

**AMENDMENT NO. 2
THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
APPLIED POWER TECHNOLOGIES, INC.**

PREAMBLE

This agreement ("Amendment No. 2") 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." 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 (Agreement) 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 is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. 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 and increase maximum compensation for services provided during the extended term.

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 this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2022."

2. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended April 30, 2021.
3. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended April 30, 2021.
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. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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:

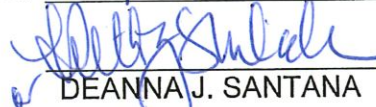
Dated:

5/10/2021



Digitally signed by Caio Arellano
Date: 2021.05.06 14:44:33
+07'00'

BRIAN DOYLE
City Attorney



DEANNA J. SANTANA
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: 4/27/2021

By (Signature): Andrew E Taylor
Name: ANDREW E. TAYLOR, P.E.

Title: CEO

Principal Place of Business Address: 1550 The Alameda, Suite 305
San Jose, CA 95126

Email Address: ataylor@apt4power.com

Telephone: (408) 342-0790

"CONTRACTOR"

**AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
APPLIED POWER TECHNOLOGIES, INC.
exhibit a – scope of services**

Amended april 30, 2021

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 service contract. Substitution of existing devices also is not part of the service contract. 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
- 2.6 Application Service Maintenance
 - 2.4.5.1. Verify service pack level and update if needed
 - 2.4.5.2. Run Diagnostic and review for repeating service issues
 - 2.4.5.3. Update inventory of software and hardware
- 2.7 System Management Tasks
 - 2.7.1 System Management
 - 2.7.1.1 Ensure all diagrams are up to date
 - 2.7.1.2 Verify logs and reports accessible from the web
 - 2.7.1.3 Ensure all frameworks are working
 - 2.7.1.4 Add/remove users as certified and/or requested.
 - 2.7.2 Device Maintenance
 - 2.7.2.1 Ensure all devices are properly configured
 - 2.7.2.2 Review alarms and communications
 - 2.7.2.3 Verify device data logging
 - 2.7.2.4 Define any required firmware upgrades
 - 2.7.3 Reports Management
 - 2.7.3.1 Ensure all reports are saved in the proper location
 - 2.7.3.2 Test virtual share to ensure reports are accessible
 - 2.7.3.3 Verify all automatic reports are saved correctly
 - 2.7.4 Automation Maintenance for Modified Information Technology Industry Council.(MITIC) Notification
 - 2.7.4.1 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:

- 2.7.4.2 Generate test notifications to test distribution lists
 - 2.7.4.3 Ensure automation logs are up to date
- 2.8 Application Management Tasks performed by City
 - 2.8.1 Microsoft Windows Operating System Service
 - 2.8.1.1 Verify service pack level and update if needed
 - 2.8.1.2 Verify Windows Services are being monitored by SVP System Support
 - 2.8.1.3 Microsoft Updates installed by SVP System Support.
 - 2.8.2 Microsoft SQL Database Management
 - 2.8.2.1 Verify service pack level and update if needed
 - 2.8.2.2 Confirm Database Manager tasks are set and functioning
 - 2.8.2.3 Copy the customer database to an external drive provided by SVP System Support
 - 2.8.2.4 SQL Updates installed by SVP System Support
- 2.9 Hardware and software support on the server, including OS, SQL database, and Browser is provided by SVP System Support.
- 2.10 Verification of proper communication of the metering system including switches and gateways is provided by SVP System Support.
- 3 Exclusions: Services do not include:
 - 3.1 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.
 - 3.2 Does NOT include additional device licenses or new functionality

**AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
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exhibit b – compensation and fee schedule**

Amended MAY 15, 2021

Compensation:

The maximum amount billed to City by Contractor for services under this Agreement as Amended will not exceed one hundred nineteen thousand eight hundred one dollars (\$119,801).

Additional services that exceed that amount shall only be authorized by a written addendum to this agreement in advance of services being performed.

Services for the period of 5/1/2021 – 4/30/2022 shall be \$36,738. Services shall be invoiced monthly at \$3,061.50. This rate is inclusive of all costs to be invoiced for services outlined in Exhibit A Scope of Services. Not other amounts may be invoiced without executed amendment to this Agreement.