

AMENDMENT NO. 2
CBE NO. 170045
AVEVA (FORMERLY WONDERWARE) SOFTWARE, HARDWARE,
MAINTENANCE AND TECHNICAL SUPPORT SERVICES

THIS AMENDMENT is made and entered into this ____ day of _____, 2023, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT** (hereinafter referred to as "DISTRICT"), and **Q-MATION, INC., DBA WONDERWARE NORTH (FORMERLY STANDARD AUTOMATION AND CONTROLS, LP DBA WONDERWARE WEST)**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE No. 170045, entitled "Aveva (formerly Wonderware) Software, Hardware, Maintenance and Technical Support Services" dated July 18, 2017 (hereinafter referred to as ORIGINAL AGREEMENT); and

WHEREAS, the parties previously entered into an AGREEMENT Amendment One dated September 27, 2021 to modify the software name/ownership change to AVEVA Software and convert the existing software/hardware maintenance into AVEVA Flex subscription model (hereinafter referred to as "Amendment 1");

WHEREAS, assignment of contractual rights from Standard Automation and Controls, LP dba Wonderware West to Q-Mation, Inc., dba Wonderware North has been approved by the DISTRICT dated December 19, 2022; and

WHEREAS, the parties desire to modify the amended AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A, Scope of Services, of this AGREEMENT is hereby revised and replaced with Exhibit A-1, revised Scope of Services, attached hereto and made part of this AGREEMENT.
2. Exhibit B, Fee Schedule (inclusive of Attachment to Exhibit B, License Inventory), of this AGREEMENT is hereby replaced in its entirety with Exhibit B-1, revised Fee Schedule, attached hereto and made part of this AGREEMENT.

Except as expressly amended herein, the terms and conditions of the AGREEMENT shall remain in full force and effect.

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

By: _____
THOMAS A. MINWEGEN
General Manager

Q-MATION, INC., DBA WONDERWARE NORTH

By:  _____
ROBERT D'AGOSTINO
President

APPROVED AS TO AVAILABLE FUNDING:

By:  _____
CHARLES OCANSEY
Deputy General Manager, Finance

APPROVED AS TO LEGALITY ONLY:

By:  _____
DAVID J. STOFT
General Counsel

EXHIBIT A-1 – SCOPE OF SERVICES

1.0. Background:

1.1 The District currently utilizes AVEVA Wonderware and ThinManager software for its plant and lift stations Supervisory Control and Data Acquisition (SCADA) systems and thin client network. The software is used for monitoring and control of the lift stations and water resource treatment processes at all service areas. This contract is needed to ensure continued ability to procure the software licenses, hardware and associated services to assure proper monitoring of the treatment processes. The contract will include the following:

2.0 AVEVA Wonderware and ThinManager Maintenance and Standard Support includes:

2.1 Priority support over all non-support customers:

2.1.1 Direct telephone support access to qualified support engineers during the hours of 8:00 am – 6:00 pm CST Monday through Friday. Call toll free number at **888-334-3293 877-900-4996**.

2.1.2 Priority resolution of email and fax inquiries. Electronic Support: E-mail support – **support@wonderwarewest.com support@wonderwarenorth.com**. Fax support **281-892-0899 (next day response)**

2.1.3 One-day complimentary on-site assistance for application upgrading or other technical issues. This must be scheduled at least three weeks in advance. * One day is defined as 8 hours during normal business hours. Any additional on-site assistance as needed beyond 8 hours, standard rates will apply as defined in exhibit B.

2.1.3 ~~Around the clock (24/7) access to STAC Web site and FTP Server, where customers can send and receive files.~~ Access to an extensive knowledgebase of technical user documentation, issue solutions, product trends and software updates through the AVEVA Wonderware Global Customer Support (GCS) website.

2.1.4 Future version maintenance releases (additional fee may be required for third party products).

2.1.5 Access to a wide range of online training webinars which include a collection of feature specific recorded lectures and software demonstrations.

3.0 New/Additional AVEVA Wonderware and ThinManager License Maintenance and Support

3.1 ~~New Wonderware licenses being purchased must have a pro-rated amount of support to cover remaining support term. Standard level prorated support is based on an estimated multiplier of 10.2% of license value.~~

3.2 3.1 New ThinManager licenses being purchased during the current Agreement year will be added to the support agreement at no charge based on receipt of a Purchase Order for Enterprise server license.

4.0 Training Classes

4.1 Access to a wide range of online training webinars which include a collection of feature specific recorded lectures and software demonstrations. Most of these webinars are available at no charge to the DISTRICT but some require a nominal fee. Wonderware North regularly scheduled training classes are offered at ~~Schneider Electric in Lake Forest California~~ various Wonderware North training locations (Philadelphia, PA, Boston, MA, Indianapolis, IN, Houston, TX, Phoenix, AZ and more or through virtual instructor led on line web-based training. All AVEVA Wonderware course description and schedules with prices per student are published at www.wonderwarewest.com/training www.wonderwarenorth.com.

5.0 Engineering Services

5.1 Preferred hourly rates for engineering services based on 5% off standard hourly rates as defined in Exhibit B-1.

~~6.0 Hardware~~

6.1 ~~Hardware including but not limited to Touch Panel Computers integrated with Wondeware software licenses may be purchased under this agreement. Preferred pricing for hardware will be based on 0% discount off standard hardware pricing.~~

*Any services involving travel will require prior approval by DISTRICT. Travel and Living Expenses will be charged in accordance with the travel policies in Exhibit E.

