FOR UPDATING THE CITY'S UTILITY
BILLING SYSTEM NEEDED TO IMPLEMENT THE CITY'S NEWLY ADOPTED
UTILITY RATES.**

This memorandum of understanding is entered into between the CITY OF RAPID CITY, 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City," and ADVANCED UTILITY SYSTEMS, 2235 Sheppard Ave. East, Suite 1400, Toronto, Ontario M2J 5b5, herein after referred to as the "Consultant."

RECITALS

WHEREAS, the City and Consultant previously entered into a Software License, Implementation and Support and Maintenance Agreement (the "Agreement") on October 2, 2006 by which the Consultant provided the City its current utility billing software; and

WHEREAS, the City has adopted new utility rates which need to be incorporated into the City's utility billing software; and

WHEREAS, the Consultant has agreed to perform the work necessary to upgrade the City's current software by incorporating the new rate structure; and

WHEREAS, the scope of the work required to upgrade the software is not covered under the standard maintenance and support provisions of the Agreement; and

WHEREAS, the purpose of this memorandum of understanding is to supplement the Agreement and specify under what terms and conditions the Consultant will perform the necessary software upgrade.

NOW THEREFORE, the parties hereby agree as follows:

1. The Consultant will perform all work necessary to configure the City's current utility billing software to implement the City's new rate structure. Such work will be done in accordance with the "Statement of Work" dated December 18, 2008, which has been attached hereto and incorporated herein as Exhibit A.
2. For this work, the Consultant will bill the City per the rates specified in Exhibit A in an amount not to exceed \$14,490.00. The City shall only pay for work actually performed, at the rates specified. Reimbursable expenses identified in Exhibit A shall be included in the amount not to exceed. The Consultant will need the authorization of the City, in writing, if the work actually performed, plus reimbursable expenses, is going to exceed the amount specified. The amounts charged by the Consultant, for any work performed pursuant to Exhibit A, shall be invoiced and billed separately from any other charges to the City.
3. This memorandum is supplemental to the Agreement and is not meant to replace it. All terms and conditions of the Agreement shall remain unchanged. The sole purpose of this

memorandum is to specify the terms by which the Consultant will perform additional work not specifically covered under the Agreement.

4. Organization is responsible for all testing and to ensure all issues are reported back to Consultant in a timely manner. Organization takes full responsibility in ensuring all rates are properly tested and that all issues communicated.

DATED this _____ day of _____, 2008.

CITY OF RAPID CITY

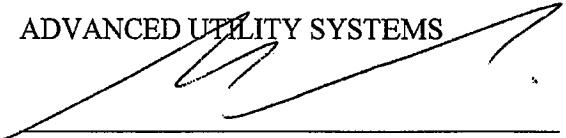
Mayor

ATTEST:

Finance Officer

(SEAL)

ADVANCED UTILITY SYSTEMS



By: Steven Hammond

Its: General Manager

**ADVANCED
UTILITY SYSTEMS**

a Division of N. Harris Computer Corporation

2235 Sheppard Ave East, Suite 1400

Toronto ON M2J 5B5

Phone (416) 496-0149

Fax (416) 496-3910

Statement of Work

City of Rapid City

**** Amended ****

SOW ID:	Rate Change – Onsite Resource
Date of distribution:	December 18, 2008
Distribution:	Advanced Utility Systems Peter Fanous Marsha Brown
	City of Rapid City Connie Namanny Dan Coon

Statement of Work

City of Rapid City

Advanced Utility Systems (Advanced) is pleased to provide the following quotation for providing Professional Services to the City of Rapid City (Rapid City).

This Statement of Work (SOW) is valid for 120 calendar days from the date of issue and supersedes any previous offers related to services outlines below.

Introduction / purpose

The primary purpose of this SOW is to provide assistance in adjusting the rates as outlined in the service wise item AT3442 within CIS Infinity.

Objectives / deliverables

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

- Make a copy of all existing rates to be used as the starting point for all new rates (with a new effective date)
- Configure all new Rates as per attachment in Service Wise AT3442. The details will need to be finalized with Rapid City once all rates have been approved.
- Bill Print Modifications, if necessary
- Quality Assurance & Testing Support

Expected results / benefits

At the successful conclusion of the SOW, Rapid City will be able to utilize the adjusted rates within CIS Infinity. Once a signed SOW is sent back, a resource will be assigned to this project in order to ensure all deadlines are met.

Cost & time requirements *

The costs related to successfully completing the SOW is estimated to be \$10,500.00.

The time required to successfully complete the SOW is estimated to be 70 hours, charged at a rate of \$150.00 per hour plus estimated travel expense of \$3,990.00.

* Net of applicable taxes and expenses

Assumptions

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

ADVANCED
UTILITY SYSTEMS

- Advanced, under this SOW, will lead and perform the required activities to implement the SOW
- This SOW can be invoiced monthly on the basis of actual hours of work to the completion of the project
- This SOW is based on the information provided in the Service Wise item AT3442 dated November 12, 2008. Once the final rates are approved they will need to be reviewed by Advanced and Rapid City will be advised if an amended SOW will be required.
- If advised by Advanced, Rapid City will complete a refresh of their TEST environment prior to the commencement of work under this SOW.
- Rapid City 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 \$50 per weekday, and \$100 per weekend day or holiday which will be billed to the utility, and will not be required to submit receipts. All other expenses will continue to be billed on actuals (i.e., airfare, hotel, car rental, fuel, mileage, travel time etc.).
- The hours provided within the SOW are estimates only; Rapid City will be advised if the hours are to exceed the estimate above. Additional hours will be charged at a rate of \$150.00 per hour. An amended SOW will be issued.
- Notice of cancellation of work under this SOW must be received in writing; all hours utilized prior to receiving the request for cancellation will be invoiced

Terms & conditions

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: \$10,500.00 USD plus travel estimated expenses of \$3,990

Accepted by (signature): _____

Name (please print): _____

Date: _____

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

Estimate of Travel Expenses for City of Rapid City in January 2009

Accommodations (Sun - Sat)	\$ 800.00
Airfare	1,350.00
Rental Car and Fuel	440.00
Meals (per diem)	380.00
Parking and Mileage	270.00
Travel Time	750.00
	<u>\$ 3,990.00</u>