

1st AMENDMENT OF CONTRACT
BY AND BETWEEN CITY OF MANTECA
AND Routeware Inc.

THIS 1st AMENDMENT ("Amendment") to the December 30, 2024 Agreement by and between the City of Manteca and Routeware Inc. ("Agreement") is made and entered into this _____ day of _____, _____ by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and Routeware Inc..

RECITALS:

A. WHEREAS, CITY and Routeware Inc. entered into the Agreement on or around December 30, 2024, for the provision of of services Routeware, Inc's in-cab Fleet Management solution hardware and cloud-based software for solid waste and recycling organizations (the "Services"); and

B. WHEREAS, the CITY and Routeware Inc. desire to amend the Agreement in order to increase overall compensation for the Services to Eight Hunderd Ninety Five Thousand Dollars and Zero Cents (\$895,000) under the Agreement.

C. WHEREAS, Section 5. Amendments, Changes or Modifications of the Agreement allows the Parties to mutually agree to amend the Agreement in writing.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT.**

Section 3. Compensation, to the Agreement is hereby amended to read as follows: Compensation to be paid to Consultant shall be in accordance with the Payment Schedule set forth in Exhibit A, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1, shall in no event exceed \$795,000.00 (Seven Hundred Ninety Five Thousand Dollars and Zero Cents) without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amednment No. 1 exceed \$895,000.00 (Eight Hundred Ninety Five Thousand Dollars and Zero Cents) without additional authorization from the City.

3. **OTHER TERMS.** Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify

any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and Routeware Inc. have executed this Amendment the day and year first above written.

CITY OF MANTECA, a municipal corporation of the State of California:

Toni Lundgren, City Manager

Date _____

ATTEST:

Cassandra Candini-Tilton, City Clerk

Date: _____

APPROVED AS TO FORM:

{{esl:Signer2:signature:size(150,30)}}

Riana Daniel, Interim City Attorney

Date: _____

Routeware Inc.

By: Robert Nelson

Date: _____



Order Form

Routeware, Inc.

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Email: info@routeware.com

Order #: Q-10352-1
Agreement Term: 36 Months
Offer Good Through: 1/5/2025

Ship To

Avneet Mahil
City of Manteca - CA
210 E Wetmore St.
Manteca, California 95337
United States
(209) 456-8457
amahil@manteca.gov

Bill To

City of Manteca - CA
210 E Wetmore St.
Manteca, California 95337
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Kevin Hahn	(650) 430-6012	khahn@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Manteca - CA is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Manteca - CA who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Cellular Data Charge (RD)	Per Month	45	USD 15.00	USD 675.00
Cloud Hosting	Per Month	1	USD 599.00	USD 599.00
Driver Vehicle Inspection Reports	Per Month	45	USD 9.00	USD 405.00
eMobile Plus	Per Month	45	USD 149.00	USD 6,705.00
Interface Support	Per Month	1	USD 237.50	USD 237.50
Picture Service Fee	Per Month	45	USD 45.00	USD 2,025.00
Premium Video System Fee	Per Month	45	USD 61.00	USD 2,745.00
RFID System Fee	Per Month	31	USD 45.00	USD 1,395.00
RouteMaker Subscription	Per Month	1	USD 500.00	USD 500.00
Scale System Fee	Per Month	29	USD 20.00	USD 580.00
Tablet as a Service	Per Month	45	USD 40.00	USD 1,800.00
Recurring Subscriptions Total:				USD 17,666.50

Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced quarterly in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

Additional Terms:

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<https://www.routeware.com/Clients>

Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

City of Manteca - CA

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware, Inc., and affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Kevin Hahn at khahn@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:



Order Form

Routeware, Inc.

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Email: info@routeware.com

Order #: Q-10354-1
Agreement Term: 36 Months
Offer Good Through: 1/5/2025

Ship To

Avneet Mahil
City of Manteca - CA
210 E Wetmore St.
Manteca, California 95337
United States
(209) 456-8457
amahil@manteca.gov

Bill To

City of Manteca - CA
210 E Wetmore St.
Manteca, California 95337
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Sean Ostlund	(503) 906-8530	sostlund@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Manteca - CA is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Manteca - CA who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Mobile App	Per Month	1	USD 405.60	USD 405.60
Program Tracker	Per Month	1	USD 1,828.00	USD 1,828.00
ReCollect Website Tool	Per Month	1	USD 0.00	USD 0.00
ReCollect Collection Calendar	Per Month	1	USD 591.20	USD 591.20
ReCollect Waste Sorting Game	Per Month	1	USD 195.20	USD 195.20
ReCollect Service Request	Per Month	1	USD 1,266.40	USD 1,266.40
ReCollect Waste Wizard	Per Month	1	USD 203.20	USD 203.20
RST Data Import - Prepaid	Per Month	4	USD 83.33	USD 333.32
Recurring Subscriptions Total:				USD 4,822.92

Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced quarterly in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

This Order is part of additional Order Numbers Q-10351, Q-10352 and Q-10353

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<https://www.routeware.com/Clients> Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Additional Terms -

Customer is authorized to employ the aforementioned solution(s) for a maximum of one hundred thousand (100,000) residents or up to thirty-five thousand (35,000) service addresses, whichever is achieved first. Additional charges will be incurred if the solution(s) are used beyond either of these specified limits.

Recollect Service Request includes up to twenty-five thousand (25,000) requests per year. An overage fee of three dollars (\$3.80) will apply to each request over the specified limit.

Sourcwell Member ID: 21323

"RST Data Import - Prepaid" allows four (4) data import per every twelve (12) months. A quote for any additional imports will be provided upon request.

City of Manteca - CA

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware, Inc., and affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Sean Ostlund at sostlund@routeware.com

FOR INTERNAL USE ONLY
Reviewed By: