

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES FOR HEATING, VENTILATING, AND AIR CONDITIONING COMPUTER SYSTEMS MAINTENANCE

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment") by and between the **CITY OF CARSON** ("City") and Siemens Industry, Inc., a Delaware Corporation ("Contractor") is effective as of the 1st day of November, 2015.

#### RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services dated November 1, 2014 ("Agreement") whereby Contractor agreed to provide Heating, Ventilating, and Air Conditioning Computer Systems Maintenance Services.

B. City and Contractor now desire to amend the Agreement to exercise an option to extend the Agreement for one year, as provided by Section 3.4 of the Agreement; to increase the total compensation of the Agreement; and to amend scope of services to include additional services related to additional equipment installed during the original term of the Agreement.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Pursuant to Section 3.4 of the Agreement, City and Contractor hereby exercise the option to extend the Agreement for an additional term of one year starting on November 1, 2015 and ending on October 31, 2016.

B. Section 2.1, Contract Sum, shall be amended to read as follows:

"For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Fifty Thousand Two Hundred and Forty Four (\$50,244.00)~~ One Hundred Thousand One Nine-Hundred Eighty-Eight Dollars (\$101,988.00) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for

#### Exhibit No. 2

reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and City Council meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.”

C. Exhibit “A,” Scope of Services, of the Agreement, shall be amended to include the additional services provided in Exhibit “A-1” of this Amendment. Exhibit “A-1” of this Amendment does not replace the existing Exhibit “A” of the Agreement, but pertain to the additional services to be performed.

D. Exhibit “C,” Schedule of Compensation, of the Agreement shall be amended to include the additional Schedule of Compensation provided in Exhibit “C-1” of the Amendment. Exhibit “C-1” of this Amendment does not replace the existing Exhibit “C” of the Agreement, but pertain to the additional Schedule of Compensation.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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 Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute

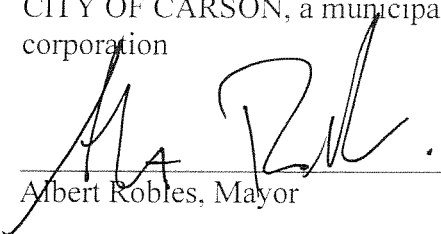
and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

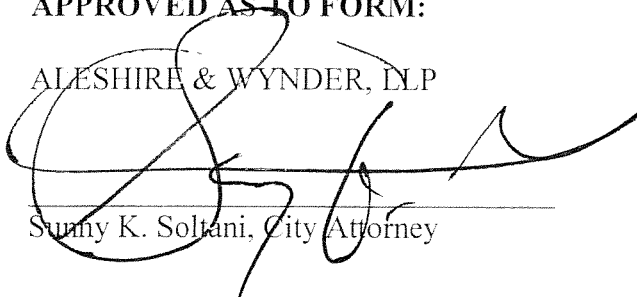
  
Albert Robles, Mayor

ATTEST:

  
Jim Dear, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney

**CONTRACTOR:**

SIEMENS INDUSTRY, INC

A Delaware corporation

By: 

Name: Dan Holmes

Title: General Manager

By: 

Name: Dave Misner

Title: General Manager

Siemens Industry Inc.

Address: Siemens Industry, Inc.  
10775 Business Center Drive  
Cypress, California 90630

Attention: Kurt Feldmann

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**

**CIVIL CODE § 1189**

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 Orange )  
 On 1/28/16 before me, Diana M. Young, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Dave Misner Dan Holmes  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Diana M. Young  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: City of Costa Mesa Amend. #1 Document Date: 1/28/16  
 Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____
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Exhibit "A-1"

**ADDITIONAL SCOPE OF SERVICES  
FOR THE NOVEMBER 1, 2015 TO OCTOBER 31, 2016 TERM**

Software Updates. Consultant shall provide City with new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of City's APOGEE investment. Consultant shall provide City with software and documentation updates to City's existing APOGEE software as they become available (approximately annually). Consultant shall provide City with onsite training to familiarize City with the new features and their associated benefits. APOGEE workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are covered.) Two Users and Computers are covered under the service agreement, One at City Hall and One at the Community Center.

*List of Maintained Equipment*

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Insight Workstation Components	Insight Workstation Components	CRT, Keyboard	2		City Hall & Community Center	Dell
Preventative Maintenance (1.0), R & R Labor & Material						
Insight Workstation Components	Insight Workstation Components	Modem (General)	3		2@City Hall 1@Community Center.	US Robotics
Preventative Maintenance (1.0), R & R Labor & Material						
Insight Workstation Components	Insight Workstation Components	PC Hardware	2		City Hall & Community Center	Dell
Preventative Maintenance (1.0), R & R Labor & Material						
Insight Workstation Components	Insight Workstation Components	Trunk Interface	1		City Hall	Siemens
Preventative Maintenance (1.0), R & R Labor & Material						
System 600 ALN	System 600 ALN	PXC MODULAR  All Point Modules and Processors	7		7@ City Hall,	Siemens

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
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Preventative Maintenance (1), R & R Labor & Material, Software Maintenance (1)

System 600 ALN	System 600 ALN	PXC MODULAR All Point Modules and Processors	3	3 @	Community Center	Siemens
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Preventative Maintenance (9), R & R Labor & Material, Software Maintenance (9)

System 600 FLN	System 600 FLN	TEC - Electronic Outputs and Room Sensors	40		City Hall and Community Center	Siemens
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Preventative Maintenance (40), R & R Labor & Material, Software Maintenance (40)

System Performance Updates	Software Support and Updates	Insight 3.X Adv first/single server Update	1		City Hall	Siemens 3.13
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Services (Times per year): Software Update (1.0)

System Performance Updates	Software Support and Updates	Insight 3.X Advanced Client Update	1		Community Center	Siemens 3.13
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Services (Times per year): Software Update (1.0)



Exhibit "C-1"

**ADDITIONAL SCHEDULE OF COMPENSATION  
FOR THE NOVEMBER 1, 2015 TO OCTOBER 31, 2016 TERM**

1. Consultant shall render to City a written invoice in the amount of Four Thousand Three Hundred and Twelve Dollars and No Cents (\$4,312.00) monthly in arrears for services rendered. City shall, within 30 days' of the receipt of the same, review the same, and, if approved, pay the same to Consultant.
2. The City will compensate Consultant for the Services performed upon submission of a valid invoice. The invoice is to include:
  - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed the Consultant Sum, as provided in Section 2.1 of this Agreement.