

## **FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

### **INDUSTRIAL EVOLUTION, INC.**

#### **Enterprise ODMS Project Phase II**

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and INDUSTRIAL EVOLUTION, INC., an Arizona corporation authorized to do business in California ("Consultant"), with respect to the following facts:

#### **RECITALS**

WHEREAS, on July 18, 2016, City and Consultant entered into that certain Professional Consultant Services Agreement, in conjunction with PI System Enterprise Support Services ("Agreement"); and

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

WHEREAS, Consultant was asked to perform additional duties outside the original scope of services for PI System Enterprise Support Services; and

WHEREAS, City and Consultant desire to extend the term of the contract for one additional year, to July 18, 2018; and

WHEREAS, City and Consultant desire to increase the contract amount to Seven Hundred Twenty-Four Thousand Dollars (\$724,000).

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

1. The term of the Agreement is hereby extended by one additional year, to July 18, 2018.
2. The Scope of Services is amended with the addition of the services described in Exhibit "A-1," attached hereto and incorporated herein by reference.
3. Section 3. "Compensation/Payment" is hereby amended by increasing the contract amount to Seven Hundred Twenty-Four Thousand Dollars (\$724,000) for the additional services, as set forth in Exhibit "B-1," attached hereto and incorporated herein by reference.
4. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city  
and municipal corporation

INDUSTRIAL EVOLUTION, INC., an Arizona  
corporation authorized to do business in California

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**EXHIBIT "A-1"**  
**SCOPE OF SERVICES**

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# PI System Enterprise Support Services



CLIENT	City of Riverside
CLIENT LOCATION	Riverside, CA
PROPOSAL REF. NO.	C17-349-001
REVISION NUMBER	0
DATE	10 March 2017
PROPOSAL CONTACT	Mark Brown
PHONE NO.	970-420-4444



**ADVANCED TECHNOLOGIES**

A Yokogawa Company

## **INDUSTRIAL EVOLUTION, INC.**

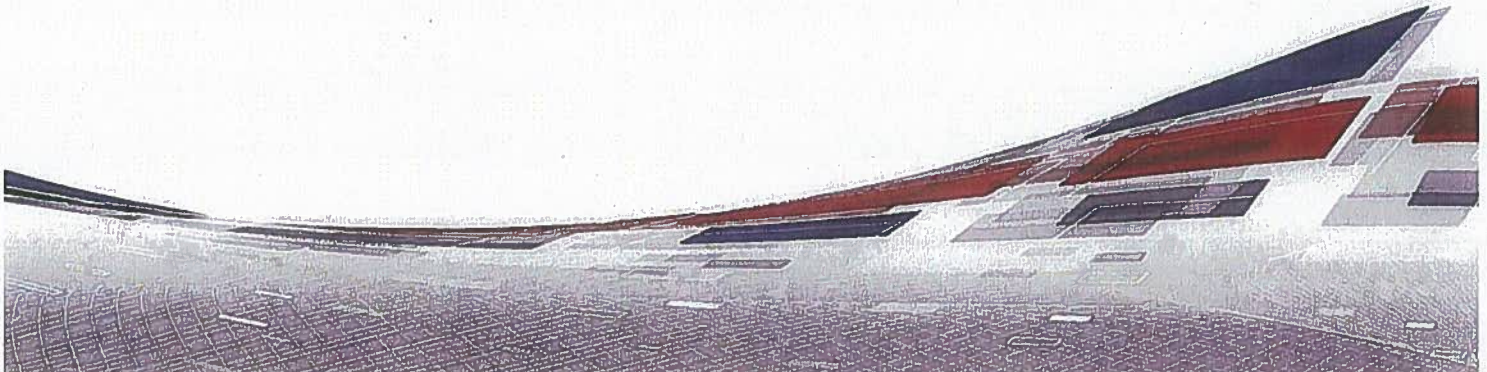
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As of October 1, 2016, Industrial Evolution (a wholly-owned subsidiary of Yokogawa Electric Company) integrated its operations with KBC Advanced Technologies (also wholly-owned by Yokogawa), and is now doing business using the KBC brand name under license. By accepting this document, the recipient confirms that all information contained herein will be kept confidential, and this information will not be disclosed to third parties without the prior written agreement of Industrial Evolution, Inc.





