

**AMENDMENT NO. 6
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
APPLIED POWER TECHNOLOGIES, INC.**

PREAMBLE

This agreement ("Amendment No. 6") 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."

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. (Agreement), dated June 28, 2018, for the purpose of having Contractor provide software support for the Electrical Power Monitoring System (EPMS);
- B. The Agreement has been previously amended by Amendment No. 1, dated July 1, 2020, Amendment No. 2 dated May 5, 2021, Amendment No. 3 dated June 2, 2022, Amendment No. 4 dated November 28, 2022, and Amendment No. 5 dated April 5, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to extend the term and clarify additional services.

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 June 30, 2025. The Parties agree that this Agreement did not expire on the previous expiration date of February 29, 2024, and it remains valid through the new expiration date set forth in this Amendment No. 6."

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 in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is Two Hundred Fifty Thousand Dollars (\$250,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit A – Scope of Services – Amended April 30, 2021 is hereby deleted and replaced with the attached Exhibit A – Scope of Services – Amended May 1, 2024, which is incorporated into the Agreement as Amended by reference.
4. Exhibit B – Compensation and Fee Schedule – Amended March 1, 2023 and all previous versions of Exhibit B is hereby deleted in their entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended May 1, 2024, which is incorporated into the Agreement as Amended by reference.
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. 6, the provisions of this Amendment No. 6 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 6 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:

Daniel Ballin

Daniel Ballin (Sep 12, 2024 11:32 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 9/12/24

JOVAN D. GROGAN

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: 9/9/2024

By (Signature): Andrew E Taylor

Name: Andrew E. Taylor, P.E.

Title: CEO

Principal Place of 5339 Prospect Road #287

Business Address: San Jose, CA 95129

Email Address: ataylor@apt4power.com

Telephone: (408)342-0790

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES
EFFECTIVE MAY 1, 2024

SECTION 1. GENERAL

- 1.1** Contractor shall provide all necessary personnel, supervision, labor, licenses, and services, plus all tools, equipment, materials, and supplies required to provide maintenance, repair, and support services for the Electric Power Monitoring System (EPMS) as further described in this Exhibit.
- 1.2** Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.
- 1.3** For the period ending February 29, 2024, Contractor shall maintain the current version of software installed including:
 - 1.3.1** Provide telephone support to diagnose issues with City system or EPMS monitored events.
 - 1.3.2** Application support for EPMS including:
 - 1.3.2.1** Verify service pack level and update if needed
 - 1.3.2.2** Run Diagnostic and review for repeating service issues
 - 1.3.2.3** Update inventory of software and hardware
 - 1.3.3** Trouble shooting of any devices that have stopped communicating
 - 1.3.4** System Management including
 - 1.3.4.1** System management:
 - 1.3.4.1.1** Ensure all diagrams are up to date
 - 1.3.4.1.2** Verify logs and reports accessible from the web Ensure all frameworks are working
 - 1.3.4.1.3** Add/remove users as certified and/or requested
 - 1.3.4.2** Device Maintenance
 - 1.3.4.2.1** Ensure all devices are properly configured
 - 1.3.4.2.2** Review alarms and communications

