

AMENDMENT NO. 1
TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT (“Amendment”) 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 24th day of October, 2023 (“Effective Date”). 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 now desire to amend the Agreement effective retroactive to the Effective Date 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 results in \$88,515.61 remaining in the approved contingency.

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 (“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. 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 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. Subsection (b) of Section 1.12 (Additional Work and Change Orders) is hereby amended to read in its entirety as follows:

“1.12 Additional Work and Change Orders.

(b) Any increase in compensation of up to *the amount of contingency approved by the City Council at the time the Project was awarded to Contractor, if any, taken either separately or cumulatively,* ~~ten percent (10%) of the Contract Sum~~ or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City’s Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.”

C. 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 ***Five Million Eight Hundred Fifty One Thousand Nine Hundred Seventy Five Dollars and Eight Cents (\$5,851,975.08)*** ~~Five Million One Hundred Sixty Five Thousand Six Hundred Forty Four Dollars and Eight Cents (\$5,165,644.08)~~ (“**Contract Sum**”) for completion of the Global Project. Of this amount, the amount attributable to the Project is Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine Dollars and Sixty One Cents (***\$2,794,979.61***).”

D. **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 within one (1) year after receiving a “Notice to Proceed” from the City in accordance with any schedule contained in 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.***”

E. **Section 4.3 (Project Manager) is hereby amended to read in its entirety as follows:**

“4.3 Project Manager.

The Project Manager shall be ***Nora A. Garcia, MPA, Emergency Services Manager*** ~~Ken McKay, Public Safety Manager~~, or any other person as may be designated by the City’s Director of Public Works or City Engineer. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in

writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement."

F. Exhibit "A-1" (Additional Equipment Rental) is hereby added to the Scope of Work of the Agreement immediately following Exhibit "A" and shall read in its entirety as follows:

See attached Exhibit "A-1."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. 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. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, 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 Contractor that, as of the date of this Amendment, Contractor 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.

5. **Authority.** The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2023

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl;sap]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

Name: Andrew Krynen
Title: Area Vice President

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

Date: _____, 2023

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

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<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-1"
ADDITIONAL EQUIPMENT RENTAL

Statement of Work

The purpose of this change order (C03) is to cover the cost of adding 21 temporary CCTV trailers to cover park security for 6 months. 10 mobile marshalls (smaller units) and 11 Ecamsecure MSU v3 4 camera unit (larger trailer). Off site live monitoring will be from 7pm-7am Monday-Sunday (12 hours each day can be adjusted). Remote access to video and live stream will be available.

Item/Part	Quantity	Unit Cost	Extended Cost
Ecamsecure Trailers	11	\$27,336.45	\$300,701
Proof HD Mobile Marshall	10	\$33,013	\$330,130
Labor-Setup/Take down/ Analytic Program	1	\$55,500	\$55,500
Total Cost			\$686,331