

AMENDMENT #2
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 7223)
for
Online Curriculum and Lesson Planning Warehouse
between
The City of Waterbury, Connecticut
and
Rubicon West, LLC

THIS AMENDMENT #2 ("Amendment 2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and RUBICON WEST, LLC (hereinafter "Contractor"), located at 121 SW Salmon Street, Suite 1200, Portland, Oregon, an entity wholly owned by ManageBac Inc., incorporated in the State of Delaware (jointly referred to as the "Parties" to this Amendment 1).

WHEREAS, the City entered into an Agreement with Contractor effective on July 28, 2022 for Online Curriculum and Lesson Planning Warehouse for Waterbury Public Schools grades Pre-K through 12 (the "Agreement"); and

WHEREAS, the Parties executed the First Amendment (Amendment #1) to the Agreement on July 28, 2023, in order to exercise the option to extend the term of the Agreement for one (1) year; and

WHEREAS, in accordance with Section 21 and Section 5 of the Agreement, the Parties hereby wish to amend the Agreement, as Amended by Amendment #1, in order to in order to exercise the option to extend the term of the Agreement for an additional one (1) year, and to provide additional compensation consistent therewith; and

NOW THEREFORE, THE PARTIES AGREE TO AMEND SAID AGREEMENT, AS AMENDED, AS FOLLOWS:

1. **Section 5 of the Agreement, as amended by Amendment #1, shall be amended as follows:**

5. **Contract Time.** The term of this Contract shall be for an initial period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate July 31, 2025, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for one separate 1-year period, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

2. **Section 6 of the Agreement, as amended by Amendment #1, shall be amended as follows:**

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Total compensation under this Agreement, as amended by Amendment #1 and this Amendment #2 shall not exceed **ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FORTY DOLLARS (\$173,940.00)**, as follows:

a. Compensation for the Contractor's services shall not exceed Sixty-Three Thousand Nine Hundred Eighty dollars (\$63,980.00) for the first year of the Agreement.

The compensation for the first year of the Agreement shall be paid in conformity with the Contractor's Cost Schedule dated April 26, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

b. Compensation for the Contractor's services shall not exceed Sixty-Three Thousand Nine Hundred Eighty dollars (\$63,980.00) for the second year of the Agreement.

c. Compensation for the Contractor's services shall not exceed Forty-Five Thousand Nine Hundred Eighty dollars (\$45,980.00) for the third year of the Agreement.

The compensation for the third year of the Agreement shall be paid in conformity with the Contractor's Cost Schedule dated January 5, 2024, which is set forth in Attachment A of this Amendment 3. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise

reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7233 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.


2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective July 28, 2022 and Amendment 1 effective July 28, 2023, shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment #1 on the dates signed below.

WITNESS:

CITY OF WATERBURY


Alexandra DeGirolamo

By: 
Paul K. Pernierewski Jr., Mayor

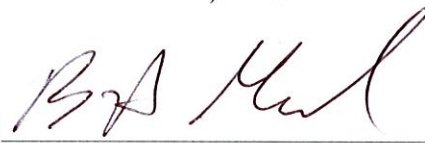

Joanne Corbett

Date: 6/25/2024

WITNESS:

RUBICON WEST, LLC

Christopher S. Gourhae

By: 

Print Name: Bernard Medkel



Date: 2/12/24

ATTACHMENT A

1. Contractor's Cost Schedule dated January 5, 2024 (attached hereto)

See Attached



Mailing Address

Rubicon West LLC
Suite 1200, 121 SW Salmon
Street
Portland, OR 97204

Telephone

+1 503 223 7600

Email

hello@onatlas.com

Tax ID Information

93-0987275

Payment Method

Check, Purchase Order (P.O.),
Bank Transfer or Credit Card

Waterbury Public Schools
236 Grand Street
Waterbury, Connecticut 06702
United States

Recurring Services	Students	Annual Fee (USD)
Atlas Subscription	19000	45,980.00
Atlas - Premium Support	19000	0.00
Recurring Services Subtotal		45,980.00

Total Annual Recurring Fee 45,980.00

Services Start Date: August 1, 2024

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("Pricing Schedule") is an offer, valid through August 2, 2024. Your signed acceptance must be received before this date, to complete the contract.

The Services provided to the School under this Quotation are subject to the Services Agreement signed between Rubicon West LLC and the School, which is governed by the Terms & Policies including those available at <https://www.onatlas.com/terms>.