

Exhibit No. 1

AMENDMENT NO. 2

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT (“Amendment No. 2”) by and between the City of Carson, a California municipal corporation (“City”) and Johnson Controls, Inc., a Wisconsin corporation (“Contractor”) is effective as of the 5th day of December, 2023. City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 (“Agreement”), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City’s 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed \$5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of \$774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City’s Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City’s emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor’s provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement to add temporary CCTV trailers and mobile marshalls camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by \$686,331.00, from \$5,165,644.08 to \$5,851,975.08 (“Amendment No. 1”). Application of the \$686,331.00 to the \$774,846.61 contingency approved by the City Council resulted in \$88,515.61 remaining in the approved contingency.

D. Now, the Parties seek to again amend the Agreement to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed \$480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of \$178,918.88, for a total additional cost of \$659,861.35.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~):

A. **Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:**

“1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems *and Exhibit “A-2” (“Global Project”)* and Exhibit “A-1”. Exhibit “A-1” describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. *Exhibit “A-2” describes Change Order 1 and Change Order 2.* The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City’s 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of *the work described in Exhibit “A-2” and Contractor’s Bid items with the exception of 1, 10 and 14, and Exhibit “A-1,”* will comprise the public works component of the Global Project (“**Project**”). As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor’s Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.”

B. **Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:**

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor’s Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of an amount not to exceed ~~Six Five Million Five Eight Hundred Eleven Fifty One Thousand Eight Nine Hundred Thirty Six Seventy Five Dollars and Forty Four Eight Cents (\$6,511,836.44)~~ **\$5,851,975.08** (“**Contract Sum**”) for completion of the Global Project. Of this amount, the amount attributable to the Project is ~~Three Two~~

Million ~~Four Seven~~ Hundred ~~Fifty Four~~ Ninety Four Thousand ~~Eight Nine~~ Hundred ~~Forty~~ ~~Seventy Nine~~ Dollars and ~~Ninety Six~~ Sixty One Cents (~~\$3,454,840.96~~~~\$2,794,979.61~~).”

C. **Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:**

“3.1 Schedule of Performance; Term.

Contractor shall complete the Project **by no later than March 31, 2024** ~~within one (1) year after receiving a “Notice to Proceed” from the City~~ in accordance with ~~any~~ **the** schedule contained in **Change Order 2** ~~or required to be provided by the Proposal or Bid Documents~~, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor’s Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

Name: Andrew Krynen
Title: Area Vice President

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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☐	CORPORATE OFFICER	
	_____	_____
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	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	_____
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A-2”

CHANGE ORDER 1

Statement of Work

The purpose of this change order (C01) is to cover the added costs with changing the camera sensor types from single sensor to multi-sensor. The RFP originally called for 402 single sensor cameras (mix of PTZ and Dome cameras). The final sensor count that includes multi-sensor and single sensor cameras is up to 868. Each sensor needs its own storage retention, which incurs more cost. The difference in sensor stream counts is 466 more sensors. Multi-sensor Camera count is now to 206 cameras.

Pricing Breakout

	Item/Part	Quantity	Unit Cost	Extended Cost
Multi-sensor	Material Cost-Cameras	206		\$128,854.22
	Qumulex-5 Year Cloud Storage			\$352,088.26

Total Sell\$ 480,942.48

CHANGE ORDER 2

Statement of Work

The purpose of this change order (C02) is to cover the cost of compressing the 1 year installation to 6 months less. Johnson Controls agrees to be substantially completed with all CCTV and Access control upgrades by March 31 2024. Price includes any added manpower, any overtime, and any costs related to rush orders or extra charges on long lead time materials.

Pricing Breakout

	Item/Part	Quantity	Unit Cost	Extended Cost
	Labor			\$152,532.50
	Material Rush			\$26,386.38

Total Sell\$178,918.88

-Carson will be notified of delays caused by access and lost time will be agreed to and extend the completion date.

-Johnson Controls assumes free access Monday-Sunday to any park at any time to stay in time frame on provided schedule

Project Plan		September		October		November		December		January		February		March		April		May	
Duration		sat	sun	sat	sun	sat	sun	sat	sun	sat	sun	sat	sun	sat	sun	sat	sun	sat	sun
Monthly Meeting																			
Progress System Training																			
Site walk																			
0																			
Mills																			
Community/Event Center																			
Stevenson																			
Del Amo																			
Public Works Bldg																			
Dolphin																			
Dominguez																			
Carson																			
Hemingway																			
Veterans																			
Calais																			
Anderson																			
Police																			
Carriage Crest																			
City Hall																			
Site final acceptance/Sign Off																			
Close out																			
Contract Amount																			