

**AMENDMENT NO. 5
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
APPLIED POWER TECHNOLOGIES, INC.**

PREAMBLE

This Agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Applied Power Technologies, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an Agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California and Applied Power Technologies, Inc.", dated June 28, 2018, for the purpose of having Contractor provide software support for the Electrical Power Monitoring System (EPMS);
- B. The Agreement was previously amended by (i) Amendment No. 1, to Renew and Extend, dated July 2, 2020, (ii) Amendment No. 2 dated May 5, 2021, to extend the term, increase the maximum compensation, and update the scope of services, (iii) Amendment No. 3 dated April 20, 2022, to extend the term, increase the maximum compensation, and add additional services, and (iv) Amendment No. 4 dated November 28, 2022, to extend the term, add additional services, and increase the maximum compensation to continue software support.
- C. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- D. The Parties now wish to amend the Agreement as Amended to add additional services to continue software support.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows: "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement and terminate on February 29, 2024."
2. Exhibit A – Scope of Services – Amended November 28, 2022 shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended March 1, 2023.
3. Exhibit B – COMPENSATION AND FEE SCHEDULE – Amended November 28, 2022, shall be deleted and replaced with the attached Exhibit B – COMPENSATION AND FEE SCHEDULE – Amended March 1, 2023.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



GLEN R. GOOGINS
City Attorney

Dated: 4/5/2023

Nadine Nader

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

APPLIED POWER TECHNOLOGIES, INC.
a California corporation

Dated: 3/29/23

By (Signature):

Andrew E Taylor

Name:

ANDREW E. TAYLOR, P.E.

Title:

CEO

Principal Place of Business Address: 5339 Prospect Road #287
San Jose, California 95129

Email Address:

ataylor@apt4power.com

Telephone:

(408) 342-0790

"CONTRACTOR"

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____



GLEN R. GOOGINS
City Attorney

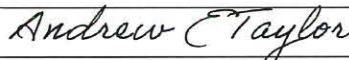
Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

APPLIED POWER TECHNOLOGIES, INC.
a California corporation

Dated: 3/29/23

By (Signature):



Name: ANDREW E. TAYLOR, P.E.

Title: CEO

Principal Place of Business Address: 5339 Prospect Road #287
San Jose, California 95129

Email Address: ataylor@apt4power.com

Telephone: (408) 342-0790

"CONTRACTOR"

**AMENDMENT NO. 5 TO THE AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
APPLIED POWER TECHNOLOGIES, INC.
EXHIBIT A – SCOPE OF SERVICES
MARCH 1, 2023**

The Services to be performed for the City by the Contractor (APT) under this Agreement include the following:

1. POWER MONITORING EXPERT (PME) 2022 UPGRADE REV. 2.

1.1. Scope of Work to include the following:

1.1.1. Software Upgrade from legacy Electric Power Monitoring System (EPMS) Integrated Object Network (ION) Supervisory Control and Data Acquisition (SCADA) power monitoring software to current version PME 2022 power monitoring application software.

1.1.2. Current SVP system is in need of replacement of the server by Silicon Valley Power (SVP) Information Technology (IT) and a software upgrade for the power monitoring software.

1.1.2.1. Current SVP software ION 6.0 is 6 versions behind the current software version of PME 2022.

1.1.2.2. Current SVP server no longer has enough disk space for proper operation and is running Windows Server 2008 Operating System (OS), and a SQL 2008 database software no longer supported by Microsoft.

1.1.2.3. SVP's existing 45 device licenses will be upgraded - but no device licenses will be added. Currently, all 45 device licenses are being used.

1.1.3. APT will assist customer IT department in archiving the old SQL database for customer access, but the new server will restart with a new database due to the multiple SQL upgrades required on the database.

1.1.4. APT excludes labor for the following from this Agreement:

1.1.4.1. Server Virtual Machine, OS and SQL provided by SVP IT per Schneider Electric PME 2022 System Guide requirements.

1.1.4.2. Adding a Kiosk for Dashboards (kiosk supplied by SVP). APT will provide three dashboard screens suitable for display on an SVP provided kiosk, SVP will install and connect the kiosk.

- 1.1.4.3. Updating the SVP loop diagram - SVP will define the changes by providing a marked up existing SVP loop diagram (not the single line) and APT will update the diagram for existing meters. Any new or replaced meters will be integrated as a separate project.
- 1.1.4.4. Updating the Modified Industry Information Technology Council (MITIC) Power Quality (PQ) alarms, reports and Notification process. This has been identified as a separate project, SVP will need to assign an SVP IT and Customer Service project team member.
- 1.1.4.5. Updating the frequency alarms and reports. APT will not update Virtual Ion Processor (VIP) logic for new or replaced meters, only the existing meters that were originally configured for these alarms and reports will be confirmed for the upgrade. Unregulated bus sliding window setpoint for PQ alarms. APT will not update VIP logic for new or replaced meters, only the existing meters that were originally configured for these alarms and reports will be confirmed for the upgrade.
- 1.1.4.6. Configuring any IEEE 519 Harmonic reports. SVP will need to define which meters this framework and report this should be applied to and APT will handle this as a small project, not part of the upgrade.

