

**FIRST AMENDMENT TO
SOLID WASTE ROUTE MANAGEMENT SOFTWARE SYSTEM
LICENSING, SUPPORT AND DATA AGREEMENT**

THIS FIRST AMENDMENT to the Solid Waste Route Management Software System Licensing, Support and Data Agreement is made by the City of Columbia, Missouri (hereinafter "City"), a municipal corporation, and Seon System Sales, Inc. dba Fleetmind Solutions, Inc. (hereinafter "Contractor"), a general corporation authorized to do business in Missouri, as of the date of the last signatory noted below. City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 2, 2022, the Parties entered into a Solid Waste Route Management Software System Licensing, Support and Data Agreement (hereinafter "Agreement") relating to the provision, installation and implementation of a solid waste route management software and hardware system (hereinafter "Contractor's System") for City's solid waste collection vehicles; and

WHEREAS, City is currently utilizing the existing Agreement to equip forty (40) of its collection vehicles out of the total fifty-one (51) vehicles contemplated in the Agreement; and

WHEREAS, City is in the process of separately obtaining thirteen (13) new collection vehicles capable of collecting solid waste via roll carts which City has need to equip with Contractor's System, and City may need to similarly equip two (2) additional collection vehicles; and

WHEREAS, City has need to increase in the Agreement the number and monthly cost of collection vehicles to be provisioned, installed and implemented with the solid waste route management software and hardware system consistent with other City vehicles in the Agreement from fifty-one (51) vehicles to fifty-five (55) vehicles; and

WHEREAS, City has need for user acceptance testing in a testing environment for up to six (6) months in order to test the integration between City's customer information and billing systems and Contractor's System; and

WHEREAS, Contractor has submitted a proposal, dated September 14, 2023, identified as Quote Q-41522-, specifying the provision, installation, and implementation of the solid waste route management software and hardware system, consistent with other City vehicles in the Agreement, for an additional fifteen (15) collection vehicles, and for user acceptance testing to test the integration between City's customer information and billing systems and Contractor's System; and

WHEREAS, the Lease Schedule between City and lessor/reseller Huntington Bank for the equipment cost is being amended separately; and

WHEREAS, the Parties desire to formally amend the Agreement to increase the provision, installation and implementation of the solid waste route management software and hardware

system to City's collection vehicles consistent with other City vehicles in the Agreement from fifty-one (51) vehicles to fifty-five (55) vehicles, and to add user acceptance testing to test the integration between City's customer information and billing systems and Contractor's System.

AMENDMENTS

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the Parties, the Parties, pursuant to paragraph 7.10 of the Agreement, agree to amend the Agreement as follows:

1. Section 3.4 (a) Annual Not to Exceed Amount is deleted in its entirety. In its place, a new section 3.4 (a) is included, as follows:

(a) It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed **One Hundred Forty-Five Thousand Dollars (\$145,000)** in an annual year, unless otherwise agreed to by both Parties in writing executed as an amendment to this agreement.
2. Exhibit A, Scope of Work, shall be amended to add the products and services set out in Contractor's proposal dated September 14, 2023, identified as Quote Q-41522-, and attached hereto as Attachment 1, and to reflect a total quantity change from fifty-one (51) to fifty-five (55) collection vehicles, and to add user acceptance testing to test the integration between City's customer information and billing systems and Contractor's System.
3. Exhibit B, Pricing, Section 1, shall be amended to add the pricing set out in Contractor's proposal dated September 14, 2023, identified as Quote Q-41522-, and attached hereto as Attachment 1, including reflecting a total quantity change from fifty-one (51) to fifty-five (55) collection vehicles, and a monthly cost increase from eight thousand one hundred thirty four dollars and fifty cents (\$8,134.50) to eight thousand seven hundred seventy two dollars and fifty cents (\$8,772.50), and to add user acceptance testing to test the integration between City's customer information and billing systems and Contractor's System in an amount up to seven thousand five hundred dollars and no cents (\$7,500.00).
4. Exhibit B, Pricing, Section 2, which was included for informational purposes only regarding items anticipated to be delivered by reseller pursuant to a separate City/reseller contract, with payment by City directly to reseller, shall be amended for informational purposes to add the products set out in Contractor's proposal dated September 14, 2023, identified as Quote Q-41522-, and attached hereto as Attachment 1, and to amend the Total Net Price to be managed/contracted with lessor/reseller Huntington Bank in Section 2 from six hundred forty seven thousand ninety eight dollars (\$647,098) to seven hundred forty seven thousand three hundred ninety five dollars and seventy five cents (\$747,395.75).
5. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Solid Waste Route Management Software System Licensing, Support and Data Agreement by their duly authorized representatives as of the date of the last signatory written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager *DMS*

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

SEON SYSTEM SALES, INC.

