

**AMENDMENT NO. 3 TO  
IT AGREEMENT  
For  
PROFESSIONAL SERVICES**

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee ("City Engineer"), and Upland Software aka LMR Consulting dba EPM Live of Carlsbad, CA, ("CONSULTANT"), which agree as follows:

Original Contract	\$49,000.20	Administrative Approval	December 21, 2013
Amendment No. 1	\$60,125.00	Ordinance No. 030078	February 11, 2014
Amendment No. 2	\$16,000.00	Administrative Approval	April 30, 2015

1. **DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: Project Management Software **(E13126)** "Project".

2. **SCOPE OF WORK.** "CONSULTANT" shall provide services for the PROJECT in accordance with the accompanying Letters, Scope of Services, and Fee attached as "Exhibit A". Invoices to be submitted in accordance with Exhibit "C".

3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed **\$102,274.40** (in figures), **(One Hundred Two Thousand Two Hundred Seventy Four Dollars and Forty Cents)** (in words) for a total revised fee not to exceed **\$227,399.60** (in figures), **(Two Hundred Twenty Seven Thousand Three Hundred Ninety Nine Dollars and Sixty Cents)** (in words).


4. **INDEMNIFICATION AND HOLD HARMLESS.** The "CONSULTANT" agrees to indemnify, save harmless and defend the "CITY", and it's agents, servants, and employees as more fully set forth in "Exhibit A, Terms and Conditions, 5.05 - Indemnification".

5. **OWNERSHIP OF DOCUMENTS.** All documents including contract documents (plans and specifications), record drawings, contractor's field data and submittal data will be the sole property of the City and may not be used again by the A/E without the express written consent of the Director of Capital Programs. However, the A/E may use standard details that are not specific to this project.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
J.H. Edmonds, P.E. (Date)  
Director of Capital Programs

**UPLAND SOFTWARE / LMR CONSULTING  
DBA EPM LIVE**

  
\_\_\_\_\_  
Craig MacInnis (Date)  
SVP and General Manager - EPM Live and Eclipse  
2382 Faraday, Suite 200  
Carlsbad, CA 92008  
(416) 385-0774 # 222 Office  
(416) 457-3765 Mobile  
cmacinnis@uplandsoftware.com

**APPROVED**

\_\_\_\_\_  
Office of Mgmt and Budget (Date)

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Legal Department (Date)

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta, City Secretary (Date)

Fund Name	Accounting Unit	Account No.	Activity No.	Amount
Capital Programs Operating	5310-11150-011	550050		\$102,274.40
Total				\$102,274.40

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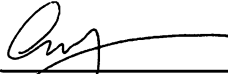
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**CITY OF CORPUS CHRISTI**

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J.H. Edmonds, P.E. (Date)  
Director of Capital Programs

**UPLAND SOFTWARE / LMR CONSULTING  
DBA EPM LIVE**

 9/4/2015  
\_\_\_\_\_  
Craig MacInnis (Date)  
SVP and General Manager - EPM Live and Eclipse  
2382 Faraday, Suite 200  
Carlsbad, CA 92008  
(416) 385-0774 # 222 Office  
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**APPROVED**

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Total				\$102,274.40

August 28<sup>th</sup>, 2015

Vicki Marsden  
City of Corpus Christi  
1201 Leopard Street  
Corpus Christi, TX 78401  
361.826.3564  
[VickiM@cctexas.com](mailto:VickiM@cctexas.com)

This express agreement is for services related to the EPM Live **IT Support Services** and **Training Services** at **City of Corpus Christi**. The following table represents the services that will be provided:

**Fees and Payment Terms:**

Requested Services	Units\ Hrs	Unit\ Hrly Rate	Cost
<b>Consulting and IT Support Services</b> • Support Services	40	\$200.00	\$8,000
<b>Consulting and IT Support Services</b> • Daily Action Report Creation Services	80	\$200.00	\$16,000
<b>Consulting and IT Support Services</b> • Director Level Reporting Upgrades	80	\$200.00	\$16,000
<b>Consulting and IT Support Services</b> • Project Manager Reporting Upgrades	60	\$200.00	\$12,000
<b>Consulting and IT Support Services</b> • Project Manager Training Services **	4 days	\$2,500	\$10,000
<b>Consulting and IT Support Services</b> • Electronic Signature Creation Services	15	\$200.00	\$3000
<b>Total Cost</b>			<b>\$65,000</b>

