

EXHIBIT 1

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND CLEVEST SOLUTIONS, INC.
[RFP NO. 5821]

THIS FIRST AMENDMENT TO CONTRACT 5821 (“Amendment”) by and between the City of Denton, Texas (“City”) and Clevest Solutions, Inc. (“Contractor”);

The CITY deems it necessary to further expand the goods/services provided by CONTRACTOR to the CITY;

NOW THEREFORE,

1. Master Agreement page 3, **Total Contract Amount** of the Agreement is hereby amended to read as follows:

“The contract total for services shall not exceed \$451,000.”

All other provisions of the contract 5821, as heretofore amended, remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date

_____.

EXHIBIT 1

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
TODD HILEMAN
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By:  _____
C821996C2A2B439...

“CONTRACTOR”

CLEVEST SOLUTIONS, INC.
A Corporation

By:  _____ CFO
4BDAB2F4006E4C6...
AUTHORIZED SIGNATURE, TITLE



Company Address 200 - 13700 International Place
Richmond, British Columbia V6V 2X8
Canada

EXHIBIT 1

Created Date
Quote Name

Prepared By

Email

30/01/2017

City of Denton TX, Full AVL

Ronald Billodeaux

ronald.billodeaux@clevest.com

Contact Name Trey Price
Bill To Name City of Denton, Texas
Bill To 215 E McKinney Street
Denton, Texas 76201-4299
United States

Ship To Name City of Denton, Texas
Ship To Electric Engineering - Spencer
1685 Spencer Road
Denton, Texas 76205
United States

Product Code	Product	Quantity	Sales Price	Discount	Total Price	Line Item Description
AVL-100-001	Clevest AVL Server License - Perpetual	1.00	USD 3,000.00	100.00%	USD 0.00	Included in MWFM project
AVL-100-002	Clevest AVL Vehicle License - Perpetual	50.00	USD 350.00	10.00%	USD 15,750.00	
AVL-900-012	Clevest AVL Interface (Non-MultiSpeak) - Perpetual	1.00	USD 3,000.00		USD 3,000.00	interface to OMS
CS-5000	Clevest Professional Services	7.00	USD 1,500.00		USD 10,500.00	Setup , Implementation and Training for AVL and export to OMS
MAINT-001-001	Clevest Annual Maintenance	3.00	USD 3,750.00		USD 11,250.00	Maintenance for AVL Server Licence, Vehicle License, and OMS integration.
MB-060-001	Sierra Wireless Airlink Raven RV50 LTE (North America) Modem Bundle with Panorama windshield Antenna, DC power cable & modem configuration, 3 Year Warranty. Order 1 x AC power supply per Project, P/N: 2000579	36.00	USD 612.00		USD 22,032.00	
MB-059-010	Sierra Wireless AirLink GX450 4G XLTE (Verizon) Modem Bundle with Ethernet/Serial/USB/GPS plus WiFi - LTE Bands 2,4,13 - EVDO. Includes Mobile Mark Mag Mount Dome Wideband Antenna to support Global LTE & WiFi; DC power cable & modem configuration, 3 Year	14.00	USD 1,054.00		USD 14,756.00	

Subtotal USD 82,038.00
Discount 5.79%
Total Price USD 77,288.00

Terms and Conditions

- All pricing is subject to the assumptions attached to this pricing matrix
- Customer is responsible for procuring 3rd party software. Example: MS SQL Server, Microsoft OS, ESRI (if required) etc.
- CLEVEST AVL requires Cellular data plans and vehicle installation services. Customer to procure services directly from 3rd Party providers.
- Pre-configured Solution provided – any requirements outside of this solution shall require additional Professional Service charges

Last Modified By

Ronald Billodeaux

**EXHIBIT 1**

Created Date

30/01/2017

Quote Name

City of Denton TX, Full AVL

Prepared By

Ronald Billodeaux

Company Address 200 - 13700 International Place
Richmond, British Columbia V6V 2X8
Canada

Email

ronald.billodeaux@clevest.com

- Data migration, report upgrades and other customization work will be invoiced as additional Professional Services.
- Additional Professional Service charges are a standard rate of \$1,500 per day
- Travel days billed at half the daily Professional Services standard rate, i.e. = \$750/day
- Onsite work: Lodging and transportation will be billed to customer at cost. Living expenses will be billed based upon the GSA per diem rate.
- Charges for interface work done by incumbent system vendors will be charged separately by those companies.
- Customer is responsible for any applicable shipping costs. Shipping cost not to exceed \$250.00.
- State and local excise fees and taxes per agreed terms of RFP 5821.
- Annual maintenance is governed under agreed Terms and Conditions of RFP 5821 under separate cover.
- Provision of Clevest Professional Services will be provided under a separate Statement of Work (SOW).
- Provision of Clevest Software Licenses agreed under Terms and Conditions of RFP 5821.
- Prices subject to change after expiration date.
- Payment Schedule as per agreed terms and conditions of RFP 5821. Details from this document are below:
 - Licenses -
 - Upon contract execution: 25%
 - Agreed Statement of Work: 15%
 - Solution loaded in test environment: 40%
 - Completion of User Acceptance Test: 20%
 - Maintenance – as per agreed RFP 5821
 - Upon contract execution: 15%
 - Agreed Statement of Work: 25%
 - Solution loaded in test environment: 30%
 - Completion of User Acceptance Test: 30%
 - Hardware - 100% upon receipt and acceptance of shipment
 - Services – as per the SOW.

Expiration Date 28/02/2017

Customer Approval

Quote Approval Signature _____

Print Name _____

Approval date _____

Purchase Order Information

Is a purchase order (PO) required for the purchase or payment of the products

Please select (Customer to complete)

[☐] No

[☐] Yes

If yes, please complete the following:

PO Number: _____

PO Amount: _____