**~~Annual increase for standard support will be capped at 3%.~~ Annual increase for ThinManager Software licenses will be capped at 10%. Payments will be made based on the actual price increase.

***Hourly Rates for engineering services defined in Exhibit B will be valid for a period of 5 years, capped with an annual increase of 5% ~~thereafter~~.

EXHIBIT B-1 - FEE SCHEDULE

Section B: Invoice Schedule

AVEVA will invoice Customer for the Credits in accordance with the invoice schedule below. Customer will pay to AVEVA the fees for the agreed Credits set forth in this Order Form within thirty (30) days of the Invoice Date over a term of 3 years.

Item	Year 1	Year 2	Year 3
Total Number of Credits	17,000	17,000	17,000
Invoice Amount	\$186,658	\$192,260	\$198,030
Invoice Date	Sept. 2021	June 2022	June 2023

CONSULTING SERVICES BILLING RATES

Application Consulting

Description	Weekday	Weekday OT	Weekend	Weekend OT	Holiday
Standard Rate	\$150.00/hr	\$225.00/hr	\$225.00/hr	\$225.00/hr	\$300.00/hr
Travel	\$75.00/hr	\$75.00/hr	\$100.00/hr	\$100.00/hr	\$150.00/hr
Standard Minimum Charge	\$1,200 per day plus travel plus expenses				

System Consulting

Description	Weekday	Weekday OT	Weekend	Weekend OT	Holiday
Standard Rate	\$200.00/hr	\$300.00/hr	\$300.00/hr	\$300.00/hr	\$400.00/hr
Travel	\$75.00/hr	\$75.00/hr	\$100.00/hr	\$100.00/hr	\$150.00/hr
Standard Minimum Charge	8 hour minimum (\$1,600) plus travel plus expenses				

Engineering/Consulting Services:

1. A written "Not to Exceed" estimate will be provided for any request for such engineering/consulting services. The estimate will include the estimated number of hours, hourly rate type, associated travel and expense cost and completion date. The hourly rate must correspond with the rate provided in this agreement and include any discount offered herein.
2. Work will only be performed with Owner's written authorization by issuance of a purchase order. Billings for work performed will not exceed the estimate.

EXHIBIT B-1 - FEE SCHEDULE

**AMENDMENT 1, ATTACHMENT B
ORDER FORM/PRODUCT DESCRIPTION
AGREEMENT NO.: CBE-170045**

Pricing is a hybrid of software maintenance / FLEX pricing using subscribed and perpetual licenses under the FLEX credit program at the rate of \$10.98 per credit with a total of 17,000 credits per year. Existing licenses will remain perpetual under the FLEX program except for the items noted under license type FLEX in Addendum 1. Cost per credit subject to change at the end of the three-year subscription period.

The following system configurations are supported by the above quote:

FWRC SCADA Galaxy 1	Functional Use	License Type	Part Numbers
GR Node/ Test TS5	GR, Dev/RDP server	Perpetual	SysPlt-15-C-20
AOS1	OI Server	Perpetual	ComDrv-51-C-20
AOS2	OI Server	Perpetual	ComDrv-51-C-20
AOS3	OI Server	Perpetual	ComDrv-51-C-20
AOSInTouch1	OI Server	Perpetual	ComDrv-51-C-20
TS1	UL/Supervisory server	FLEX	FLEX-HMI-012
TS3	UL/Supervisory server	FLEX	FLEX-HMI-012
HIST1	100K Historian	Perpetual	HstEnt-55-C-20
FWRC SCADA Galaxy 2	Functional Use	License Type	Part Numbers
GR Node / Test TS6	GR, Dev/RDP server	Perpetual	SysPlt-15-C-20
AOS1	OI Server	Perpetual	ComDrv-51-C-20
AOS2	OI Server	Perpetual	ComDrv-51-C-20
AOS3	OI Server	Perpetual	ComDrv-51-C-20
AOSInTouch2	OI Server	Perpetual	ComDrv-51-C-20
TS2	UL/Supervisory server	FLEX	FLEX-HMI-012
TS4	UL/Supervisory server	FLEX	FLEX-HMI-012
HIST2	100K Historian	Perpetual	HstEnt-55-C-20
Moapa SCADA Galaxy	Functional Use	License Type	Part Numbers
MoapaHist1	5K Historian	Perpetual	HstStd-03-C-20
AOS1	OI Server	Perpetual	ComDrv-51-C-20
MoapaTS2V	12 user RDP server	Perpetual	SupClit-03-C-20
GR Node	GR, Dev	FLEX	FLEX-SP-001
Isprings SCADA Galaxy	Functional Use	License Type	Part Numbers
ISpringsHist1	5K Historian	Perpetual	HstStd-03-C-20
ISpringsAOS	OI Server	Perpetual	ComDrv-51-C-20
ISpringsTS2V	12 user RDP server	Perpetual	SupClit-03-C-20
GR Node	GR, Dev	FLEX	FLEX-SP-001
Power Mon. Galaxy	Functional Use	License Type	Part Numbers
PMGR1	GR, Dev	Perpetual	DevStd-04-C-20
PMHIST1	5K Historian	Perpetual	HstStd-03-C-20
PMAOS1V	OI Server - VM	Perpetual	ComDrv-51-C-20

END OF AMENDMENT 2