

**AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
SIEMENS INDUSTRY, INC.**

This Amendment Number Three ("Amendment") is made and entered into this 31st day of July, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SIEMENS INDUSTRY, INC., a Delaware corporation registered to do business in California ("Consultant").

WHEREAS, City and Consultant entered into an agreement on July 1, 2012 with an effective date of August 1, 2012 for Consultant to provide heating-ventilation-air conditioning ("HVAC") maintenance and repair services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the term of the Agreement for three (3) additional one (1) year periods; and

WHEREAS, on July 31, 2017, City and Consultant extended the term of the Agreement through July 31, 2018 and increased Consultant's compensation to Seventy-Six Thousand Eight Hundred Five Dollars and Four Cents (\$76,805.04) for the extended period; and

WHEREAS, on July 31, 2018, City and Consultant extended the term of the Agreement through July 31, 2019, and increased Consultant's compensation to Eighty-Four Thousand Four Hundred Eighty-Five Dollars and Fifty-Four Cents (\$84,485.54) to permit Consultant to perform supplemental repair services during the extended period; and

WHEREAS, City and Consultant now desire to extend the term for one (1) additional year; and

WHEREAS, City and Consultant desire to amend the Scope of Services as set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and to set forth Consultant's compensation for the extended period accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through July 31, 2020.
2. The Scope of Services shall be amended as set forth in Exhibit A.
3. For the period commencing August 1, 2019 and ending July 31, 2020, Consultant's compensation shall not exceed Seventy-Six Thousand Eight Hundred Five Dollars and Four Cents (\$76,805.04). City shall pay Consultant Seventeen Thousand Nine Hundred Fifty-One Dollars and Twenty-Six Cents (\$17,951.26) on a quarterly basis.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement, as amended, not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Jonathan Martin
City Manager

Date: 8/30/19

CONSULTANT

Julie Slick
Signature
Julie Slick Sales Mgr
Name and Title

Date: 8/19/19

Dirk Glaser
Signature
Director of Finance
Name and Title

Date: _____

ATTEST:

Brenda Green 9/5/19
City Clerk



APPROVED AS TO FORM:

Fambing Hee Barlow
City Attorney

Date: 8/28/19

APPROVED AS TO INSURANCE:

Ruff
Risk Management

Date: 8/23/19

APPROVED AS TO CONTENT:



Project Manager

Date: 8/27/19

DEPARTMENTAL APPROVAL:



Public Services Director

Date: 8/27/19

APPROVED AS TO PURCHASING:



Finance Director

Date: 8/23/19

EXHIBIT A

CONSULTANT'S PROPOSAL FOR 2019-2020 EXTENSION

SIEMENS

SMART INFRASTRUCTURE DIVISION

July 24, 2019

Daniel Jojola – Facility Maintenance Supervisor
City of Costa Mesa – Facility Maintenance Division
77 Fair Drive
Costa Mesa, CA 92626

Service Agreement Renewal – 2600024294

Services provided at these property locations: City Hall and Police Department HQ

Our records indicate that the service agreement between Siemens Industry Inc. and the City of Costa Mesa is in the final year of the three (3) year extension period. The current extension will expire on July 31, 2019 and the new extension of this renewal will commence August 1, 2019. The annual rate is \$76,805.04. