

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
APPLIED POWER TECHNOLOGIES, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") 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 Amendment No. 1, to Renew and Extend, dated July 2, 2020 and by Amendment No. 2 dated May 5, 2021 to extend the term and increase the maximum compensation for services provided during the extended term, and is again amended by this Amendment No. 3.
- C. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- D. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide software support for the Electrical Power Monitoring System (EPMS), and the Parties now wish to amend the Agreement as Amended to extend the term, add additional services, and increase the maximum compensation 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 October 31, 2022. The Parties agree that this Agreement did not expire on the previous expiration date of April 30, 2022, and it remains valid through the new expiration date set forth in this Amendment No. 3."

2. Section 9 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows: "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS."
3. Exhibit A – Scope of Services – Amended April 30, 2021 shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended April 20, 2022.
4. Exhibit B – Compensation and Fee Schedule – Amended May 15, 2021 shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended April 20, 2022.
5. 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. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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:  


Office of the City Attorney  
City of Santa Clara

Dated: 6/2/22



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

"CITY"

**APPLIED POWER TECHNOLOGIES, INC.**  
a California corporation

Dated: 05/02/2022

By (Signature): Andrew E Taylor

Name: ANDREW E. TAYLOR, P.E.

Title: CEO

Principal Place of 5339 Prospect Road #287

Business Address: San Jose, California 95129

Email Address: ataylor@apt4power.com

Telephone: (408) 342-0790

"CONTRACTOR"

**AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES BETWEEN THE  
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EXHIBIT A – SCOPE OF SERVICES  
AMENDED APRIL 20, 2022**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. Contractor agrees to furnish all personnel, transportation, labor, equipment, permits and licenses and any other item of expense necessary to support the City's Electrical Power Monitoring System (EPMS).
  - 1.1. Contractor will be provided with remote access to the City's EPMS required for proactive monitoring of system.
  - 1.2. Contractor will maintain system if City upgrades to newest version.
  - 1.3. The City's power monitoring system currently consists of 45 licensed devices communicating with the power monitoring server. No additional devices may be added as part of this Agreement. Substitution of existing devices also is not part of the Agreement. Any changes to the existing system shall be defined in a separate Amendment scope of work as a project.
2. The Services to be performed for the City by the Contractor under this Agreement are to provide maintenance, repair and support, to the Integrated Object Network (ION) server in the Electric Department as listed below:
  - 2.1. Contractor will assist as needed via telephone in diagnosis of any customer problems or EPMS monitored events on equipment during normal business hours (Mon-Fri 8am - 5pm Pacific Time),
  - 2.2. Application support for the power monitoring software.
  - 2.3. Assist as needed to troubleshoot any devices that have stopped communicating.
  - 2.4. Scheduled monthly service to maintain customer's Power Monitoring Expert (PME) server and system.
    - 2.4.1. Both on site and remote Service and support visits for EPMS with service reports that goes beyond the meter/device to the network and server.
    - 2.4.2. Provide Application support for the power monitoring software.
    - 2.4.3. Monthly health report including recommendations for corrective actions identified.

- 2.4.4. Analytical reports and subscriptions inventoried and supported that go beyond the meter/device to the network and server.
- 2.4.5. Provide monthly health report on system
- 2.5. Application Service Maintenance
  - 2.5.1. Verify service pack level and update if needed
  - 2.5.2. Run Diagnostic and review for repeating service issues
  - 2.5.3. Update inventory of software and hardware
- 2.6. System Management Tasks
  - 2.6.1. System Management
    - 2.6.1.1. Ensure all diagrams are up to date
    - 2.6.1.2. Verify logs and reports accessible from the web Ensure all frameworks are working
    - 2.6.1.3. Add/remove users as certified and/or requested.
  - 2.6.2. Device Maintenance
    - 2.6.2.1. Ensure all devices are properly configured Review alarms and communications Verify device data logging
    - 2.6.2.2. Define any required firmware upgrades
  - 2.6.3. Reports Management
    - 2.6.3.1. Ensure all reports are saved in the proper location
    - 2.6.3.2. Test virtual share to ensure reports are accessible
    - 2.6.3.3. Verify all automatic reports are saved correctly
  - 2.6.4. Automation Maintenance for Modified Information Technology Industry Council.(MITIC) Notification
    - 2.6.4.1. Assumes customer updates the existing MITIC notification by service commencement date in 2021. If customer chooses not to update MITIC notification, or add requested disk space to the existing power monitoring server, APT will be limited to providing only a 'best available effort' to perform the following:

