



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Infrastructure Division
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

May 05, 2023

Cris Gallegos
APX Inc.
2150 N. First Street, Suite 200,
San Jose CA 95131
Email: cgallegos@apx.com

RE: 1) Notice of Contract Amendment Certification
2) Executed Amendment #2 between the City and County of San Francisco
Public Utilities Commission and APX Inc.

Dear Mr. Gallegos,

This letter provides a *Notice of Contract Amendment Certification* for the following contracted work:

Contract ID Number: PRO.0152 (APX) (1000025516)

Contract Title: Power Scheduling Coordination and Related Support Services

Effective Date: May 31, 2022 to May 25, 2027

Amount: Total value of contract not to exceed
\$895,742,800.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel
Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
cc: Sunita K Jones

File/ PRO.0152 (APX) Amendment #2 - NCAC

London N. Breed
Mayor

Newsha K. Ajami
President

Sophie Maxwell
Vice President

Tim Paulson
Commissioner

Anthony Rivera
Commissioner

Kate H. Stacy
Commissioner

Dennis J. Herrera
General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

**Agreement between the City and County of San Francisco and
APX Inc.**

**PRO.0152
Power Scheduling Coordination and Related Support Services
Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of March 22, 2023, in San Francisco, California, by and between **APX Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount for power pass-through charges by \$ 636,000,000 and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposal (“RFP”) on July 16, 2021 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on April 4, 2022 from the Civil Service Commission under PSC number 49372 – 21/22 in the amount of \$136,500,000 for the period of 5 years; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by Resolution Number 23-0025 on January 24, 2023; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution Number 095-23 on March 17, 2023.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated May 26, 2022 between Contractor and City, as amended by the:

First Amendment, dated January 6, 2023.

1.2 Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Compensation. Section 3.3.2 Payment of CAISO Pass-Through Charges of the Agreement currently reads as follows:

3.3.2 As part of the SC Services set forth in Appendix A, Contractor is responsible for processing payments of the City's CAISO Pass-Through Charges through the designated Clearing Account for the City in accordance with the CAISO Tariff. The total amount of City's CAISO Pass-Through Charges settled through this Agreement shall not exceed Two Hundred Fifty Five Million, Five Hundred Thousand Dollars (\$255,500,000) ("Pass-Through Charge Amount"). The Pass-Through Charge Amount represents the value of City's CAISO Pass-Through Charges only, and does not alter the amount of compensation due to Contractor under Section 3.3.1 of this Agreement or any other right, obligation, or duty of either Party.

Such section is hereby amended in its entirety to read as follows:

3.3.2 As part of the SC Services set forth in Appendix A, Contractor is responsible for processing payments of the City's CAISO Pass-Through Charges through the designated Clearing Account for the City in accordance with the CAISO Tariff. The total amount of City's CAISO Pass-Through Charges settled through this Agreement shall not exceed Eight Hundred Ninety One Million Five Hundred Thousand Dollars (\$891,500,000) ("Pass-Through Charge Amount"). The Pass-Through Charge Amount represents the value of City's CAISO Pass-Through Charges only, and does not alter the amount of compensation due to Contractor under Section 3.3.1 of this Agreement or any other right, obligation, or duty of either Party.

2.2 Appendix B. Section 7 Retention of the Agreement currently reads as follows:

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

Such section is hereby amended in its entirety to read as follows:

7. Retention. (Reserved)

Article 3 Reserved.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

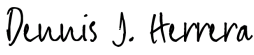
Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.


CITY

Recommended by:

DocuSigned by:

6619F304C40A4DA...
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission


CONTRACTOR

APX Inc.

DocuSigned by:

6A1A01BBD874436...
Brian Fellon
CCO
City Supplier number: 0000026457

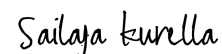
Approved as to Form:

David Chiu
City Attorney

By: 
3AA5640935284BE...
Margarita Gutierrez
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: 
78EAE44AB01C4E9...
Name: Sailaja Kurella