1.2. Submittal for new PME 2022 Upgrade

1.3. One Year Software Assurance Agreement for 1 Site. Includes license key for Power Management Software, PME, to the latest version with matching Device license qty. Software version upgrade installation labor to be quoted separately.

1.3.1. Rev 2 updates include clarification for exclusions and the specific Schneider software modules below:

1.3.1.1. ESPECOXPA - Software assurance to update the current system with current licenses.

1.3.1.2. PSWDBNCZNPEZZ - 5 extra licenses, for a total of 50 device licenses.

1.3.1.3. PSWCENCZZNPEZZ - 2 extra client access licenses, for a total of 4 client licenses.

1.3.1.4. PSWMVNCZZSPEZZ - Event notification module not part of current ION 6.0 system.

- 1.4. Software installation on server of basic PME software at customer's site.
Note: quoted separately as necessary PME software, DB migration, screen updates, client installations, as well as travel outside the South SF Bay Area. Assumes customer IT has properly configured the new server thru network firewall.
- 1.5. EPMS Application Software migration from existing Schneider PME system to new software version. Upgrade migration includes moving meter/device configurations, diagrams, reports, notifications. Existing Schneider PME system must be on supported upgrade path (Version 7.2.2, Version 8.2 , or 9.0 only) with recommended OS and SQL versions installed. Systems not on the supported upgrade path will need intermediate upgrades or a new install.
- 1.6. APT Application Engineer will engage with customers IT dept. to provide support for the cutover from the old EPMS server to new EPMS server.
- 1.7. APT support for checkout and verification of meter logs and links on screens.
- 1.8. APT Engineering to install EPMS software on a client machine and verify functionality. (i.e. dedicated operator control room PC.) Assumes customer has a valid client license.
- 1.9. On-site training for customer to review new features, options and screens after software upgrade.
- 1.10. Schedule to be coordinated among stakeholders. Dates are subject to change.
 - 1.10.1. Customer to provision new EPMS server within 4 weeks ARO per the provided specification and configuration checklist.
 - 1.10.2. APT will install the upgraded EPMS software on a coordinated date after new EPMS server is turned over with credentials.
 - 1.10.3. APT will migrate the EPMS application but only ARCHIVED DATA from existing EPMS server to new EPMS server within one week of successful software installation. The SQL database will start over, historical data before cutover will be archived.
 - 1.10.4. APT will cutover the EPMS application from the old server to the new server on one day during a coordinated window to minimize service disruption.
 - 1.10.5. 5. APT will provide customer acceptance within one week of cutover to the new EPMS server.
- 1.11. Assumptions:

- 1.11.1. Server to be provided by customer to meet minimum specs. needed to run application. Server must be updated with latest service packs, Windows Server 2016, Microsoft SQL 2016, and IT supported Internet Browser prior to APT arrival on-site.
- 1.11.2. Customer's IT personnel will configure new EMS server per per Schneider Electric PME 2022 System Guide requirements. MS SQL will be installed on same server by SVP IT as PME application will be installed by APT.
- 1.11.3. Customer will provide new server name and static IPs for server, and IT support for installation at customer site.
- 1.11.4. APT must be given appropriate access to computers included in the system. IT personnel should be advised well ahead of APTs arrival and will be required to provide administrative access to the power monitoring workstation/server and support for network communications.
- 1.11.5. This scope is for the software upgrade from PME 6.0 to PME 2022, at the customer's same number of device licenses (50 with 45 used).
- 1.11.6. This is a NEW SQL Database, historical data will be archived.
- 1.11.7. Changes to the customer's MITIC Notification are included in Section 2 of Exhibit A.
- 1.11.8. Ongoing service and support on the customer's PME ION system are included in Section 1 of Exhibit A.

2. 2022 SVP MITIC NOTIFICATION UPGRADE REV 2

2.1. Scope of work to include the following:

- 2.1.1. APT Upgrade of existing SVP MITIC notification system - the existing PME application Designer logic works well to detect and classify Power Quality events into those that likely impact SVP customers (called a Modified ITIC curve, or MITIC) but the shareware software originally developed for connecting the application detection to email a summary notification of magnitude, duration, and number of nodes affected is no longer reliable.
- 2.1.2. APT proposes using the PME Hierarchy and Event Notification Module to provide a moderated output email notification with a feedback loop for SVP customers to report if they had impact, and if so what the impact was rather than the MS word document currently emailed over the list server email distribution list.

