AMENDMENT NO. 1
to the
2017 MASTER SERVICES AGREEMENT

This Amendment No. 1 is made as of the _____ day of _____, 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 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 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 **May 30th 2017**
Name/Date	**Name/Date**