

**FIRST AMENDMENT TO
PROFESSIONAL VENDOR SERVICES AGREEMENT**

OPEN SYSTEMS INTERNATIONAL, INC.

(2013 SCADA System Upgrade Project)

THIS FIRST AMENDMENT TO PROFESSIONAL VENDOR SERVICES AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and OPEN SYSTEMS INTERNATIONAL, INC., a Minnesota corporation authorized to do business in California ("Vendor"), with respect to the following facts:

RECITALS

WHEREAS, on or about August 6, 2013, City and Vendor entered into a Professional Vendor Services Agreement for the 2013 SCADA System Upgrade Project ("Agreement"); and

WHEREAS, City is satisfied with the performance of Vendor; and

WHEREAS, City has identified additional services needed for the completion of the project identified in the Agreement, in the amount of \$101,500, and desires to extend the term of the contract to November 30, 2022, to allow Vendor to complete warranty services.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Vendor agree as follows:

1. Section 1, "Scope of Services" is hereby amended by adding the additional services identified in Exhibit "A-1," attached hereto and incorporated herein by this reference.
2. The termination date of the Agreement is hereby extended to November 30, 2022.
3. Section 3, "Compensation/Payment" is hereby amended by adding an additional One Hundred One Thousand Five Hundred Dollars (\$101,500) for the additional services, as set forth in Exhibit "B-1," attached hereto and incorporated herein by this reference, for an increased contract amount of \$886,807.
4. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[Signatures on Next Page]

IN WITNESS WHEREOF, City and Vendor have caused this First Amendment to Professional Vendor Services Agreement for the 2013 SCADA System Upgrade Project to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: Susan Ulber
Assistant City Attorney

OPEN SYSTEMS INTERNATIONAL,
INC., a Minnesota corporation authorized
to do business in California

By: Bahman Hoveida

Bahman Hoveida - President & CEO
[Name and Title]

By: Ronald Ingram

Ronald Ingram - VP & Secretary
[Name and Title]

EXHIBIT “A-1”

Scope of Services



Quotation

Quote Number:
QT00005011

Date:
April 11, 2016

Bill To:
Riverside Public Utilities
PU - Elec Prod & Ops
2911 Adams Street
Riverside, CA 92504
USA

Ship To:
Riverside Public Utilities
PU - Elec Prod & Ops
2911 Adams Street
Riverside, CA, 92504
USA

Attn: Binh Nguyen

Attn: Binh Nguyen

Reference: RPU2015-Q04-Rev5

Terms: Net 30 Days

Contact: Doug Nelson

Description	Qty	Unit Cost	Unit	Extended Cost
Project Implementation				
OpenNet Model Building & Tuning Assistance At OSI: - Project Management and Coordination - OpenNet Model Design - OpenNet Model Building - Q/A Testing - Post Commissioning Problem Resolution and Assistance - System Documentation Updates Onsite: - OpenNet Model Tuning - Model Commissioning Assistance Includes 10% Valued Customer Discount	1	62,800.00	EA	62,800.00
Discount:		-6,280.00		-6,280.00
Onsite Customized OSI University OpenNet Training - 5 Days Onsite at RPU For Up To 10 Attendees	1	12,000.00	EA	12,000.00
Project Implementation Subtotal:				68,520.00
Estimated Travel Costs - Not To Exceed - Actual Travel Expenses Will Be Billed As Incurred				5,000.00
Subtotal:				5,000.00
Total:				73,520.00



Quotation

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Contact: Doug Nelson

<u>Option #1</u>				
Project Implementation				
OpenOTS Model Tuning and Assistance	1	12,200.00	EA	12,200.00
At OSI:				
- Project Management and Coordination				
- Post-Commissioning and Problem Resolution and Assistance				
- System Documentation Updates				
Onsite:				
- OpenOTS Model Build and Tuning				
- Model Commissioning Assistance				
Includes 10% Valued Customer Discount				
Discount:		-1,220.00		-1,220.00
Onsite Customized OSI University OpenOTS Training	1	12,000.00	EA	12,000.00
- 5 Days Onsite at RPU For Up To 10 Attendees				
Project Implementation Subtotal:				22,980.00
Estimated Travel Costs				5,000.00
- Not To Exceed				
- Actual Travel Expenses Will Be Billed As Incurred				
Subtotal:				5,000.00
Option #1 Total:				27,980.00
<u>Other</u>				
Special Terms & Conditions - Please Review				
1. It is assumed that the project will conclude when the model is updated and matches the real-time system as defined during the model design phase and agreed upon by both OSI and RPU.				
2. Quote assumes RPU will provide their current SCADA and OpenNet databases.				
3. Quote assumes RPU will provide a complete system one-line drawing in a pdf format which is accurate and up to date.				
4. It is assumed RPU will validate the design and updated model provided by OSI.				
5. Quote includes a post commissioning system verification and support 1 month after commissioning for verification that the model is still accurate and support for any additional questions at that time. This remote support is limited to 2 days of engineering support.				
6. Scope of work is limited to the expansion of the OpenNet model up to the following sizes:				
OpenNet Devices				
Buses: 260				
Generators: 15				
Branches: 120				
Stations: 30				



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<p>Loads: 250</p> <p>7. It is assumed RPU will provide all third party hardware, software, licensing and configuration not specifically mentioned in this quote.</p> <p>8. Quote assumes RPU will have dedicated personnel assigned to assist in the installation and implementation effort.</p> <p>9. RPU shall provide all relevant system information required for the work as needed (i.e. databases, displays, networking information, etc.).</p> <p>10. If required, quote assumes RPU will handle any custom display and database work, and will test and verify all external links and interfaces.</p> <p>11. Quote assumes RPU will provide high-speed remote access to server and console hardware if needed (VPN, Remote Desktop Connection, etc.). Dial-up modem connections are insufficient.</p> <p>12. Customer Appreciation Discount is valid should OSI receive quote acceptance or authorization to invoice prior to June 30, 2016.</p>				
<p>Comments: Payment Milestones: 50% Upon Quote Acceptance, 50% Upon Project Completion</p>	See Totals Above			



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Terms and Conditions

1. This quotation is valid for 30 days, unless otherwise agreed.
2. Travel costs are not included in this quote. All travel and associated administrative costs will be billed as incurred.
3. All quoted prices are in US Dollars (\$), unless otherwise noted.
4. OSI will schedule all work upon receipt of the purchase order subject to OSI's resource availability.
5. Unless otherwise stated, Customer shall pay all applicable shipping.
6. Training, if applicable, will be provided at OSI's facility, unless otherwise agreed.
7. Quoted price does not include applicable taxes.
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
9. Unless otherwise stated, Customer will have dedicated personnel available to assist OSI in the work.
10. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
11. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
12. Any Quote(s) for system upgrade services assumes that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical events.
16. Export Controls:
 - a. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders.
 - b. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - c. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - d. The requirements of (b) and (c) above apply to all Product(s) purchased or licensed to Customer from OSI whether included in this quote or purchased or licensed previous

EXHIBIT “B-1”

Compensation/Payment



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 - c. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - d. The requirements of (b) and (c) above apply to all Product(s) purchased or licensed to Customer from OSI whether included in this quote or purchased or licensed previous