

ORIGINAL

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this ____ day of August, 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and LUCITY, INC., a Kansas corporation whose address is **10561 BARKLEY, SUITE 100, OVERLAND PARK, KANSAS, 66212**, hereinafter called the Consultant, in reference to the following:

RECITALS:

A. On June 10, 2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. City and Consultant desire to modify the Agreement to extend the term and contract amount to include authorizing the services in Phase 3 and 4 of the original scope and adding fleet implementation services, on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Page 1, Item 2, SERVICES TO BE PERFORMED, of the Agreement is modified to add the following:

"Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A1" as requested. The Consultant acknowledges that the work plan included in Exhibit "A1" is tentative and does not commit the City to request Consultant to perform all tasks included therein."

2. Page 2, Item No. 3, COMPENSATION TO CONTRACTOR, Paragraph 1, 2 and 3 of the Agreement is modified to add the following:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A1" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from accounts 5430663, 91014, 90665, 5430854 and 91139."

"Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "A1" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using the rate schedule in Attachment 2 of Exhibit "A1" schedule."

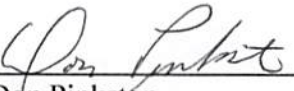
"Compensation for this First Amendment to agreement is \$66,750."

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

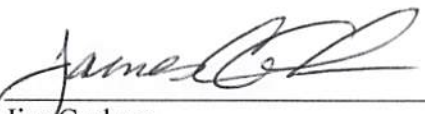
LUCITY, INC.
A Kansas Corporation

CITY OF ALAMEDA
A Municipal Corporation



Don Pinkston
President

Elizabeth D. Warmerdam
Interim City Manager




Jim Graham
Vice President

RECOMMENDED FOR APPROVAL:



Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Penick
Assistant City Attorney

AMENDMENT SCOPE

The scope of this amendment includes the work specified in Phase 3 and Phase 4 of the original contract scope and the additional scope, noted below, to implement the City's Fleet Services into Lucity. The work involved in Phase 3 and Phase 4 is not restated in this amendment scope but rather incorporated by reference. Exhibit 1 below contains the budget amounts for Phase 3, Phase 4, and Fleet Services.

1.1 WORKFLOW DESIGN AND CONFIGURATION FOR

1.1.A KICKOFF MEETING

To initiate the project, we will facilitate a "Kickoff Meeting" (convened remotely via WebEx conferencing) that will include:

- Introductions of Project Team members
- Development of a project contacts list
- Review of the project scope including tasks, deliverables, schedule, milestones, and payment schedule
- Review of project reporting details, including:
 - Format for on-site and remote meeting agendas
 - Format for Trip Reports following on-site activities
 - Format for Follow-up Memos related to remote activities

1.1.B DISCOVERY WORKSHOP

We will conduct a "Discovery Workshop" (remotely via WebEx) to solicit, review and assess input from City staff for configuring the Lucity MMS.

Lucity Workshop topics will include:

- Discussion of industry best practices and current ("as-is") and desired ("to be") business processes, user workflows, and PM activities/schedules; appropriate legacy data for conversion/migration; and relevant documents/forms/reports and related software applications
- Demonstrations of how the MMS can support those best practices, desired processes and workflows, activities, data and documents through the capabilities (configuration, functionality, tracking and reporting) of the Lucity products
- Identification of the various user types and roles, and discussion of MMS access and privileges for each to be supported through the Lucity Security capabilities
- Discuss audit tracking and reporting (operational and managerial) requirements

Based on the knowledge acquired from the Discovery Workshop, we will align the Department needs for the MMS with capabilities of the Lucity products. Results and configuration recommendations will be developed, including:

- Those specific practices, processes and workflows, activities, data and documents to be supported by the MMS

- Any alterations to processes and workflows that could be made to take best advantage of the MMS capabilities
- Details of the initial MMS configuration for:
 - Formalizing data input, display, query, report and exchange requirements
 - Setting up the architecture and standards of the work management capabilities to effectively and efficiently organize, manage and track service requests, activities (work orders and PMs), and resources (employees, equipment, contractors, materials and parts)

With the City's approval of our recommendations, we will initially configure the MMS using the applications, parameters and settings available with the Lucity products for customization. These include:

- The Lucity UI Administrator application, used to configure MMS security and personalize the various web applications for users (by group or individual)
 - Dashboards with specific desired real-time MMS content
 - Specific data views, forms, and reports for service requests and work orders
 - Employee timesheets with integration to work orders
- The Work Flow Setup module of the Lucity Work Administrator product, used to:
 - Create a hierarchal structure of "Categories" by which service requests and work orders are organized, managed and tracked
 - Create lists of "Problems", "Causes", "Tasks" and "Resources" for assignment to various Categories
 - Assign detailed information to Resources
 - Create templates for "Notifications" that can be automatically dispatched with service requests and work orders
 - Designate "Exclusion Days" on which work orders will not be automatically generated for scheduled Tasks
- The PM/Work Template module of the Work Administrator product, used to create work order templates for recurring Tasks and apply schedules for PM Tasks
- Field properties settings, used to define specific parameters for selected data fields

1.1.C FOLLOWUP MEETING

A "Follow-up Meeting" will be convened to assess the initial/updated MMS configuration, and identify any needed revisions. Several iterations of the MMS configurations may be necessary to fully support the Department's needs. If so we will host additional meetings with City staff to exchange information, coordinate necessary efforts, and gain approval of the final MMS configuration.