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Appendix A – 2017 Labor Rates



## **1.0 Purpose**

This document is a commercial proposal from Industrial Evolution to the City of Riverside that outlines our scope of work and terms for providing resources for the PI System enterprise architecture design, validation, implementation, and training to support City of Riverside operations.

## **2.0 Scope of Work**

The local onsite Industrial Evolution team will consist of two Senior Consultants and an Associate Consultant that will support the following scope:

- Interpret business requirements into PI System design components.
- Interface with personnel in supporting and enhancing PI System.
- May assist in the coordination of tasks to general server administrators.
- Create and maintain online documentation related to PI usage and capabilities.
- Create PI tags based on the scope outline in Solution Components (i.e., SCADA, FCI, etc.) to be loaded when OSIsoft Field Services installs interfaces and PI Server.
- Determine best method to load historical data, and estimate effort required should we collectively determine the need of historical data (this is from SCADA, i.e., OSI, FCI).
- Handle first level support for end user's requests and issues.
- Participate in the OSIsoft conducted workshops to do the initial configuration of AF, analytics, and displays to implement defined business initiatives and use cases.
- Develop solutions to leverage PI System artifacts beyond the initial workshop sessions based on project needs. This includes dashboards in addition to the initial scoped displays.
- Gather business unit requirements (analytical, reporting, notifications) and enable through best practice design/setup of the OSIsoft ecosystem components: PI Asset Framework, PI Event Frames, PI Analytics, PI ProcessBook/PI Coresight, PI DataLink, PI Manual Logger, PI Notifications.
- Create PI AF builder load file spreadsheets under direction of OSIsoft during the first workshop. This is based on RPU GIS and Asset Management instances. This will be used to load AF elements and attributes during first workshop.





- Assist team members in displaying PI in third party visualization products.
- Manage and provide governance for dashboard displays.
- Provide in house and on-site PI System experience to ensure the project progress.

### 3.0 Assumptions

- City of Riverside will provide all necessary office equipment and work space
- City of Riverside will provide all necessary security access to computer systems, plants, and office(s)
- City of Riverside will provide all necessary safety training (if applicable)

### 4.0 Schedule

Our resources currently assigned to City of Riverside will remain on this project.

### 5.0 Commercial Terms

#### 5.1 Professional Fees

The professional fees for all work as described in 2.0 are as follows:

- **Senior Consultant (x2)** **\$125/hour**  
(Based on a 12 month commitment. Additional resources are available at the published hourly rate - see Exhibit A)
- **Associate Consultant** **\$112/hour**  
(Based on a 12-month commitment. Additional resources are available at the published hourly rate - see Exhibit A)
- **Total Costs for Three Resources** **\$724,000**  
(Based on a 12 month commitment. Assumes a 2,000 person-hour year. Additional resources are available at the published hourly rate - see Exhibit A)

Additional work, if required, will be charged per our standard labor rates (see Appendix A) or otherwise upon mutual agreement at the time of request.

#### 5.2 Expenses

Out-of-pocket expenses (if applicable and as approved) will be invoiced at cost plus 10%, and invoiced monthly in arrears; however, there are no expenses anticipated for this work.

#### 5.3 Payment Terms

Professional fees will be invoiced monthly in arrears. Payments are due within 30 days of receipt of invoice.



#### **5.4 Taxes**

All quoted fees and expenses are not of any applicable taxes and represents the amount payable to KBC.

#### **5.5 Terms and Conditions**

The agreement will be subject to the term and conditions in the executed Professional Consultant Services Agreement dated the 18<sup>th</sup> day of July, 2016.

#### **5.6 Validity**

This quote is valid until June 9, 2017.



**EXHIBIT "B-1"**

**COMPENSATION/PAYMENT**



- Assist team members in displaying PI in third party visualization products.
- Manage and provide governance for dashboard displays.
- Provide in house and on-site PI System experience to ensure the project progress.

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