

**SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES  
AGREEMENT**

**INDUSTRIAL EVOLUTION, INC.**

**PI System Enterprise Support Services**

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this 12 day of June, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and INDUSTRIAL EVOLUTION, INC., an Arizona corporation authorized to do business in California ("Consultant"), with respect to the following facts:

**RECITALS**

WHEREAS, on July 18, 2016, City and Consultant entered into that certain Professional Consultant Services Agreement, in conjunction with PI System Enterprise Support Services ("Agreement"), in the amount of Six Hundred Ninety-Eight Thousand Dollars (\$698,000); and

WHEREAS, on or about June 20, 2017, City and Consultant intended to enter into a First Amendment to Professional Consultant Services Agreement ("First Amendment"), extending the term of the Agreement for one additional year, to July 18, 2018, and increasing the contract amount by Seven Hundred and Twenty-Four Thousand Dollars (\$724,000), for a new total contract amount of One Million Four Hundred and Twenty Thousand Dollars (\$1,422,000). However, the First Amendment that was executed by the parties reflected an increase in the contract amount to Seven Hundred and Twenty-Four Thousand Dollars (\$724,000) instead of an increase to One Million Four Hundred and Twenty Thousand Dollars (\$1,422,000).

WHEREAS, the parties wish to enter into a Second Amendment to reflect the correct amount of the Agreement; and

WHEREAS, the parties also wish to further extend the term of the Agreement by one year, with no additional compensation, to allow Consultant to complete the services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

1. The term of the Agreement is extended by one additional year, to July 18, 2019.
2. Section 3, "Compensation/Payment" is changed as follows:

Change: "Section 3. "Compensation/Payment" is hereby amended by increasing the contract amount to Seven Hundred Twenty-Four Thousand Dollars (\$724,000) for the additional services, as set forth in Exhibit "B-1," attached hereto and incorporated herein by reference."

To: "Section 3. "Compensation/Payment" is hereby amended by increasing the contract amount by Seven Hundred Twenty-Four Thousand Dollars (\$724,000) for the additional services, as set forth in Exhibit "B-1," attached hereto and incorporated herein by reference, for a new contract amount of One Million Four Hundred and Twenty Thousand Dollars (\$1,422,000)."

3. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, City and Consultant have caused this Second Amendment to Professional Consultant Services Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: Susan Wilson  
Assistant City Attorney

Certified as to Availability of Funds:

By: [Signature]  
Chief Financial Officer

INDUSTRIAL EVOLUTION, INC., an Arizona corporation authorized to do business in California

By: [Signature]

Lisa McWilliams  
Printed Name

VP of Operations Industrial Evolution  
Title

By: [Signature]

ERNESTO MORALES GARCIA  
Printed Name

TREASURER  
Title

**EXHIBIT "B-1"**

**COMPENSATION/PAYMENT**

**EXHIBIT "B-1"**



- Assist team members in displaying PI in third party visualization products.
- Manage and provide governance for dashboard displays.
- Provide in house and on-site PI System experience to ensure the project progress.

### 3.0 Assumptions

- City of Riverside will provide all necessary office equipment and work space
- City of Riverside will provide all necessary security access to computer systems, plants, and office(s)
- City of Riverside will provide all necessary safety training (if applicable)

### 4.0 Schedule

Our resources currently assigned to City of Riverside will remain on this project.

### 5.0 Commercial Terms

#### 5.1 Professional Fees

The professional fees for all work as described in 2.0 are as follows:

- Senior Consultant (x2) \$125/hour  
(Based on a 12 month commitment. Additional resources are available at the published hourly rate - see Exhibit A)
- Associate Consultant \$112/hour  
(Based on a 12-month commitment. Additional resources are available at the published hourly rate - see Exhibit A)
- Total Costs for Three Resources \$724,000  
(Based on a 12 month commitment. Assumes a 2,000 person-hour year. Additional resources are available at the published hourly rate - see Exhibit A)

Additional work, if required, will be charged per our standard labor rates (see Appendix A) or otherwise upon mutual agreement at the time of request.

#### 5.2 Expenses

Out-of-pocket expenses (if applicable and as approved) will be invoiced at cost plus 10%, and invoiced monthly in arrears; however, there are no expenses anticipated for this work.

#### 5.3 Payment Terms

Professional fees will be invoiced monthly in arrears. Payments are due within 30 days of receipt of invoice.







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**5.4 Taxes**

All quoted fees and expenses are not of any applicable taxes and represents the amount payable to KBC.

**5.5 Terms and Conditions**

The agreement will be subject to the term and conditions in the executed Professional Consultant Services Agreement dated the 18<sup>th</sup> day of July, 2016.

**5.6 Validity**

This quote is valid until June 9, 2017.