For questions or changes regarding this quote, please contact **Kathleen Gesford**, Customer Success Manager, at [kgesford@uplandsoftware.com](mailto:kgesford@uplandsoftware.com). The above rates are guaranteed for only 30 working days after the date of this document and are subject to change thereafter. **\*\*Travel and related expenses are not included in this estimate, and should they be required and approved, they will be invoiced at actual**

**cost as incurred. Should travel and related expenses be required, they will be submitted to City of Corpus Christi by EPM Live for prior approval.**

EPM Live will perform the services on a **Time and Material** basis, at an hourly rate of \$200.00 per hour, to be invoiced monthly after the hours are spent. All fees are due and payable upon receipt of invoice. Invoices not paid within 30 days are subject to penalties and withdrawal of resources. EPM Live shall not perform any Services relating to this Agreement totaling more than the amount specified herein without written approval by City of Corpus Christi, through the Change Control process described below.

**Available Payment Terms:**

- Credit Card: We accept VISA, MasterCard, American Express and Discover.
- Purchase Orders: Place order by faxing a signed copy of this quote along with Purchase Order # to 858.430.4894.

**Change Control:**

EPM Live considers change control to be a standard component of all engagements that we undertake. Change control includes changes to project scope and / or deliverables from the original project plan. Other project impacts, such as lost time due to emergencies, software errors in licensed software or unplanned absences of key personnel, can also effect the time required to complete the work and/or the quality of the deliverables.

EPM Live has a formal change control process that uses a Change Order (CO) Express Services Agreement to document and authorize changes. Scope changes beyond the original services listed above will be presented first for authorization to estimate the impact (i.e., deliverables / schedule / cost) and then to authorize the agreed upon scope change along with the associated schedule and cost adjustment. Project impacts due to lost time or unavailability of key resources that may impact the project scope, schedule or deliverables will be documented for decision(s) when changes to original time/cost estimates may be warranted. A **City of Corpus Christi** signature is required on all CO Express Services Agreements. If a decision is made to approve a change, a definitive time/cost estimate will be determined and the project scope and timeline will be adjusted.

**Authorization:**

By signing herewith, **City of Corpus Christi** agrees to the terms and conditions as set forth in this agreement and fully authorizes EPM Live to invoice **City of Corpus Christi** as agreed above, not to exceed **\$65,000.00** for the consulting support services and training services plus any travel or other related expenses, unless first authorized in writing by **City of Corpus Christi**.



2382 Faraday, Suite 200, Carlsbad, CA 92008  
Phone (866) 391-3700 Fax (858) 430-4894

**Company:** City of Corpus Christi

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Authorizing Signature	Date	PO Number
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Print Name and Title	Phone Number
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Billing Address	City	State	Zip
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Country

Please email this page with proper authorization to: **Kathleen Gesford** at [kgesford@uplandsoftware.com](mailto:kgesford@uplandsoftware.com)

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[www.epmlive.com](http://www.epmlive.com)

866.391.3700

<b>EXHIBIT "A"</b> <b>Page 3 of 5</b>
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2382 Faraday, Suite 200, Carlsbad, CA 92008  
Phone (866) 391-3700 Fax (858) 430-4894

## EPM Live Software Renewal Quote

July 29<sup>th</sup>, 2015

**EPM Live Enterprise Edition**

**(Software as a Service – Dedicated Environment Subscription Renewal)**

**Year 2 of 3**

Vicki Marsden  
City of Corpus Christi  
1201 Leopard Street  
Corpus Christi, TX 78401  
361.826.3564  
[VickiM@cctexas.com](mailto:VickiM@cctexas.com)