- 2.1.3. Work will begin with a software design basis document for the SVP notification inputs, dependencies, and outputs.
 - 2.1.4. Rev 2 deletes ENM which is part of the PME Upgrade and adjust budget to add labor costs for engineering and training.
- 2.2. Submittal for SVP MITIC Notification Process Flow Diagram for review and approval.
- 2.3. APT Engineering support to configure PME application software to deliver MITIC notification.
 - 2.3.1. Define hierarchy for all SVP meters to support ENM and system, loop, and substation notifications.
- 2.4. Training for SVP Customer Service and Engineering on new SVP MITIC Notification System.
- 2.5. Delivery TBD based on stakeholder input - should be coordinated with PME server upgrade.
- 2.6. This Agreement is based on the following payment/invoicing terms. Authorization to proceed demonstrates customers acceptance of these terms.
 - 2.6.1. APT Invoice Plan
 - 2.6.2. Basis of Design Submittal 2 weeks ARO ENM Software upon Submittal Approval
 - 2.6.3. Remaining Labor upon demonstration of working system on new PME server
- 2.7. Assumptions:
 - 2.7.1. No additional hardware or device licenses are included in this Agreement for Event Notification Module and PME hierarchy configuration for Notification.
 - 2.7.2. This project is only valid in conjunction with the separate PME 2022 Upgrade scope included in Section 1 of Exhibit A.
 - 2.7.3. APT personnel must be provided appropriate access. Costs here do not include travel time, badging, wait time for security clearances or schedule changes outside of APT's control. Additional costs of the job may be added to the invoice or require a change order.
 - 2.7.4. APT must be given appropriate access to computers included in the system. IT personnel should be advised well ahead of APTs arrival

and will be required to provide administrative access to the power monitoring workstation/server and support for network communications.

- 2.7.5. SVP Notification email distribution to be provided by SVP customer service. Moderated email support by SVP customer service.
- 2.7.6. This scope of work does not include electrically energized work (EEW). APT assumes meters, current and potential transformers or other connected equipment can be isolated via the appropriate fuses or shorting blocks to provide a safe working environment.
- 2.7.7. Labor items ordered must be completed in 1 year from date of order received to hold labor rates prices as quoted level.
- 2.7.8. This Agreement assumes project is NOT a Public works projects. APT's typical work does not include any Davis-Bacon or CA DLSE trades subject to prevailing wage or certified payroll. A Public Works Project or projects that require additional compliance work will be subject to additional costs not included in this Agreement.
- 2.7.9. Once schedule is set and trips are planned by APT, changes with less than 2 weeks' notice will incur additional remobilization fee of \$16,000.

3. 2023 SVP SIX VISIT EPMS SERVICE EXTENSION

3.1. Scope of Work

- 3.1.1. This Scope of Work is for APT to support the customer's Electrical Power Monitoring System (EPMS) for up to an additional six visits without a long-term contract and without the upgrade of the Power Monitoring System server and software. Does NOT include PME annual software assurance for software updates since the power monitoring server is not being upgraded during this service period. Includes scheduled service visits to maintain customer's PME server and system. Requires minimum of 8 hours per supervised access (in person or remote) for each service visit.

3.2. Service and support for your electrical power monitoring system (EPMS).

- 3.2.1. On-site service and support visits for EPMS with service reports that goes beyond the meter/device to the network and server. Hardware and software support on the server, including OS, SQL database, Browser and Application support for the power monitoring software. EPMS Trends, Alarms, and Events support with recommendations for corrective actions identified. Analytical reports and subscriptions inventoried and supported.

3.2.2. Up to six invoices at \$3061.50 per visit, or as budget allows.

3.3. Assumptions:

3.3.1. The Services to be performed for the City by the Contractor under this Agreement are to provide maintenance, repair, support and upgrades to the ION server in the Electric Department as listed below. Assumes SVP upgrades the existing end of life server to new Windows Server with new Windows SQL database and new PME 2021 application by start of service term in 2023.

3.3.2. PME 2021 application by start of service term in 2023.

3.3.3. APPLICATION MANAGEMENT TASKS

3.3.3.1. Microsoft Windows Operating System Service

3.3.3.1.1. Verify service pack level and update if needed

3.3.3.1.2. Verify Windows Services are being monitored by SVP IT

3.3.3.1.3. Microsoft Updates installed by APT via access provided by SVP IT

3.3.3.2. Microsoft SQL Database Management

3.3.3.2.1. Verify service pack level and update if needed

3.3.3.2.2. Confirm Database Manager tasks are set and functioning

3.3.3.2.3. Copy the customer database to an external drive provided by SVP IT

3.3.3.2.4. SQL Updates installed by APT via access provided by SVP IT

3.3.3.3. Application Software Maintenance

3.3.3.3.1. Verify service pack level and update if needed

3.3.3.3.2. Run Diagnostic and review for repeating service issues

3.3.3.3.3. Update inventory of software and hardware

3.3.3.3.4. Does NOT include additional device licenses or new functionality

3.3.4. SYSTEM MANAGEMENT TASKS

3.3.4.1. System Management

- 3.3.4.1.1. Ensure all diagrams are up to date
- 3.3.4.1.2. Verify logs and reports accessible from the web
- 3.3.4.1.3. Ensure all frameworks are working
- 3.3.4.1.4. Add/remove users as certified and/or requested.