By: _____
[Signature]

Printed Name: Susan Gill

Title: vP Finance

Date: Oct 16, 2023.

ATTEST:

By: _____

Title: _____



Quote: Q-41522-
Date: 9/14/2023, 11:16 AM
Expires On: 11/13/2023

Safe Fleet Waste and Recycling (SFWR)
 111 – 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 Canada

Phone: (888) 514-7443
 Fax: (888) 530-7344
 Email: sales@fleetmind.net

Ship To
 Steve Hunt
 City of Columbia, MISSOURI
 Utilities Department
 5700 Peabody Rd.
 Columbia, Missouri 65201
 United States
 (573) 874-2489
 steve.hunt@como.gov

Bill To
 City of Columbia, MISSOURI
 Utilities Department
 5700 Peabody Rd.
 Columbia, Missouri 65201
 United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Frank Flores	x	frank.flores@safefleet.net		Net 30

Hardware Platform - Automated Side Loaders

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
DVRTRW2MWK1REY3	DVR,Trek,WasteApp,Resi,MidWest,Verizon,12V,RFID,2TB	13	USD 13,822.00	25.908	USD 10,240.99	USD 133,132.87
VPKG-RESI-TAP	Includes one relay with digital input adapter (PN 050-5131), and 75ft length of 16 gauge wire.	13	USD 334.75	14.999	USD 284.54	USD 3,699.02
PS-10X	FleetMind Installation - System Configuration - Travel & Living Extra	13	USD 105.00	4.762	USD 100.00	USD 1,300.00
PS-27	Fleetlink OBC Kit Shipping and Handling	13	USD 105.00	4.762	USD 100.00	USD 1,300.00
Hardware Platform - Automated Side Loaders TOTAL:						USD 139,431.89

Hardware Platform - ASL

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
DVRTRW2MWK1REY3	DVR,Trek,WasteApp,Resi,MidWest,Verizon,12V,RFID,2TB	2	USD 13,822.00	25.908	USD 10,240.99	USD 20,481.98
VPKG-PICT	On Board Camera - Planning Bill	2	USD 173.56	2.915	USD 168.50	USD 337.00
VPKG-RESI-TAP	Includes one relay with digital input adapter (PN 050-5131), and 75ft length of 16 gauge wire.	2	USD 334.75	14.999	USD 284.54	USD 569.08
CAM-DRIVER	CAM, INT, DRIVER, CBL 3M	2	USD 133.00	0.000	USD 133.00	USD 266.00
CAM-L-HOPPER	CAM, LIFT HOPPER, CBL 25M	2	USD 133.00	0.000	USD 133.00	USD 266.00
CAM-MIRROR	CAM,MIRROR,CBL 10M	4	USD 134.00	0.000	USD 134.00	USD 536.00
CAM-REAR	CAM,BACKUP,GRID,CBL 25M	2	USD 133.00	0.000	USD 133.00	USD 266.00
CAM-SIDE	CAM, SIDE, CBL 15M	2	USD 133.00	0.000	USD 133.00	USD 266.00
PS-10X	FleetMind Installation - System Configuration - Travel & Living Extra	2	USD 105.00	4.762	USD 100.00	USD 200.00
PS-27	Fleetlink OBC Kit Shipping and Handling	2	USD 105.00	4.762	USD 100.00	USD 200.00
Hardware Platform - ASL TOTAL:						USD 23,388.06

Hardware Platform - Frontloaders

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
VPKG-RFID	Kit includes RFID reader pre-mounted onto the fibox cover, PoE, RFID antenna, coax antenna extension.	11	USD 2,569.85	12.621	USD 2,245.50	USD 24,700.50
PS-27	Fleetlink OBC Kit Shipping and Handling	2	USD 105.00	4.762	USD 100.00	USD 200.00
Hardware Platform - Frontloaders TOTAL:						USD 24,900.50

Extended Limited Hardware Warranty

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
SM-30	Year 1 Limited Hardware & Software Warranty FleetMind	15	USD 0.00	0.000	USD 0.00	USD 0.00
SM-31-DVR-1	Extended Warranty,DVR,1Yr	15	USD 309.75	100.000	USD 0.00	USD 0.00
SM-31-RFID-1	Extended Warranty,RFID,1Yr	26	USD 236.25	100.000	USD 0.00	USD 0.00
Extended Limited Hardware Warranty TOTAL:						USD 0.00

Professional Services (Installations)

