

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and NTH GENERATION COMPUTING, INC, a California corporation (“Consultant”) is effective as of the _____ day of _____, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated August 5, 2024 (“Agreement”) whereby Consultant agreed to provide certain services (“Services”) for (1) data extraction and migration and (2) project management services (“Project Management Services”) for the City for a one year term at a total contract sum of \$65,760.00.

B. Consultant completed the data extraction and migration services in a timely manner. Thereafter, City staff requested custom enhancements to the user interface to make it easier to create reports and search data which required many unanticipated meetings with and additional work for Consultant, resulting in the parties needing to exceed the approved Contract Sum of \$65,760.00. To accommodate such additional work, the City’s Contract Officer approved extra work for engineering and Project Management Services at an amount of \$4,890.00 pursuant to Section 2.3 of the Agreement (“Contract Officer Scope”).

C. City and Consultant now desire to amend the Agreement to allow Consultant to provide additional engineering and Project Management Services (“Additional Services”) at an additional not to exceed cost of \$27,240.00 and add a contingency amount of \$10,500.00 (“Contingency”) in case additional services are needed, and seek City Council’s ratification and approval of the Contract Officer Scope and the associated cost therefor of \$4,890.00, thereby bringing the adjusted Contract Sum to \$108,390.00

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One-Hundred Eight*** ~~Sixty-Five Thousand, Seven-Hundred Sixty~~ ***Three-Hundred Ninety*** Dollars and Zero Cents (***\$108,390.00***~~\$65,760.00~~) (“Contract Sum”).”

B. Exhibit A (Scope of Services) is hereby amended by adding to the end of Section I. the following:

See attached Exhibit A-1.

C. Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

See attached Exhibit C.

D. Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

See attached Exhibit D.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, including but not limited to, the Contract Officer Scope. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

NTH GENERATION COMPUTING, INC., a
California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
_____ TITLE(S) ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	_____ TITLE OR TYPE OF DOCUMENT
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	_____ NUMBER OF PAGES
☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____ _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT “A-1”

The engagement involves migrating the IFAS database from Informix to PostgreSQL and creating a userfriendly interface for PostgreSQL. Data retrieval in original scope of work was particularly challenging due to an inefficient design in original City server and database, outdated practices, placeholder dates, and the absence of a data dictionary, which have impacted both data accuracy and interpretation.

This updated change order scope of work now includes an additional 100 engineering hours and 14 project management hours.

This change order covers all the remaining deliverables; User Interface Development, User Interface Unit Testing, Server Setup, Deployment, User Acceptance Testing, Support, and Documentation.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:**

SERVICES	RATE	SUB-BUDGET
A: One-Time Data Migration Services	\$250.00/hour	\$60,000.00
B: One-Time Project Management Services	\$160.00/hour	\$5,760.00
TOTAL		\$65,760.00

A breakdown of the foregoing costs is provided below:

Service Description	Hours	Rate	Price
CONS-NASWL Engineering*	240	\$250/hr.	\$60,000.00
N-PM-STD Project Management	36	\$160/hr	\$5,760.00
Total			\$65,760.00

Contract Officer Scope:

Description	Estimated Hours	Hourly Rate	Estimated Price
Engineering for Phase 1 of UI Development Only	17	\$250.00	\$4,250.00
Project Management	4	\$160.00	\$640.00
Estimated Total			\$4,890.00

Additional Services:

<i>Description</i>	<i>Estimated Hours</i>	<i>Hourly Rate</i>	<i>Estimated Price</i>
<i>Engineering</i>	<i>100</i>	<i>\$250.00</i>	<i>\$25,000.00</i>
<i>Project Management</i>	<i>14</i>	<i>\$160.00</i>	<i>\$2,240.00</i>
<i>Estimated Total</i>			<i>\$27,240.00</i>

Contingency:

\$10,500.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- II. The total compensation for the Services shall not exceed ~~\$65,760.00~~ \$108,390.00, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule and success criteria:

