

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTUAL SERVICES
PUBLIC WORKS MANAGEMENT SOFTWARE (IWORQ SYSTEMS, INC.)

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF CARSON ("City") and iWorQ Systems, Inc., a Utah corporation, ("Consultant") is effective as of the 17th day of July, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 15, 2017, ("Agreement") with a contract period of one year, whereby Consultant agreed to install and provide Public Works Applications/Software Services in the form of software modules.

B. City and Consultant desire to amend the Agreement to add an additional Permit Management Module which will track the contractor permit application process, which is more particularly described in Exhibit "A" of this Amendment.

C. City and Consultant further desire to amend the Agreement for the 1st time in order to extend the term of the Agreement so that it expires on February 1, 2019, and to increase the contract sum of the Agreement such that it reflects the costs of the additional term of the Agreement and the additional services described in Exhibit "A" of this Amendment.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 2.1 of the Agreement is hereby amended in its entirety as follows:

"Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty Eight Thousand Four Hundred Dollars (\$48,400.00) ("Contract Sum")."

B. Section 3.4 of the Agreement is hereby amended as follows (strikethrough represents deleted language while ***bold italics*** represents added language):

"Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***or until February 1, 2019, whichever occurs first*** ~~but not exceeding one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit D)."

C. Exhibit "A" of the Agreement is hereby replaced in its entirety with Exhibit "A" of this Amendment.

D. Exhibit "C" of the Agreement is hereby replaced in its entirety with Exhibit "C" of this Amendment.

E. Exhibit "D" of the Agreement is hereby amended to include Exhibit "D" of this Amendment.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONTRACTOR:

iWorq Systems, Inc., a Utah corporation

By:_____
Name: Garyn Perrett
Title: CEO

By:_____
Name: Adam Laing
Title: VP Business Development

Address: 1125 W. 400 N.
Suite 102
Logan, UT 84321

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following:

- A. Consultant shall prepare and provide the City with a “Tree Management Module” which shall:
 - 1. Be available on any computer, tablet, mobile device using the Chrome Browser
 - 2. Be able to track a single asset
 - 3. Be able to track coordinates and location on OpenStreetMap
- B. Consultant shall prepare and provide the City with a “Citizen Engagement with Mobile App” which shall
 - 1. Be robust and available for Android and iOS
 - 2. Be available on any computer, tablet or mobile device using Chrome Browser
 - 3. Include a web form/link for city website
 - 4. Include configurable fields for simple data entry
 - 5. Include citizen account creation and request tracking
 - 6. Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal
 - 7. Include tools for tracking internal and external requests
 - 8. Include robust reporting capabilities
 - 9. Be able to upload images and pdf files
 - 10. Track request location with X, Y coordinates
- C. Consultant shall prepare and provide the City with a “Facilities Management Module” which shall
 - 1. Be available on any computer, tablet, or mobile device using Chrome browser
 - 2. Track assets such as HVAC, plumbing, electrical, elevators, etc.

3. Track work orders for employee cost, inventory, and purchase orders
 4. Track maintenance schedules
 5. Include Inventory Management
 6. Include a user-friendly dashboard
- D. Consultant shall prepare and provide the City with a “Fleet Management Module” which shall
1. Be available on any computer, table, or mobile device using Chrome browser
 2. Include fuel log tracking and uploads
 3. Track work orders for employee cost, inventory, and purchase orders
 4. Track maintenance schedules
 5. Include Inventory management
 6. Include a user-friendly dashboard
- E. Consultant shall prepare and provide the City with a “Public Works Package” which shall
1. Include the following modules:
 - a) Work Management Module
 - b) Sign Management Module
 - c) Pavement Management Module
 2. Be available on any computer, tablet, or mobile device using the Chrome browser
 3. Track and manage work by location using OpenStreetMap
 4. Include work orders scheduling and templates
 5. Track inventory, parts, material
 6. Include Sign Management with OpenStreetMap
 7. Include Pavement Management with OpenStreetMap

- F. Consultant shall prepare and provide the City with a “Permit Management Module” which shall
 - 1. Be available on any computer, tablet, or mobile device using Chrome browser
 - 2. Include OpenStreetMap functionality
 - 3. Include Consultant portal, contractor licensing, and a configurable web link for citizens and contractors
 - 4. Include quarterly parcel uploads
 - 5. Include up to 10 custom letters/permits/forms
 - 6. Provide any required and related setup and data conversions
- G. Consultant shall prepare and provide the City with an “Online Applications Package” which shall
 - 1. Include up to 5 configurable application forms
 - 2. Include iTransact for card processing and online payments
 - 3. Include a Premium Data Package for data storage and upload (25 megabyte upload and 100 gigabyte total file storage)
 - 4. Provide any required and related setup and data conversion
- H. Consultant shall provide onsite backup services by sending a *.BAK on a scheduled basis to an FTP server maintained by the City and on a schedule agreed upon in writing between the parties.
- I. Consultant shall provide a “Premium Data Package” for all modules and software provided under this Exhibit shall include 25MB file upload size and 100GB total storage.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. N/A

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. Upon request by the Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found reasonably satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Nikki Ethington
- B. John Hansen
- C. Alex Leo

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

	RATE	TIME	SUB-BUDGET
A. Tree Management Module	N/A	N/A	\$1,172.00
B. Citizen Engagement with Mobile App	N/A	N/A	\$4,000.00
C. Facilities Management Application	N/A	N/A	\$2,500.00
D. Fleet Management Application	N/A	N/A	\$2,500.00
E. Public Works Package	N/A	N/A	\$4,000.00
F. Backup Management – Annual Cost	N/A	N/A	\$500.00
G. Permit Management Module	N/A	N/A	\$4,250.00
H. Online Application Package	N/A	N/A	\$2,250.00
I. Premium Data Package – 25 Mb Upload/100 Gb Storage	N/A	N/A	\$1,228.00
J. Cyber Liability Insurance	N/A	N/A	\$5,000.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A. Line items for all the work performed**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**

- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$48,400.00, as provided in Section 2.1 of this Agreement.**
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1. N/A**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

FOR THE MARCH 1, 2018, THROUGH FEBRUARY 1, 2019, TERM

- I. Consultant shall perform all services timely in accordance with the following schedule:**

	<u>Day to Start Set-Up</u>	<u>Deadline Date</u>
A. Public Works Package	Ongoing	December 2018
B. Citizen Engagement	Complete	N/A
C. Fleet Management	Complete	N/A
D. Facilities Management	April 2018	December 2018
E. Tree Management	June 2018	December 2018
F. Permit Management Module	August 2018	October 2018
G. Online Applications Package	October 2018	October 2018
H. Misc/Make-up	Ongoing	Ongoing

NOTE: Implementation timelines are contingent on the city staff.

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

A. N/A.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**