2.6.4.2. Generate test notifications to test distribution lists

2.6.4.3. Ensure automation logs are up to date

3. Additional Services: Contractor shall perform the following additional services:

3.1 SVP Duane ION 7600s Harmonics Capture further described in Exhibit A-1 – Scope of Work – SVP Duane ION 7600s Harmonics Capture

3.2 SVP Duane ION 7600s Monthly Harmonics Report further described in Exhibit A-2 – Scope of Work – SVP Duane ION 7600s Monthly Harmonics Reporting Service

4. Exclusions: Services do not include

4.1. Application Management Tasks performed by City

4.1.1. Microsoft Windows Operating System Service

4.1.1.1. Verify service pack level and update if needed

4.1.1.2. Verify Windows Services are being monitored by SVP System Support

4.1.1.3. Microsoft Updates installed by SVP System Support.

4.1.2. Microsoft SQL Database Management

4.1.2.1. Verify service pack level and update if needed

4.1.2.2. Confirm Database Manager tasks are set and functioning

4.1.2.3. Copy the customer database to an external drive provided by SVP System Support

4.1.2.4. SQL Updates installed by SVP System Support

4.1.3. Hardware and software support on the server, including OS, SQL database, and Browser is provided by SVP System Support.

4.1.4. Verification of proper communication of the metering system including switches and gateways is provided by SVP System Support.

4.2. PME annual software assurance for software updates since the power monitoring server is not being upgraded during this service period. If the server is upgraded during the service period, this service will be included.

4.3. Does not include additional device licenses or new functionality.

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EXHIBIT A – 1 SCOPE OF SERVICES  
SVP DUANE ION 7600S HARMONICS CAPTURE**

**1. Background:**

- 1.1.** Silicon Valley Power's (SVP's) Duane Substation has two (2) existing ION 7600 meters connected to SVP's ION 6.0 Power Monitoring System via Ethernet. The upcoming CalTrain Electrification project will add new large traction substation single phase loads near Duane Sub and Kifer Receiving Station.
- 1.2.** SVP is concerned that the new loads will introduce harmonics problems on the local SVP transmission system and has requested that Contractor provide services to configure a Harmonics Capture framework.

**2. Proposed Solution:**

- 2.1.** Contractor will configure an ION 7600 meter with the correct Harmonics capture framework to support IEEE-519-2014 Harmonics compliance reporting.
- 2.2.** The meter harmonic capture framework will be built and tested in Contractor's office, and then copied onto both ION 7600 meters out at Duane Substation.
- 2.3.** Contractor will provide a submittal documenting the frameworks and logs for IEEE 519-2014 harmonic capture for SVP review and approval.

**3. Meter Programming:**

- 3.1.** Contractor will configure two ION 7600 meters with IEEE-519-2014 Harmonic Capture Frameworks
- 3.2.** APT will load the Duane substation meter frameworks into both meters from the SVP power monitoring server already connected to both ION 7600 meters via Ethernet.
- 3.3.** Once loaded, the meters will then capture Harmonic data in on board logs.

**4. Assumptions:**

- 4.1.** SVP Duane Substation ION 7600 meters will support the IEEE-519-2014 frameworks.
- 4.2.** The current SVP power monitoring system ION 6.0 will not support the IEEE-519-2014 reports.
- 4.3.** Services are labor only and no additional software licenses or hardware are included.

- 4.4.** No physical work will be performed in the Duane substation.
- 4.5.** No reports will be configured.
- 4.6.** SVP will coordinate supervised access to the SVP power monitoring server via the City Information Technology department in order to facilitate loading framework files in the connected meters.



