

**THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES
AGREEMENT**

**KBC ADVANCED TECHNOLOGIES, INC.
INDUSTRIAL EVOLUTION, INC.**

Enterprise ODMS Project Phase II

THIS THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Third Amendment") is made and entered into this _____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), KBC ADVANCED TECHNOLOGIES, INC., a Delaware corporation authorized to do business in California and INDUSTRIAL EVOLUTION, INC., a Delaware corporation authorized to do business in California, with respect to the following facts:

RECITALS

WHEREAS, on July 18, 2016, City and Industrial Evolution, Inc. entered into that certain Professional Consultant Services Agreement, in conjunction with PI System Enterprise Support Services ("Agreement"), in the amount of Six Hundred Ninety-Eight Thousand Dollars (\$698,000); and

WHEREAS, on or about June 20, 2017, City and Industrial Evolution, Inc. intended to enter into a First Amendment to Professional Consultant Services Agreement ("First Amendment"), extending the term of the Agreement for one additional year, to July 18, 2018, and increasing the contract amount by Seven Hundred and Twenty-Four Thousand Dollars (\$724,000), for a new total contract amount of One Million Four Hundred and Twenty Thousand Dollars (\$1,422,000). However, the First Amendment that was executed by the parties reflected an increase in the contract amount to Seven Hundred and Twenty-Four Thousand Dollars (\$724,000) instead of an increase to One Million Four Hundred Twenty-Two Thousand Dollars (\$1,422,000); and

WHEREAS, on or about July 18, 2018, City and Industrial Evolution, Inc. entered into a Second Amendment to Professional Consultant Services Agreement ("Second Amendment"), extending the term of the Agreement for one additional year, to July 18, 2019, with no additional compensation, to allow Industrial Evolution, Inc. to complete the services and reflecting the corrected amount of the contract, which is One Million Four Hundred Twenty-Two Thousand Dollars (\$1,422,000); and

WHEREAS, the City has been pleased with the performance of Industrial Evolution, Inc. and wishes to extend the term of the agreement for two additional years, until July 18, 2021 in order for Industrial Evolution, Inc. to provide additional services in the amount of Seven Hundred and Two Thousand Dollars (\$702,000), for a new contract amount of Two Million One Hundred and Twenty-Four Thousand Dollars (\$2,124,000); and

WHEREAS, Industrial Evolution, Inc., wishes to assign all of its rights and obligations under the Agreement to KBC Advanced Technologies, Inc., and both the City and KBC Advanced Technologies, Inc. are in agreement with such an assignment and assumption.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City, Industrial Evolution, Inc. and KBC Advanced Technologies, Inc., agree as follows:

1. Term. The term of the Agreement is extended by two (2) additional years, to July 18, 2021.

2. Scope of Services. For the extended term of the Agreement, Consultant shall perform the additional Services as more particularly described in Exhibit A-2, attached hereto and incorporated herein by this reference.

3. Compensation/Payment. For period of the extended term of the Agreement, from Section 3, "Compensation/Payment," is hereby amended by increasing the contract amount by Seven Hundred and Two Thousand Dollars (\$702,000) for the additional Services, as set forth in Exhibit "B-2," attached hereto and incorporated herein by reference, for a new contract amount of Two Million One Hundred and Twenty-Four Thousand Dollars (\$2,124,000)."

4. Assignment. Industrial Evolution, Inc. hereby sells, transfers, grants and assigns to KBC Advanced Technologies, Inc. all of its rights, title and interest in, to and under, and all of its rights and obligations arising out of or relating to the Agreement, as amended.

5. Assumption of Assignment. KBC Advanced Technologies, Inc. hereby purchases, accepts and assumes the foregoing assignment by Industrial Evolution, Inc. of all its rights, title and interest in, to and under, and all rights and obligations of Industrial Evolution, Inc. arising out of or relating to the Agreement, in accordance with the terms and conditions of the Agreement.

6. Consent. City hereby consents to such assignment and assumption. City's consent to this assignment and assumption is not intended to and shall not amend, modify, or delete in anyway the rights and obligations of the City, KBC Advanced Technologies, Inc. or Industrial Evolution, Inc. under the Agreement.

7. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this Third Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, City, Industrial Evolution, Inc. and KBC Advanced Technologies, Inc. have caused this Third Amendment to Professional Consultant Services Agreement to be duly executed on the day and year first above written.

[signatures on next page]

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

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

INDUSTRIAL EVOLUTION, INC., a Delaware corporation authorized to do business in California

By: AMW

Lisa M Williams
Printed Name

COO IE
Title

By: _____

Printed Name

Title

KBC ADVANCED TECHNOLOGIES, INC., a Delaware corporation authorized to do business in California

By: George Nino

George Nino
Printed Name

Corporate Secretary
Title

By: _____

Printed Name

Title

Exhibit A-2

Scope of Work

The local onsite KBC team will consist of a Senior Consultant 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
- Create and maintain online documentation related to PI usage and capabilities
- Handle first level support for end user requests and issues
- Assist teams members in displaying PI in 3rd party visualization products
- Manage and provide governance for dashboard displays
- Provide in house and on site PI System experience to ensure the project progress
- Provide training for the in-house resources on routine PI Administration tasks
- Gather requirements and develop at least two system integrations for Advanced Meter Infrastructure head-end system and the Customer Information System
- Develop displays and dashboards for existing and new integrations
- Conduct PI Super User training, as requested
- Transfer knowledge to Riverside in-house technical staff
- Maintain Electric Asset Framework (AF) and add substation assets
- Complete additional development of Water AF
- Develop / build Market Operations AF
- Configure Manual Logger for Water Operations and Generation
- Train Super Users for further configuration of Manual Logger
- Configure Event Frames for water and electric SCADA events and electric AMI events

Exhibit B-2

The scope of services is a continuation of the scope from the Agreement, First Amendment, and Second Amendment.

The professional fees for all work for the extended term will be based on the following:

Resource	Hours	Hourly Rate	Total
Senior Consultant	3600 (2 years)	\$135.00	\$486,000
Associate Consultant	1800 (1 year)	\$120.00	\$216,000
Total			\$702,000