Service	Start Date	Days to Perform	Dependencies
One-Time Data Migration Services:			
Task 1.1.: Perform data extraction from Informix.	No Later than (30) Days after Contract Execution	14 Days <i>Completed 10/1/24</i>	2 Day Discovery
Task 1.2: Transform and load data into PostgreSQL	No Later than (30) Days after Contract Execution	14 Days <i>Completed 10/1/24</i>	
Task 1.3: Ensure data integrity and accuracy during the migration process.	Immediately following the completion of Tasks 1.1 and 1.2	15 Days <i>Completed 10/1/24</i>	Completion of Tasks 1.1 and 1.2
B: Developing a User Interface for PostgreSQL Data Access			
Task 2.1: Design and develop an user-friendly UI based upon existing documented City staff feedback.	Following completion of Tasks 1.1, 1.2, & 1.3 Within 30 days after Contract Execution	45 Days	Completion of Tasks 1.1, 1.2, & 1.3

Task 2.2: Implement a secure access to data stored in PostgreSQL	Following completion of Task 2.1	45 Days	Completion of Task 2.1
Task 2.3: Incorporate <i>update of User Interface development, testing, setup, deployment, user acceptance testing support, and system documentation related to features for data querying, reporting, and visualization based upon existing documented City Staff feedback.</i>	Following completion of Task 2.1	45 Days	Completion of Task 2.1
C: One-Time Project Management Services	No Later than (30) Days after Contract Execution	45 Days	

Success Criteria for A) Migration Informix Database to PostgreSQL
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1. Discovery and Planning:

- **Comprehensive Inventory:** Consultant to conduct a thorough discovery process before migration to identify all database objects, including tables, indexes, constraints, triggers, stored procedures, functions, and views.

- **Object Counts:** Consultant to document the counts of all objects and records in each table to use as a baseline for post-migration validation.
- **Inventory for Comparison:** The inventory prepared during the discovery process will be used as a reference list to compare and validate the migration results.
- **Client-Provided Validation Queries:** City needs to provide queries to validate the migration before it starts. These queries will be used to ensure data consistency and correctness post-migration.

2. Data Integrity:

- **Complete Data Transfer:** All data from the Informix database is accurately transferred to the PostgreSQL database without loss or corruption.
- **Data Validation:** Post-migration data in PostgreSQL matches exactly with the original data in Informix, verified through row counts.
- **Data Counts Matching:** The number of records in each table in PostgreSQL matches the number of records in the corresponding table in Informix.

3. Schema and Structure Consistency:

- **Schema Matching:** The schema in PostgreSQL reflects the schema in Informix, including tables, indexes, constraints, and relationships.
- **Stored Procedures and Functions:** All stored procedures and functions in Informix are successfully migrated and function correctly in PostgreSQL.
- **Triggers:** All triggers in Informix are successfully migrated and function correctly in PostgreSQL.
- **Views:** All views from the Informix database are successfully migrated and function correctly in PostgreSQL.

4. Performance:

- **Query Performance:** Queries provided during discovery process will run on PostgreSQL to validate the results and performance with Informix.
- **Indexing:** Ensure that indexes are correctly migrated and optimized in PostgreSQL to maintain or improve query performance.

Success Criteria for B) Developing a User Interface for PostgreSQL Data Access

1. Discovery and Planning

- **Functional Requirements** Consultant to perform *and as of December 3, 2024 has completed* a discovery process to understand and document the UI requirements based on the new PostgreSQL database. This includes identifying changes in data structures, new data fields, and updated relationships impacting UI design and functionality.

- **Report Identification** Consultant to identify *and as of December 3, 2024 has completed identification of* reports and data elements from the Informix database that will be built using the new PostgreSQL database. Prioritize the identified reports based on their importance, usage, and documentation *per City staff feedback*.
 - **Documentation** Consultant to prepare a document outlining the specific functionalities required from the UI and a list of reports identified from the above two steps. This document will be used to validate and sign off on the phase completion with the City.
2. **Report Testing:** Consultant to test all identified reports from the discovery and planning phase to ensure they work correctly with the new PostgreSQL database and obtain client approval for these reports.
 3. **User Acceptance Testing (UAT):** Consultant to conduct user acceptance testing to validate that the UI meets end-users' needs and expectations with the City. Obtain formal City sign-off from end-users during UAT to confirm that the UI meets their needs and expectations. City UAT sign-off is required for migration success.
- II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

Service	Start Date	Days to Perform	Dependencies
Data Migration Completion Report	No Later than (30) Days after Contract Execution	45 Days	Completion of Tasks 1.1, 1.2, 1.3 & 2.1, 2.2, 2.3

- III. **The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**