- 1.3.4.2.3 Verify device data logging
 - 1.3.4.2.4 Define any required firmware upgrades
 - 1.3.4.3 Reports Management
 - 1.3.4.3.1 Ensure all reports are saved in the proper location
 - 1.3.4.3.2 Test virtual share to ensure reports are accessible
 - 1.3.4.3.3 Verify all automatic reports are saved correctly
 - 1.3.5 Automation Maintenance for Modified Information Technology Industry Council (MITIC) Notification
 - 1.3.5.1 Generate test notifications to test distribution lists
 - 1.3.5.2 Ensure automation logs are up to date
 - 1.3.6 Scheduled monthly services to maintain Power Monitoring Expert Server (PME) server and system including
 - 1.3.6.1 Health report with recommendations for corrective action
 - 1.3.6.2 Inventory and analytical reports that go beyond the meter or device to the network and server.
 - 1.4 Engineering support to configure PME application software to deliver MITIC notification including defining hierarchy for all SVP meters to support Event Notification Mode (ENM) and system, loop, and substation notifications.
 - 1.5 Software installation on server of basic PME software at City site and migration of EPMS Application Software from existing Schneider PME system to new software version including:
 - 1.5.1 Moving meter/device configurations, diagrams, reports, notifications.
 - 1.5.2 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.
 - 1.5.3 Coordination with SVP System Support Group to provide support for the cutover from the old EPMS server to new EPMS server.
 - 1.5.4 Support for checkout and verification of meter logs and links on screens.
 - 1.5.5 Installation of EPMS on client machine

- 1.6** Additional Support for PME and MITIC Upgrade to finalize all configuration and bring system into full operation including, but not limited to:
 - 1.6.1** Bind SSL certificate for the new PME server (SVP will support generation of certificate).
 - 1.6.2** Review all meters on system to verify network diagram connections, frameworks, and MITI Notification email frameworks based on history since upgrade to assure accurate meter templates are used. This includes adding back the PQLevel1 email address for customer service and resolution of errors on power quality dashboard when server indicates "local host not found". Contractor shall set all email notifications so that they are as similar as possible to the email notifications from the previous ION server.
 - 1.6.3** Contractor will store all resulting meter configuration files so that they are available in the event that a meter is reset or replaced.
 - 1.6.4** Complete all punch list items including Alarm/Threshold MITIC modifications.
 - 1.6.5** Finish SVP requirements for engineering client device and perform one (1) client install on workstation provided by SVP SSG with SSG support including verification of functionality.
 - 1.6.6** Provide four (4) separate training on site sessions including:
 - 1.6.6.1** One web client for PME,
 - 1.6.6.2** One server based for PME,
 - 1.6.6.3** One web client for MITIC,
 - 1.6.6.4** One server based for MITIC.
 - 1.6.7** Contractor will archive all historical data as services will take place in a new SQL database.
 - 1.6.8** Contractor understands and agrees that the services listed in this Section 1.6 are a fixed price service to assure the system is fully operational and meeting all requirements of SVP including notifications, back-ups, and accurate configurations.
- 1.7** Contractor shall be responsible for providing the following, as required for the Services:
 - 1.7.1** Supervision and administrative support

1.7.2 Program and project management services

- 1.8** Contractor shall notify City upon completion of all configurations and City will review completed work for verification and acceptance of upgraded EPMS software.
- 1.9** Only those services listed in this Exhibit A – Effective May 1, 2024 and Exhibit B-1 – Effective May 1, 2024 are authorized. If additional services such as but not limited to ongoing support and maintenance or additional licenses are authorized by City, such services shall be incorporated into an amendment executed between the Parties.

SECTION 2. CITY RESPONSIBILITIES

- 2.1** City will provide Contractor with remote access to the EPMS.
- 2.2** City will perform the following application management tasks
 - 2.2.1** Microsoft Windows Operating System
 - 2.2.1.1** Verify service pack level and update if needed
 - 2.2.1.2** Verify Windows Services are being monitored by SVP
 - 2.2.1.3** Microsoft Updates installed by SVP.
 - 2.2.2** Microsoft SQL Database Management
 - 2.2.2.1** Verify service pack level and update if needed
 - 2.2.2.2** Confirm Database Manager tasks are set and functioning
 - 2.2.2.3** Copy the customer database to an external drive provided by SVP
 - 2.2.2.4** SQL Updates installed by SVP MS SQL will be installed on same server as the PME application
 - 2.2.3** Hardware and software support on the server, including OS, SQL database, and Browser is provided by SVP System Support.
 - 2.2.4** Verification of proper communication of the metering system including switches and gateways is provided by SVP System Support.
- 2.3** Provide server name and static IP address for server
- 2.4** City will provide the following on-site:
 - 2.4.1** IT support for installation

- 2.4.2 Appropriate access to computers on the system including administrative access to power monitoring workstation / server and support for network communications.

