

**SECOND AMENDMENT TO  
PROFESSIONAL VENDOR SERVICES AGREEMENT**

**OPEN SYSTEMS INTERNATIONAL, INC.**

**(2013 SCADA System Upgrade Project)**

THIS SECOND AMENDMENT TO PROFESSIONAL VENDOR SERVICES AGREEMENT ("Second 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, on or about July 18, 2016, City and Vendor entered into a First Amendment to Professional Vendor Services Agreement for the 2013 SCADA System Upgrade Project; and

WHEREAS, City has identified additional support services needed to finish the project and desires to amend the Scope and Services of the Agreement to include said 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-2," attached hereto and incorporated herein by this reference.
2. Section 2, "Compensation/Payment" is hereby amended by adding \$61,750.00 for the additional services, as identified in Exhibit A-2.
3. All terms and conditions of the Agreement not inconsistent with this Second 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 Second 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 Wilson  
Assistant City Attorney

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

By: Bahman Howenda

Bahman Howenda - President and CEO  
[Name and Title]

By: Run Ingram

Run Ingram - VP and Secretary  
[Name and Title]

**EXHIBIT "A-2"**

**Scope of Services**



## QUOTATION

Quote Number: 20083  
Reference: RPU2015-Q05-Rev2

**Quote To:**  
Riverside Public Utilities  
3460 Orange Street  
Riverside CA 92501  
USA

**OSI Sales Contact:**  
Name: Doug Nelson  
Phone: (763) 404-4586  
Email: Doug.Nelson@osii.com

**Date:**  
8/3/2016  
**Valid Until:**  
10/31/2016

**Attention:**  
C.J. Smith  
(951) 826-5017  
cjsmith@riversideca.gov

**Quote Description:**  
Quotation for PI Interface

Description	Qty	Unit Cost	Unit	Extended Cost
<b>Base Quote</b>				
<b>monarch™ Support Adders</b>				
monarch™ Support Adder	1	6,750.00	EA	\$ 6,750.00
<b>monarch™ Support Adders Subtotal:</b>				<b>\$ 6,750.00</b>
<b>OSI Software</b>				
PI Interface Licensing	1	45,000.00	EA	\$ 45,000.00
Production System Only (Installation on 2 Nodes) Interface to One PI Database Archival Only, 100,000 Points				
<b>OSI Software Subtotal:</b>				<b>\$ 45,000.00</b>
<b>Project Implementation</b>				
Engineering/Implementation Services	1	7,000.00	EA	\$ 7,000.00
Project Management and Coordination Project Engineering and Design Remote Software Installation and Configuration Point Mapping (Up to 10 Points) System Documentation Updates				
<b>Project Implementation Subtotal:</b>				<b>\$ 7,000.00</b>
<b>Third Party Software</b>				
PI SDK License	1	3,000.00	EA	\$ 3,000.00
<b>Third Party Software Subtotal:</b>				<b>\$ 3,000.00</b>
<b>Total:</b>				<b>\$ 61,750.00</b>



# OSI

## QUOTATION

Quote Number: 20083

Reference: RPU2015-Q05-Rev2

**Customer Contact Info:****Bill To:**

Riverside Public Utilities  
PU - Elec Prod & Ops  
Riverside CA 92504  
USA

**Attention:**

C.J. Smith  
(951) 826-5017  
cjsmith@riversideca.gov

**Ship To:**

Riverside Public Utilities  
3460 Orange Street  
Riverside CA 92501  
USA

**Attention:**

C.J. Smith  
(951) 826-5017  
cjsmith@riversideca.gov

**Payment Terms:**

Net 30 Days

**Milestone Payment Details:**

50% Upon Quote Acceptance; 50% Upon Project Completion

**Special Terms and Conditions:**

1. Quote assumes RPU will have the PI System Setup and operational prior to the commencement of this project.
2. Quote includes point mapping services of up to 10 points/tags for training purposes. Data mapping instructions will be provided. RPU will be responsible for mapping remaining points. Additional OSI services may be quoted separately if needed.
3. Quote excludes engineering services for assistance with or troubleshooting non-monarch™ data or connections to the PI System.
4. Quoted licensing and services pertain to software installation on RPU's productions and BCC environments only. The PDS and QAS environments are excluded from the scope of this project. Additional licensing/services can be purchased as needed.
5. It is assumed that RPU will provide all third party hardware, software (such as backup/archival software, operating systems, etc.), licensing and configuration not specifically mentioned in this quote.
6. Quote assumes RPU will have dedicated personnel assigned to assist in the installation and implementation effort.
7. RPU shall provide relevant system information required for the work as needed (i.e. databases, displays, networking information, etc.).
8. If required, quote assumes RPU will handle any custom display and database work, and will test and verify all external links and interfaces.
9. 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.
10. Quote assumes that any hardware purchased by RPU is compliant with monarch™.NET minimum requirements as follows:

**Server:**

Dual Six-Core HT, 2.3Hz and Above  
RAM: 32+GB  
OS: Windows Server 2008 & 2012, RedHat Enterprise Linux 5&6

**Workstation:**

Single Quad-Core HT, 2.8GHz and Above  
RAM: 8+GB  
OS: Windows 8.1 Pro 64-bit  
VideoCard: FirePro W5000 2GB or Better





## QUOTATION

Quote Number: 20083

Reference: RPU2015-Q05-Rev2

### Standard Terms and Conditions

1. Travel costs are not included in this quote. All travel and associated administrative costs will be billed as incurred.
2. All quoted prices are in US Dollars (\$), unless otherwise noted.
3. OSI will schedule all work upon receipt of the purchase order subject to OSI's resource availability.
4. Unless otherwise stated, Customer shall pay all applicable shipping.
5. Training, if applicable, will be provided at OSI's facility, unless otherwise agreed.
6. Quoted price does not include applicable taxes.
7. 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.
8. Unless otherwise stated, Customer will have dedicated personnel available to assist OSI in the work.
9. 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.
10. 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.
11. 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.
12. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
13. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
14. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
15. Customer Furnished Hardware and Software:
  - 15.1. Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. If necessary, Customer shall ship the CFE to OSI for integration into the System. Prior to Customer shipping the CFE to the OSI site, OSI and Customer will mutually agree upon the configuration to be used for this CFE. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
16. Export Controls:
  - 16.1. 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.
  - 16.2. 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.
  - 16.3. 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.
  - 16.4. 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

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.