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
PS-RFID-INSTALL	FleetMind Installation - 1 OBC Kit / ECM Truck + actuator + RFID -T&L Extra	15	USD 1,254.75	0.000	USD 1,254.75	USD 18,821.25
PS-CAMERA-MULTI	Outside Camera Installation (Multi Cameras) - Travel & Living Extra	2	USD 834.75	4.760	USD 795.02	USD 1,590.04
PS-10RFID	FleetMind Installation - RFID Reader - Travel & Living Extra	11	USD 414.75	0.000	USD 414.75	USD 4,562.25
PS-10E	FleetMind Installation Verification-Ready-For-Dispatch-Travel&Living extra	1	USD 1,359.75	0.000	USD 1,359.75	USD 1,359.75
Professional Services (Installations) TOTAL:						USD 26,333.29

Travel & Living (See Special Terms and Conditions)

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
PS-Travel	FleetMind Travel Expenses for Professional Services (budget per day actual)	8	USD 834.75	4.760	USD 795.02	USD 6,360.16
Travel & Living (See Special Terms and Conditions) TOTAL:						USD 6,360.16

Monthly Recurring Fee(s) - (Not Included In Total Net Price Below)

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
SAS-MUNICIPAL-RMS	FleetLinkSW, RMS, License, SUPT&MAINT, Monthly, per vehicle	15	USD 129.95	20.346	USD 103.51	USD 1,552.65
SAS-FLEETLINK HOSTING FEE	FleetLink Software Hosting, Monthly	15	USD 42.00	23.810	USD 32.00	USD 480.00
SAS-DATA	Data Plan with Verizon - 1GB per month Max.	15	USD 31.50	23.810	USD 24.00	USD 360.00
Monthly Recurring Fee(s) - (Not Included In Total Net Price Below) TOTAL:						USD 2,392.65

UAT Monthly Fees (6 Months) - (Not Included In Total Net Price Below)

Product Code	Description	QTY	UNIT PRICE	DISC (%)	Net Unit Price	EXTENDED
SAS-FLEETLINK-UAT-ENV	FEE,FleetLink,UserAcceptanceTestingEnvironment,UAT	6	USD 1,250.00	0.000	USD 1,250.00	USD 7,500.00
UAT Monthly Fees (6 Months) - (Not Included In Total Net Price Below) TOTAL:						USD 7,500.00

TOTAL: USD 220,413.90

STANDARD TERMS AND CONDITIONS

System Warranty: Safe Fleet Waste & Recycling (herein "SFWR") warrants to Customer that hardware and software (collectively, a "System") supplied in accordance with a signed purchase order ("PO") will be free from defects in material, workmanship and design. This limited warranty is non assignable and valid for one (1) year from the date of delivery by SFWR to Customer, and provided in any case that Customer notifies SFWR in writing within ninety (90) days from the date (as demonstrated by Customer with conclusive written evidence) of Customer's initial discovery of a defect for which the warranty is being claimed. This limited warranty does not apply in the event of (i) normal wear and tear, (ii) abuse or (iii) failure to use, update or maintain in accordance with SFWR's specifications that have been published or delivered to Customer (or both). SFWR does not warrant that the System will operate error-free or without interruption. In no event shall SFWR's liability under this warranty exceed the amounts received by SFWR from Customer for the System. SFWR specifically disclaims any other express, implied or statutory warranty, none of which shall apply. At the end of the warranty period, the customer will have the ability, subject to the cost and other terms then imposed by SFWR, to extend support and warranty coverage for an additional year and every year thereafter unless a product is no longer supported by SFWR. Warranty does not include onsite labor. The customer is responsible for de-installing and re-installing equipment being repaired under warranty at Customer's sole expense.

Quotes: All quotes contained herein are in US dollars (\$) unless specified otherwise and are valid for thirty (30) days from the date hereof. Any support or maintenance, if any, is subject to separate quote and terms and conditions and hereby excluded.

Pricing: F.O.B. SFWR's facility (currently Houston, TX). Travel and shipping expenses to be paid for by Customer and at Customer's risk.

Taxes, Delivery Charges and Travel Expenses: Customer shall pay all customs duties and all state, federal, provincial, or other applicable sales, goods and services, value added and similar taxes relating to the sale of goods pursuant to a PO. Customer shall also pay all delivery charges and, subject to presentation of receipts, all travel expenses.

Standard Payment Terms: The following Standard Payment Terms apply except to the extent otherwise expressly provided in the Special Terms and Conditions below. 50% of hardware due upon signature of this Agreement, 50% of hardware due within 30 days of shipping. Monthly subscription fees for Software Services are payable to SFWR in advance on the first day of each month (and upon signature of this Agreement for any fractional month prior to the first day of a calendar month falling during the term of this Agreement). Support and Maintenance Services are quoted in monthly amounts for convenience, but are payable quarterly in advance, with the first quarter payable upon signature of this Agreement. 100% of any other Customer Support Services are due upon invoice after services have been performed.