1.2 DATA LOADING

The Lucity Import & Update tool is used for loading data into LucityAM from ODBC (e.g. SQL Server), OLE, ASCII-delimited text, and XML sources. Data gathered in compatible formats by the City and delivered to the Lucity Implementation Lead will be reviewed and loaded into Lucity as applicable. It is expected that data to be loaded will include Fleet vehicles and equipment, Parts lists and other related workflow data.

The Implementation Lead will provide the System Administrator training in use of the Lucity Import & Update tool. With this training, the City may determine that loading of data from other sources is an effort that can be completed by the System Administrator.

1.3 SYSTEM INTEGRATION

1.3.A FUELING

The Lucity Import & Update tool is also designed to populate Lucity Assets solutions with data (readings, inspection results, etc.) from external systems including fueling records (Fleet).

The Implementation Lead will use the Import & Update user interface to establish data mapping with a suitable output file from the City's Fuel Master system, name and save the defined "import", and complete loading processes to verify proper operation of the interface. These imported fueling records may then be used in LucityAM to generate preventive maintenance scheduled work orders.

1.4 ACCEPTANCE TESTING

The Lucity Project Manager will notify the City's Project Manager when the implementation is ready for testing. Acceptance testing is anticipated to begin after completion of configuration, data loading and integration efforts; continue throughout the training effort; and conclude after "go-live" at such time the City deems the MMS as accepted.

1.5 TRAINING

Lucity will provide a Training Plan detailing user groups, session descriptions and durations, methods and materials, and schedule.

An outline of a Training Plan follows. The goals of the training we provide are:

- The System Administrator is reasonably self-sufficient in refining, expanding and sustaining the MMS
- Users are enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows

System Administration

Security

- Completing procedures as outlined in the Security Help Guide for adding new users, and defining user group and individual permissions for MMS access and use

Configuration

- Using the applications, parameters and settings available with the Lucity products to refine the MMS configuration

Documents

- Completing procedures for establishing links between MMS records and externally managed electronic documents
- Adding custom content to the on-line Help system via hyperlinks to externally managed information

Reporting

- Adding custom reports

Data Import/Export

- Importing data using the Data Import & Update application, and exporting data using the MMS reporting capabilities

User Production

The typical content of a Training Plan regarding user production follows.

General

- *Dashboard*: Using “Home” pages with personalized real-time MMS content
- *Filter*: Creating queries to produce specific record sets
- *Locate*: Quickly finding a specific record within the current “Filter”
- *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Browse*: Creating and exporting ad-hoc reports
- *Reports*: Using standard report templates
- *Help*: Using the on-line, context-sensitive Help system

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Producing operational and management reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Validating and transferring data from external systems (i.e. Fueling)
- Producing operational and management reports

Level of Effort and Costs for City Fleet Services Department:

Phase/Task	Effort			Cost		
	On-site		Remote	Labor	Expenses	Total
	Trip	Days	Hours			
Fleet Services						
Workflow Design & Configuration				\$ 6,400.00	\$ 1,050.00	\$ 7,450.00
Project Manager			8			
Implementation Lead	1	2	24			
Data Loading				\$ 1,600.00	\$ -	\$ 1,600.00
Implementation Lead			16			
System Integration				\$ 800.00	\$ -	\$ 800.00
Implementation Lead			8			
Acceptance Testing				\$ 800.00	\$ -	\$ 800.00
Implementation Lead			8			
Training				\$ 7,800.00	\$ 2,100.00	\$ 9,900.00
Project Manager			8			
Implementation Lead	2	4	8			
Totals	3	6	80	\$ 17,400.00	\$ 3,150.00	\$ 20,550.00

Level of Effort and Costs for Phase 3 - Streets, Signs and Signals:	\$23,100
Level of Effort and Costs for Phase 4 - Sidewalks, Medians and Trees	\$23,100
TOTAL CONTRACT AMENDMENT BUDGET	\$66,750

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy-Kansas 6300 W. 143rd Street Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 913 660-1220 FAX (A/C, No): 866 501-3940 E-MAIL ADDRESS: mwilks@holmesmurphy.com														
INSURED Lucity, Inc. 10561 Barkley, Suite 100 Overland Park, KS 66212	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty Insurance Co</td> <td>19046</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Co	19046	INSURER B: Travelers Indemnity Company	25658	INSURER C: Farmington Casualty Company	41483	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

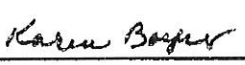
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6804D520353	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA4D520408	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP4D520826	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4177T805	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			6804D520353	10/01/2014	10/01/2015	\$1,000,000 per claim \$1,000,000 annl aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are added as additional insured on all policies except the professional liability, employers liability and workers compensation as required by written contract. A waiver of subrogation in favor of the City of Alameda applies to the general liability, auto liability and workers compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALAMEDA Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501-7558	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (IHUB-4D52067-8-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 09-11-13

ST ASSIGN: