



COF Contract No. 2017-0177
Amendment 1

Services Change Order

This Time and Materials Services Change Order ("Change Order" or "Order") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between **Infor (US), Inc.** ("Infor") and **FRANKLIN, CITY OF** ("Licensee") with an Effective Date of **6/30/2017** (the "Services Agreement") and constitutes a change to the Services Work Order identified below by Work Order Number ("Work Order"). All terms of the Services Agreement and Work Order are incorporated herein by reference. Capitalised terms not defined in this Change Order are defined in the Services Agreement or Work Order. In the event of a conflict, the terms of this Change Order control over the terms of the Services Agreement and Work Order. Unless otherwise specified in this Change Order, the services, scope and estimated fees specified herein are incremental to the Work Order.

Effective Date of Change Order: date of final signature below
Original Work Order Date: 6/30/2017
Change Order Number: CO-1
Original Work Order Number: AGR.17406
Prepared by: Lawrence Clevestine

Project Name: Hansen Utility Billing Conversion

Description of Services to be Provided

Infor Services to provide consulting assistance for the data conversion for Hansen Utility Billing. Services to correct the payment and credit posting post conversion, and set the system to normalcy.

General Assumptions and Obligations

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.
3. For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
COE Sr Consultant Offshore	160.00	90.00	14,400.00

Grand Total	14,400.00
Currency	US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **8/18/2017**.

Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 30 days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

LOCATIONS: Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below. A minimum of 1/2 day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

Licensee Site Addresses :

PO BOX 305
FRANKLIN TN 37065-0305
United States

THE PARTIES have executed this Order through the signatures of their respective authorized representatives.

Infor (US), Inc.

FRANKLIN, CITY OF

DocuSigned by:
Signature : *Keith Anderson*
CC7E4791FE09410
KEITH Anderson

Signature : *Eric S. Stuckey*
Printed Name : *Eric S. Stuckey*
Title : *City Administrator*

Printed Name :
Title : VP, Finance
Address :
13560 Morris Road
Alpharetta
GA 30004
USA

Address :
PO BOX 305
FRANKLIN TN 37065-0305
United States

Signed Date : July 28, 2017 | 5:02:39 PM EDT

Signed Date :

Purchase Order Number :

Invoice Mailing Address if different from:

PO BOX 305
FRANKLIN TN 37065-0305
United States

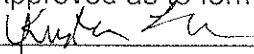
Company Name :
Contact Name :
Address :

Phone :
 Email Address :

INTERNAL USE ONLY

Primary Product : Hansen Products
 Existing Project ID :
 Opportunity ID : OP-02369458

ICS Approval ID: AGR.22074
 Existing Project Manager :
 Internal ID:

Approved as to form by:

 Kristen L. Corn, Assistant City Attorney

The hours and rates listed aside the resource role(s) in the table below represent the "Resource Model" and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule. Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.

ICS Consultant, Assoc.	150.00
ICS Consultant	205.00
ICS Consultant, Sr.	215.00
ICS Consultant, Principal	230.00
ICS Consultant, Sr. Principal	245.00
ICS Solution Architect	240.00
ICS Project Manager, Assoc.	230.00
ICS Project Manager	245.00
ICS Project Director	280.00
ICS Sr. Project Director	315.00
COE Consultant Offshore	60.00
COE Sr Consultant Offshore	90.00
COE Pr Consultant Offshore	105.00
COE Project Admin Offshore	45.00
COE Project Manager Offshore	90.00
COE Project Director Offshore	115.00