Interest: SFWR shall be entitled to charge interest at a rate equal to the lesser of (a) 1.5% per month (18.0% per year) or (b) the maximum rate permissible under applicable law on any late payment.

In-Truck Installations by SFWR: SFWR shall be entitled to charge Customer for lost time due to non-readiness of trucks or inaccurate Fleet Survey information, to be charged on an hourly basis at a rate of \$125 per hour.

Additional Terms/Agreement: This Proposal incorporates and is subject to the Safe Fleet Video & Telematics Products and Services Standard Terms and Conditions (the "Standard Ts&Cs"), and, once executed by both parties, shall constitute a Sales Confirmation for purposes thereof.

SPECIAL TERMS AND CONDITIONS

Payment Terms:

Subject to final negotiation of Contract. Standard terms are 50% of hardware due upon signature, 50% of hardware due within 30 days of shipping, 100% of Professional Services due upon invoice after services have been performed.

Travel and Living (T&L):

is herein included in the proposal based on the number of days quoted for professional service(s). SFWR herein agrees not to charge for any additional T&L expenses it may incur beyond this amount.

Initial Term:

Thirty-Six (36) months commencing on the first day of the month after the Installation Verification, "Ready for Dispatch" is completed.

System Monthly Service Fee(s): \$103.50 per system unit (taxes excluded, if applicable).

Monthly Hosting Fee(s): \$32.00 per system unit (taxes excluded if applicable). There is a minimum monthly fee of \$750 for hosting services.

Monthly Data Plan: \$24.00 per system unit (taxes excluded if applicable). SFWR Data Plan Pricing is for a maximum data usage of 1GB of data per month. Data coverage will be charged at a rate of \$20 per GB extra.

SAS-FLEETLINK-UAT-ENV - \$1,250.00 per month when User Acceptance Testing environment is active. (FleetLink production environment for User Acceptance Testing. Billed monthly when activated.

Customer Responsibilities:

1. The Customer must contact Safe Fleet, Waste & Recycling Support (FMsupport@safefleet.net) a minimum of two weeks (14 days) in advance to have the UAT environment activated or deactivated to ensure following month billing cycle includes or does not include UAT fee.

Early Termination Fee:

During the first 24 months of the initial term: 50% of the System monthly service fee for the remainder of the term. After the first 24 months of the initial term: 25% of the System monthly service fee for the remainder of the term.

Renewal Option(s):

At the end of the initial term or any contract extension or renewal, the Customer shall have the option to renew the agreement annually.

System Ready For Dispatch – Start of Service:

The system will be considered “ready for dispatch” once (i) all in truck equipment and server software have been installed and communications between the onboard systems and Fleetmind server demonstrated or (ii) when all equipment and software has been delivered but cannot be installed or communications demonstrated due to no fault of Fleetmind.

Integration:

This Proposal does not include any third-party software integration(s). Pricing for such is available after a complete assessment of the scope of work required is defined. Access to SFWR Web Services API is included at no additional cost.

Ongoing Maintenance

: The SFWR system does require ongoing maintenance. In the absence of a local maintenance team, upon request SFWR will provide pricing for third party maintenance support.

Customer Responsibilities: Data Plan:

If the Customer does not purchase the Data Plan from SFWR then the customer will be responsible for acquiring and maintaining a data plan sufficient for the proper operation of each onboard computer. Fleetmind will not be responsible for the activation, provisioning or payment of the required data plans.

Payment Terms for Recurring Fees - Initial Payment:

Upon signature of the agreement, the Customer will pay the first quarter installment of the service agreement.

Quarterly Payments:

this Proposal is quoted in monthly payments as a budgeting convenience. Actual payments are to be made quarterly or annually in advance to be agreed upon between Customer and SFWR Annual payments will be eligible for a discount.

Warranty Notes

: Warranty does not include onsite labor. The customer is responsible for de-installing and re-installing equipment being repaired under warranty.

By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) ("Additional Terms"), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Please email or fax a signed copy of this quotation and other referenced documents to dpadilla@safefleet.net and mail two sets of originals to:

Safe Fleet Waste and Recycling (SFWR)
111 – 3B Burbidge Street
Coquitlam, BC V3K 7B2

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

City of Columbia, MISSOURI

Seon System Sales, Inc dba Safe Fleet Waste & Recycling

Signature:

Signature:

Printed Name:

De'Carlton Seewood

Printed Name:

Title:

City Manager

Title:

Dated:

Dated:

Purchase Order:
