

Exhibit No. 1

AMENDMENT NO. 3

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT (“Amendment No. 3”) 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 ____ day of August, 2024. 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 dated October 24, 2023 (“Amendment No. 1”) to add temporary CCTV trailers, mobile marshalls, and 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. 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. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 (“Amendment No. 2”) 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.

E. Now, the Parties seek to again enter into an amendment to the Agreement to allow for Change Order 3 for Contractor to provide a turnkey, complete installation of additional material

allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of \$1,590,485.59, thereby bringing to adjusted Contract Sum to \$8,102,322.03.

F. The Agreement provides for a \$150,000 “allowance” to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance has been used, Contractor is giving City a credit of \$150,000 toward the cost charged to City under Change Order 3.

G. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata (“Greenbook”). The Greenbook authorizes the Parties to incorporate Change Order 3 into the Agreement, provided the Parties have mutually agreed to do so.

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-1,” Exhibit “A-2” and Exhibit “A-3” (“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 ~~and Exhibit “A-3” describes Change Order 3~~. 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. *Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.* 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,” Exhibit “A-3” and Contractor’s Bid items with the exception of 1, 10 and 14, 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 ~~*Eight Six Million One Five Hundred Two Eleven Thousand Three Eight Hundred Twenty Two Thirty Six Dollars and Three Forty Four Cents (\$8,102,322.03*~~ *\$6,511,836.44*) (“**Contract Sum**”) for completion of the Global Project. Of this amount, the amount attributable to the Project is ~~*Five Three Million Four Hundred Fifty Four Forty Five Thousand Three Eight Hundred Twenty Six Forty Dollars and Fifty Five Ninety Six Cents (\$5,045,326.55*~~ *\$3,454,840.96*).”

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 *minus the work detailed in Exhibit A-3* by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing, *and shall complete the work required in Exhibit A-3 by no later than March 31, 2025*. 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.”

D. Section 5.5 (Performance and Payment Bonds) is hereby amended to read in its entirety as follows:

“5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for *the Project component of* this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for *the Project component of* this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit “C” and Exhibit “D” attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.”

E. Exhibit “A-3” (Change Order 3) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-2 and shall read in its entirety as follows:

See attached Exhibit “A-3.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1 and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, 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, Amendment No. 1 and Amendment No. 2. 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, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 3 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. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 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

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 _____, 2024 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 |
|--|---|
| <input type="checkbox"/> INDIVIDUAL | _____ |
| <input type="checkbox"/> CORPORATE OFFICER | _____ |
| _____ | _____ |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> TRUSTEE(S) | NUMBER OF PAGES |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | _____ |
| <input type="checkbox"/> OTHER _____ | DATE OF DOCUMENT |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) | _____ |
| _____ | _____ |
| _____ | SIGNER(S) OTHER THAN NAMED ABOVE |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 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 |
|--|---|
| <input type="checkbox"/> INDIVIDUAL | |
| <input type="checkbox"/> CORPORATE OFFICER | |
| _____ | _____ |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> TRUSTEE(S) | NUMBER OF PAGES |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | _____ |
| <input type="checkbox"/> OTHER _____ | _____ |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) | DATE OF DOCUMENT |
| _____ | _____ |
| _____ | _____ |
| | SIGNER(S) OTHER THAN NAMED ABOVE |

EXHIBIT "A-3"

CHANGE ORDER 3

Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.

The evaluation, upgrades and reworking of the existing lighting poles will be performed to provide constant power at each pole receiving cctv cameras. Contractor will bypass existing timers for lighting control to provide constant power to the light poles receiving cctv cameras. Poles getting cameras and all poles on the lighting circuit before that pole will get a photocell added to control the lights day/night. Once the poles with cameras have constant power, Contractor will provide and install the necessary power bridge/transformers to step down the power to 120V which supports the cctv cameras. All of the pole mounted cameras at each site will be focused and aimed to the City's requested field of view.

The additional card readers listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will also receive the necessary electronic locking door hardware, request to exit safety door release and security devices with the required power supply for proper operation of the door.

Total Investment Summary:

| | |
|--|------------------------|
| Total Labor | \$ 605,953.85 |
| Total Material | \$ 1,120,796.74 |
| Equipment Rentals | \$ 13,735.00 |
| <u>Allowance Credit from RFP22-046 Cost Proposal Form</u> | <u>\$ -150,000.00</u> |
| Total Investment / Quote (net selling price, FOB shipping point, tax is included) | \$ 1,590,485.59 |

BOM / Bill of Materials

| QUMULEX SYSTEMS EXPANSION | | |
|---|--|------------|
| QXP | SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE | 100 |
| CS90-60 | 90 DAY CLOUD VIDEO STORAGE, 5 YEARS - ONE PER PER MULTISENSOR LENS | 80 |
| QXS300-04 | QXSTATION 300, 1U RACKMOUNT GATEWAY, 4TB HDD, 16 CAMERAS, 32 TOTAL DEVICES | 2 |
| QXS500-10 | QXSTATION 500, 2U RACKMOUNT GATEWAY, 10TB HDD, 32 CAMERAS, 64 TOTAL DEVICES | 3 |
| QXS500-UP | QXSTATION 500 - FACTORY UPGRADE, TO SUPPORT 64 CAMERAS, 96 TOTAL DEVICES | 1 |
| QXEP-DKUF-08DR-1502-MR52-U | 8 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (3) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE | 14 |
| QXEP-DKUF-04DR-1502-MR52-U | 4 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (1) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE | 2 |
| 1475F-DELL | DELL OPTIPLEX 7000 WORKSTATION, 24" MONITOR, KEYBOARD, MOUSE | 1 |
| 22 CAMERA ADDITION | | Qty |
| P3737-PLE | AXIS CAMERA 360, MULTI SENSOR, PANORAMIC 4X 5MP 20FPS, 360 IR ILLUM | 19 |
| T94N01D, T91B67 | AXIS, CAMERA PENDANT KIT, POLE MOUNT KIT | 19 |
| P4707-PLVE | AXIS CAMERA, MULTI SENSOR, 2X 5MP, 180 DEGREE | 2 |
| P1465-LE-3 | AXIS CAMERA, FIXED, SURFACE MOUNT, L.P-VERIFIER KIT | 1 |
| JCI CREDIT | RFP 22-046 CONTINGENCY FUNDS FOR SITE WORK \$150,000 DEDUCTION | 1 |
| LIGHT POLES / POWER UPGRADES, CONFIGURATIONFOR 24-7 UNINTERUPTED POWER | | Qty |
| JCI/BENSON | ELECTRICAL RE-WORK OF EXISTNG CIRCUITS PER POLE | 67 |
| JCI/MAXIM | Convert 277V POWER PER POLE TO 120V WITH POWER BRIDGE TRANSFORMER | 47 |
| ACCESS CONTROL SYSTEM EXPANSION - FIELD DEVICES | | Qty |
| 180-12-BRN | GRI DOOR POSITION SWITCH, CLOSED LOOP, 3/4" DIA, RECESSED | 78 |
| 40NKS-00-00192U | HID CARD READER, SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B | 78 |
| A-i8116-E | AXIS IP INTERCOM KIT: CITY CLERK OFFICE / DOOR STATION / BASE STATION/ | 1 |
| JCI/MAXIM | ACCESS CONTROL SYSTEM HARDWARE & ELECTRONIC DOOR HARDWARE EXPANSION | 78 |

| | Mills | Comm Center | Calas | Carson | Del Amo | Carriage Crest | City Hall | Hemingway | Foizie Park | Veterans | Maint Yard | Maint Yard | Total Cameras | Total Sensors |
|---|-------|-------------|-------|--------|---------|----------------|-----------|-----------|-------------|----------|------------------|------------------|------------------|---------------|
| Muti Sensor | | | | | | | | | | | | | | |
| AXIS P3719-PLC (3737 replacement) Quad, Pole Mount | | 2 | | 2 | 2 | 1 | 7 | 1 | 3 | | 1 | 0 | 19 | 76 |
| AXIS P4707-PLVE Dual, Wall Mount | 1 | 2 | | | | | | | -2 | | | | 1 | 2 |
| AXIS P1465-LE 29mm Single, Wall Mount | | | 1 | | | | | | | 1 | | | 2 | 2 |
| Camera Total | 1 | 4 | 1 | 2 | 2 | 1 | 7 | 1 | 1 | 1 | 1 | 0 | 22 | 80 |
| | | | | | | | | | | | | | | |
| | Mills | Comm Center | Calas | Carson | Del Amo | Carriage Crest | City Hall | Hemingway | Foizie Park | Veterans | Corp Park Bldg A | Corp Park Bldg B | Total Reader Add | |
| Door Adds - Total | | | | | | | 64 | | | | 28 | 25 | 117 | |
| Card Reader credits from the base contract = 39 readers. | | | | | | | | | | | | | -39 | |
| Licenses for each door and Camera (not imagers/sensors) | | | | | | | | | | | | | 100 | |
| Cloud subscription for new cameras-there is no monthly cloud fee for the doors. | | | | | | | | | | | | | | |

Customer Responsibilities:

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

1. All AC power from the building to the lighting poles, panels, gateways, power supply panels and equipment locations, including hardwired power connections as specified by JCI.
2. All required network connectivity supporting these systems, for connection to the client network.
3. All software or hardware configuration for owner furnished equipment.

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. This Amendment delivery shall be based on the original base RFP agreement.
2. All Equipment, and accessories required for fully functional systems.
3. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, and testing.
4. Documentation submittal package with the manufacturer's product sheets and operation manuals.
5. Coordination and cooperation with the customer team regarding installing the system.
6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
7. The current drawings will be update providing update drawing locations for each new device and the poles which support the cctv cameras. As built and redline drawings, along with project close out documents are included.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Pole raceways and coverings to be designed, provided, and installed by others.
2. All high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
3. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
4. The schedule commitments for the original RFP 22-046 and the amendment

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.