### Fees and Payment Terms:

Order Terms				
Subscription Fees	(months)*	Qty.	Unit Cost	Total
<i>EPM Live Enterprise Edition Users - Full User - Dedicated</i>	12	42	\$ 56.10	\$ 28,274.40
<i>EPM Live Users - Team Member - Dedicated</i>	12	50	\$ 15.00	\$ 9,000.00
<i>(1/31/2015 to 1/30/2016)</i>				
- Subscription Fees include EPM Live Customer Success Program				
Subscription Fees Subtotal				\$ 37,274.40
Subscription Fees Total				\$ 37,274.40
Services and Support Fees	Qty.		Unit Cost	Total
EPM Live Customer Success Program (Exhibit A)	1		included	included
Upland University Subscription (1 year)				
Premier Help Desk Support Subscription (1 year)				
Services and Support Fees Total				\$ -
<b>Total</b>				
Subscription Fees Total (1-year)				\$ 37,274.40
Services and Support Fees Total (One-time)				\$ -
Total Cost (1-year)				\$ 37,274.40
Total Cost (1-year)				\$ 37,274.40

**\*This renewal represents Year 2 of 3 of the existing 3-year contract.** For questions or changes regarding this quote, please contact **Kathleen Gesford**, Customer Success Manager, at [kgesford@uplandsoftware.com](mailto:kgesford@uplandsoftware.com). Pricing is valid for 30 days from the date of this quotation.

**City of Corpus Christi** will be invoiced upfront for all Software as a Service Subscription and EPM Live Customer Success Program Fees. All fees are due and payable upon receipt of invoice. Invoices not paid within 30 days are subject to penalties and withdrawal of resources.

**EXHIBIT "A"**  
**Page 4 of 5**



2382 Faraday, Suite 200, Carlsbad, CA 92008  
Phone (866) 391-3700 Fax (858) 430-4894

## Authorization:

The pricing and other terms as specified within this document are valid for 30 days from the date of this quotation. Pricing and terms after that time are subject to increases and changes, respectively.

By signing below, **City of Corpus Christi** agrees to the terms within this Software as a Service Quote.

**Organization:** City of Corpus Christi

Authorizing Signature	Date	PO Number
-----------------------	------	-----------

Print Name and Title	Phone Number
----------------------	--------------

Billing Address	City	State	Zip
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Country
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Please email this page with proper authorization to: **Kathleen Gesford** at [kgesford@uplandsoftware.com](mailto:kgesford@uplandsoftware.com)

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

#### I. VENDOR'S LIABILITY INSURANCE

- A. Vendor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Vendor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be named as an additional insured for the General Liability policy, and a waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
Commercial General Liability including: 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors	\$500,000 Per Occurrence
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned	\$100,000 Combined Single Limit
WORKERS' COMPENSATION	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit. All states endorsement is required if company is not domiciled in Texas
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000

- C. In the event of accidents of any kind related to this project, Vendor shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

#### II. ADDITIONAL REQUIREMENTS

- A. Vendor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and

endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. All States endorsement is required if company not domiciled in the State of Texas.

- B. Vendor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- D. **Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage. Vendor provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City

shall have the right to order Vendor to discontinue sales/work hereunder, until Vendor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2013 Engineering Dept.  
Purchase and Installation of Software – ins. reqs.  
12/19/2013 ds Risk Management

**COMPLETE PROJECT NAME**  
**Project No. XXXX**  
**Invoice No. 12345**  
**Invoice Date:**

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
<b>Basic Services:</b>								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
<b>Additional Services:</b>								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
<b>Summary of Fees</b>								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
<b>Total of Fees</b>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>



City of  
Corpus  
Christi

SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

**COMPANY NAME:** EPM LIVE BY UPLAND

**P. O. BOX:** \_\_\_\_\_

**STREET ADDRESS:** 2382 FARADAY Ave **CITY:** CARLSBAD, CA **ZIP:** 92008  
Suite 200

**FIRM IS:**      1. Corporation ☒      2. Partnership ☐      3. Sole Owner ☐  
                  4. Association ☐      5. Other ☐

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
N/A	
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
N/A	
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
N/A	
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
N/A	
_____	_____
_____	_____
_____	_____

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

### CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: SUSAN MEYER Title: OFFICE MANAGER  
(Type or Print)

Signature of Certifying Person: Susan Meyer Date: 9/2/15

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.