3.3.4.2. Device Maintenance

- 3.3.4.2.1. Ensure all devices are properly configured
- 3.3.4.2.2. Review alarms and communications
- 3.3.4.2.3. Confirm all measured parameters & I/O
- 3.3.4.2.4. Verify device data logging
- 3.3.4.2.5. Define and implement any required firmware upgrades

3.3.4.3. Report Maintenance

- 3.3.4.3.1. Ensure all reports are saved in the proper location
- 3.3.4.3.2. Test virtual share to ensure reports are accessible
- 3.3.4.3.3. Manually verify all customer reports
- 3.3.4.3.4. Verify all automatic reports are saved correctly

3.3.4.4. Automation Maintenance for MITIC Notification

- 3.3.4.4.1. Assumes customer updates the existing MITIC notification by service commencement date in 2021
- 3.3.4.4.2. Verify customer reports, alarms, and notification are running
- 3.3.4.4.3. Generate test notifications to test distribution lists
- 3.3.4.4.4. Ensure automation logs are up to date

4. PROCESS FOR REQUESTION AND APPROVING AS NEEDED SERVICES

4.1. When as needed services are needed which are not excluded in Section 4, the City will request a quote from Contractor (Work Request).

4.1.1. Contractor shall submit a fixed-price quote for the services.

4.1.1.1. Contractor shall submit a scope of work with sufficient detail that will permit City to verify requests for changes are associated with changes in scope. The scope will include a level of detail reflective of the scope, timeline, and cost of the specific project.

4.1.1.2. If a Contractor requires changes to a fixed price scope, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. Contractor shall not be entitled to additional payment for issues such as errors in calculation of original pricing or other changes that are not directly related to changes requested by City.

4.1.2. The terms of this Agreement shall prevail over any and all Contractor terms and conditions including, but not limited to any terms listed on a quote.

4.1.3. The City shall review the quote and, if there are no issues or concerns, City will approve the quote in writing (Work Authorization). A Work Authorization may be provided by e-mail but shall only be authorized by Principal Engineer, Assistant Director of Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

4.1.4. Contractor shall not initiate any work which will extend past the term in Section 2 of the Agreement or exceed the maximum compensation in Section 6 of the Agreement.

4.2. Changes

4.2.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Work Authorization.

4.2.2. In the event that unanticipated site conditions or other issues result in costs that exceed the approved quote, Contractor shall submit to the City an updated quote for review and approval from the City in advance of performing the work. Written authorization may only be

provided by a Principal Engineer, Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

- 4.2.3. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a written authorization within four (4) business days.

**AMENDMENT NO. 5 TO THE AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
APPLIED POWER TECHNOLOGIES, INC.
EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED MARCH 1, 2023**

Table B-1 – Rates

	Original Contract and Amendment No. 1						Amendment No. 2		Amendment No. 3		Amendment No. 4*		Amendment No. 5*	
Description	Effective 4/1/18 - 3/30/19		Effective 4/1/19 - 3/30/20		Effective 4/1/20 - 4/30/21		Effective 5/1/21 - 4/30/22		Effective 5/1/21 - 10/31/22		Effective 11/1/22 - 10/31/24		Effective 3/1/23 - 2/29/24	
Electrical Power Monitoring System (EPMS) – Maintenance Services	\$25,095	Annually (billed \$2,091.25 monthly)	\$27,604	Annually (billed \$2,300.33 monthly)	\$30,364	Annually (billed \$2,530.33 monthly)	\$36,738	Annually (billed \$3,061.50 monthly)	\$18,369	Six Months (billed \$3,061.50 monthly)	\$73,476	Two Years (billed \$3,061.50 monthly)	\$18,369	Up to Six Visits (billed \$3,061.50 per visit)
Duane Substation ION 7600S Harmonics Capture									\$7,495	Fixed Price				
Duane Substation Harmonics Manual Reporting Service									\$4,800	Three months (billed \$1,600.00 monthly)				
Discount									(\$600)	Vendor Discount				
Additional Services											\$16,659	As Needed	\$13,101	As Needed
Power Monitoring Expert (PME) Server Upgrade													\$34,115	Fixed Price
Modified Industry Information Technology (MITIC) Notification Upgrade													\$24,550	Fixed Price

*Amendment No. 5 modified the scope of work and reallocated funds from Amendment No. 4.