

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Siemens Industry, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on March 27, 2015 (hereinafter, "Agreement") to provide software and technical maintenance and support of heating, ventilation, and air conditioning (HVAC) controls for building located at 168 West Alisal Street, Salinas, California, and 855 East Laurel Drive, Building C, Salinas, California 93905 (hereinafter, "services") through February 28, 2018 for an amount not to exceed \$40,691.00; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective March 1, 2018; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for three (3) additional years through February 28, 2021, to increase the amount by \$43,996, for a total amount not to exceed \$84,687, and to update the Rate Schedule to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$84,687.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from March 1, 2015 to February 28, 2021, unless sooner terminated pursuant to the terms of this Agreement.

Amendment No. 1 to Standard Agreement
Siemens Industry, Inc.
Software and Technical Maintenance and Support of HVAC Controls
RMA – Public Works and Facilities
Term: March 1, 2015 to February 28, 2021
Not to Exceed: \$84,687

3. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", effective March 1, 2018, to delete "Exhibit A, Scope of Services/Payment Provisions" and to add "Exhibit A-1, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Scope of Services/Payment Provisions" effective March 1, 2018.
5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1661, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement
Siemens Industry, Inc.
Software and Technical Maintenance and Support of HVAC Controls
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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

1 Service Solution

1.1 HVAC CONTROL SERVICES – Automation

1.1.1 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

Siemens Industry, Inc. (CONTRACTOR) shall provide system and software troubleshooting and diagnostics remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. CONTRACTOR will respond within 4 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by County and CONTRACTOR. Where applicable, CONTRACTOR will furnish and install the necessary online service technology to enable CONTRACTOR to remotely dial into County system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, CONTRACTOR will provide phone support to County to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician will be dispatched. All on-line and on-site dispatch will be billed separately at your preferred customer billing rate.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

CONTRACTOR shall provide Emergency Onsite Response to reduce the costs and disruptions of downtime when an unexpected problem does occur. CONTRACTOR will provide this service between scheduled service calls and respond onsite at County facility within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by County and CONTRACTOR, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by County and CONTRACTOR, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by County and CONTRACTOR, may be incorporated into the next scheduled service call.

Preventive Maintenance

CONTRACTOR shall provide preventive maintenance in accordance with a program of routines as determined by CONTRACTOR's experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this Agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Network Maintenance

Using Siemens Network Performance Diagnostic Technologies, CONTRACTOR's proactive calibration and tuning of the data network analyzes variables impacting network performance, including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation. This will increase data network up-time and allow for faster problem resolution.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Data Protection & Data Recovery Services

CONTRACTOR will perform scheduled database back-ups of County workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, CONTRACTOR will respond onsite or online to reload the databases and system files from our stored backup copy, to restore County operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this Agreement.

Repair and Replacement Services – Labor and Material Not Covered:

CONTRACTOR will provide labor and/or materials on a time and materials basis to repair or replace failed or worn components to maintain County system in peak operating condition. Components that are suspected of being faulty will be brought to County's attention and as authorized by County will be repaired or replaced in advance to minimize the occurrence of system interruptions.

Software Maintenance

CONTRACTOR will evaluate any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front-end workstation and at the field panel. CONTRACTOR will perform this service during onsite scheduled Preventative Maintenance (PM) visits or via remote services.

2 Service Implementation Plan

2.1 HVAC Control Services – Automation On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	4 hours
Response time - onsite for critical components	4 hours *
Response time - onsite for non-emergency	8 hours *
Hours of Service	24 x 7 – for Emergency Service
Window for Call Handling	24 x 7 – Availability to take your call

*All on-line and on-site dispatch will be billed separately at your preferred customer billing rate. See Maintained Equipment Table to view your current Repair and Replacement Coverage.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.2 Maintained Equipment Table

SIEMENS

CONTRACTOR Building Technologies

Equipment Category	Equipment Sub Category	Equipment	Qty	Serial Number	Location	Mfg/Model
System Level	System Level	TEC - VAV Box Control Check	32			
Services (Times per year): Preventative Maintenance (1)						
Control Systems - Summary Level	Network Maintenance	Apogee Network Maint (MLN)	1			
Services (Times per year): Network Maintenance (1)						
System 600 ALN	System 600 ALN	MBC 40	1			
Services (Times per year): Preventative Maintenance (1), Software Maintenance (1)						
Control Systems - Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1			
Services (Times per year): Data Protection & Recovery Services (4)						
Insight Workstation Components	Insight Workstation Components	PC Hardware	1			
Services (Times per year): Preventative Maintenance (1)						
Control Systems - Summary Level	Data Protection & Data Recovery	Panel B/U on-site	1			
Services (Times per year): Data Protection & Recovery Services (4)						

2.3 SERVICE TEAM

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Luke T. McDonald - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TBD - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Joe Bier - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Kim Baker - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

3 Investments

3.1 Investment By and Between:

Siemens Industry, Inc.
25821 Industrial Boulevard
Hayward, CA 94545
Isaac Brown
(510) 783-6000

County of Monterey
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Dalia Mariscal-Martinez
(831) 755-8966

Services shall be provided at 855 East Laurel Drive, Building C, Salinas, CA 93905 and 168 West Alisal Street, Salinas, CA 93901.

Siemens Industry, Inc. shall provide the services as outlined in this scope of services.

Investments:

Year 4	3/01/2018 to 2/28/2019	\$11,004 annually	paid \$2,751.00 quarterly
Year 5	3/01/2019 to 2/29/2020	\$11,328 annually	paid \$2,832 quarterly
Year 6	3/1/2020 to 2/28/2021	\$11,664 annually	paid \$2,916 quarterly

Total amount for software and technical maintenance and support is \$64,687 for the term of the Agreement.

Total amount for optional services to be provided on a time and materials basis including troubleshooting problems and repairing or replacing components is \$20,000.

Optional services for trouble shooting problems, and repair or replacement of failed or worn out components as described in Exhibit A-1 – Scope of Services/Payment Provisions shall not be provided unless authorized in writing by the County prior to services being provided. The total amount of services provided under this Agreement for troubleshooting, repairs, or replacements shall not exceed the amount of \$20,000 and shall be performed on a time and materials basis at the hourly rates shown in the Agreement. The total amount of this Agreement shall not exceed the sum of \$84,687.00.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

4 Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, County will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$270.00	\$405.00	\$540.00
Project Manager	\$348.00	\$522.00	\$696.00
Electrical Specialist	\$344.00	\$516.00	\$688.00
Engineer	\$322.00	\$483.00	\$644.00
Mechanic	\$258.00	\$387.00	\$516.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$216.00	\$324.00	\$432.00
Project Manager	\$278.40	\$417.60	\$556.80
Electrical Specialist	\$275.20	\$412.80	\$550.40
Engineer	\$257.60	\$386.40	\$515.20
Mechanic	\$206.40	\$309.60	\$412.80

CONTRACTOR'S Siemens Building Automation Preferred Rates shall apply from March 1, 2018 to February 28, 2019. Thereafter, CONTRACTOR's rates will be modified on an annual basis based on the CONTRACTOR's published rate costs and subject to County approval through and including February 28, 2021 via an amendment to this Agreement

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.