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EXHIBIT A – 2 SCOPE OF SERVICES  
SVP DUANE SUB MONTHLY HARMONICS MANUAL REPORTING SERVICE**

**1. Background:**

- 1.1.** Silicon Valley Power's Duane Substation has two (2) existing ION 7600 meters connected to their ION 6.0 Power Monitoring System via Ethernet. Upcoming CalTrain Electrification project will add new large traction substation single phase loads near Duane Sub and Kifer Receiving Station.
- 1.2.** SVP is concerned that the new loads will introduce possible harmonic issues on the local SVP transmission system.
- 1.3.** The current SVP power monitoring system ION 6.0 will not support the IEEE-519-2014 reports. The ION 7600 meters will remain connected to the power monitoring system for Power Quality sag/swell reporting.

**2. Proposed Solution:**

- 2.1.** After Contractor configures the existing ION 7600 meters at Duane Substation with an updated Harmonics capture framework to support IEEE-519-2014 Harmonics compliance reporting (Exhibit A-1), Contractor will perform on site services once per month to download the captured harmonics data from each meter, and produce the IEEE-519-2014 Harmonics compliance report for each meter.
- 2.2.** Contractor will gather data from the Duane ION 7600 meters by connecting to the Ethernet switch in the substation. Contractor will coordinate with SVP for escort and approval.

**3. Engineering Report Creation:**

- 3.1.** APT IEEE-519-2014 Harmonic Compliance Report Creation (monthly)
- 3.2.** Contractor will provide on-site labor support monthly using Contractor's laptop with PME 2021 to download data from two (2) ION 7600 meters and generate a IEEE-519-2014 Harmonic Compliance Report for both meters.
- 3.3.** This service shall be provided for three months starting after the new Harmonics frameworks are loaded in the two Duane ION 7600s, which is scheduled for May 2022. Harmonics reporting based on this schedule would be in June, July, and August 2022.

**4. Assumptions:**

- 4.1.** SVP Duane Substation ION 7600 meters will be configured with the IEEE-519-2014 Harmonic Capture frameworks included in Exhibit A-1.
- 4.2.** The ION 7600 meters will remain connected to the power monitoring system for Power Quality sag/swell reporting.

- 4.3.** Services are labor only and no additional software licenses or hardware are included.
- 4.4.** On-site work will be performed in the Duane substation each month. SVP will coordinate escorted access with SVP.
- 4.5.** No reports will be configured on the SVP power monitoring server, which does not support this report developed in 2014.
- 4.6.** Only the two ION 7600 meters at Duane are included in this reporting service for Harmonic Compliance.

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EXHIBIT B – COMPENSATION AND FEE SCHEDULE  
AMENDED APRIL 20, 2022**

**1. Maximum Compensation**

- 1.1.** The maximum amount billed to City by Contractor for services under this Agreement as Amended will not exceed one hundred forty-nine thousand eight hundred sixty-five dollars (\$149,865).
- 1.2.** The City may request additional services subject to an amendment to this Agreement. Such amendment may require approval by Santa Clara City Council. Contractor shall not perform services which exceed the Maximum Compensation.

**2. Pricing**

Contractor shall invoice City based on the following:

DESCRIPTION	Monthly	TOTAL
Electrical Power Monitoring System (EPMS) – Maintenance Services (6 months)	\$3,061.50	\$ 18,369
Duane Substation ION 7600S Harmonics Capture	FIXED PRICE	\$ 7,495
Duane Substation Harmonics Manual Reporting Service (3 months)	\$1,600.00	\$ 4,800
Discount		600.00
TOTAL		\$30,064

**3. Invoicing and Payments:**

- 3.1.** Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. The Contractor will submit a sample invoice for review and approval of format, and the City shall review and approve the sample invoice for format within 5 business days after receipt.
- 3.2.** All monthly invoices shall be submitted in a format that will permit City to verify rates are the same as those authorized in the Agreement.
- 3.3.** If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed within 5 business days after receiving the invoice.

- 3.4.** If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment within 30 days of receipt of the invoice.