

**AMENDMENT NO. 1 TO AGREEMENT NO. C2016-229**

*Agreement for Services for Work Order and Asset Management CMMS Software Implementation, Licensing, and Hoisting with Lucity, Inc.*

City Budget Code: 30101-57601-MS14PW01-57601  
 53010-57601-WA11PW01-57601  
 53010-57601-WA12PW01-57601

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2016-229, entitled Agreement for Services for Work Order and Asset Management CMMS Software Implementation, Licensing, and Hoisting with Lucity, Inc. ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and TriTech Software Systems, Inc., a CentralSquare Technologies company ("**Consultant**"), is effective on the Effective Date identified on the signature page.

**RECITALS**

A. City and Consultant entered into the Agreement, effective September 15th, 2020, for an amount not to exceed \$57,600.00, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including performing various professional services related to on-going software technical support and maintenance items outlined in Exhibit A of this Amendment and to the scope of services in the Agreement. City and Consultant previously entered into Amendment No. 2016-229 to the Agreement, effective July 15th, 2020.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. **SCOPE OF ADDITIONAL SERVICES.** Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$ 57,600.00. The cumulative total compensation payable to the Consultant will not exceed \$382,600.00 without prior written authorization from the City (based on \$ 325,000.00 for the original Agreement and any prior amendments thereto, plus \$ 57,600.00 for this Amendment).

4. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective

legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

By: \_\_\_\_\_  
*Julie B. Lucido, Public Works Director*

**ATTEST:**

\_\_\_\_\_  
Tiffany Carranza, City Clerk

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Joy Riesenber, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney

**CONSULTANT:**  
**TriTech Software Systems, Inc.**

By: \_\_\_\_\_  
Danilo Gargiulo

DocuSigned by:  
\_\_\_\_\_  
Barry Medintz  
3EE5CC45504B4FF

## EXHIBIT "A"

## SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified times:

**Professional Services****Installation & Configuration**

Product Name	Amount
Remote Security Setup	1,440.00
<b>Total</b>	<b>1,440.00</b>

**Technical Services**

Product Name	Amount
Remote Data Conversion	2,880.00
Remote Desktop	1,440.00
Remote Asset Management	7,200.00
Remote GIS	5,760.00
Onsite Go Live Parks	2,880.00
On-Site Go Live Public Works	2,880.00
<b>Total</b>	<b>23,040.00</b>

**Consulting**

Product Name	Amount
Remote Discovery	4,320.00
Onsite Follow Up	4,320.00
<b>Total</b>	<b>8,640.00</b>

**Training**

Product Name	Amount
Remote Admin Training	2,160.00
<b>Total</b>	<b>2,160.00</b>

**Project Management**

Product Name	Amount
Asset Management - All Other Project Management	5,220.00
<b>Total</b>	<b>5,220.00</b>

<b>Total Professional Services</b>	<b>40,500.00</b>
------------------------------------	------------------

**Travel & Living Expenses**

Product Name	Amount
Public Admin Travel & Living Expenses Estimate	7,500.00
<b>Total</b>	<b>7,500.00</b>

Summary

Product/Service	Amount	
Professional Services	40,500.00	
Subtotal	40,500.00	USD
Total	40,500.00	USD
Travel & Living Estimate	7,500.00	USD
Total inclusive of any maintenance, travel & living	48,000.00	USD

Professional Services Fees shall be due as incurred on a time and materials basis.