SECTION 3. SCHEDULING AND COMPLETION OF SERVICES

- 3.1 All Services will be scheduled at a time and date mutually agreed to between City and Contractor to assure that all required City resources are available.
- 3.2 All Services shall be completed in a timely, efficient manner so as to ensure the site, equipment, and/or system is operational as soon as possible.

SECTION 4. HOURS AND DAYS OF SERVICE

Contractor will generally perform the required Services between 8:00 AM - 5:00 PM PST/PDT, Monday through Friday. City will, at its discretion, allow access during non-business hours when required.

SECTION 5. APPLICABLE LAWS AND REGULATIONS

- 5.1 Contractor shall comply with all applicable present and future federal, state, and local regulations, ordinances and codes including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and the Division of Occupational Safety and Health (Cal/OSHA).
- 5.2 Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

SECTION 6. WORKMANSHIP

Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

SECTION 7. WARRANTY

- 7.1 **Services.** All Services shall carry a warranty of a minimum of twelve (12) months from the date of completion of Services. Warranty-related Services shall be at no additional cost to the City.

- 7.2** In the event of a warranty claim, Contractor shall respond within 24 hours of City's notification via phone or email, and Contractor shall perform all warranty work within a reasonable time thereafter.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS
EFFECTIVE MAY 1, 2024

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation of this Agreement is \$250,000 during the Term, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes ("Maximum Compensation"). Any additional services or materials requested by the City that would exceed the Maximum Compensation may only be approved by an Amendment to the Agreement executed by the Parties.

SECTION 2. RATES

- 2.1** Rates. Contractor shall invoice all Services at the rates listed in Appendix B1 attached and incorporated by reference.
- 2.2** Rates listed in Appendix B1 are fully burdened.

SECTION 3. PAYMENT PROVISIONS

- 3.1** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:
 - 3.1.1** Invoice Number, Purchase Order Number, and Invoice Period.
 - 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
 - 3.1.3** Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.
- 3.2** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 3.3** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.4** Payment. If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment.

APPENDIX B1 TO EXHIBIT B
RATES – EFFECTIVE MAY 1, 2024

SECTION 4. RATES

The rates applicable for the Services are listed below in Table B1.

TABLE B1 –RATES

Classifications	Period	Rate
EPMS Maintenance Services as described in Exhibit A, Section 1.3	April 1, 2018 – March 31, 2019	\$20,912.50
EPMS Maintenance Services as described in Exhibit A, Section 1.3	April 1, 2019 – March 31, 2020	\$25,303.63
EPMS Maintenance Services as described in Exhibit A, Section 1.3	April 1, 2020 – April 30, 2021	\$30,134.00
EPMS Maintenance Services as described in Exhibit A, Section 1.3	May 1, 2021 – April 30, 2022	\$36,738.00
EPMS Maintenance Services as described in Exhibit A, Section 1.3	May 1, 2022 – October 31, 2022	\$18,369.00
EPMS Maintenance Services as described in Exhibit A, Section 1.3	November 1, 2022 – February 29, 2024	\$18,369.00
MITIC Notification Process Flow Diagram	May 2023	\$6,000.00
PME 2022 Upgrade	May 2023	\$3,400
One Year Software Assurance Agreement as described in Section 1.4 of Exhibit A	May 2023	\$15,750.00
Configure PME application software to deliver MITIC notification as described in Section 1.4 of Exhibit A	August 2023	\$14,500.00
Installation of software on PME server and support of EPMS migration as described in Section 1.5 of Exhibit A	November 2023	\$13,000.00
Additional Services for PME and MITIC Upgrade as described in Section 1.6 of Exhibit A		\$36,300.00
	Total	\$ 238,776.13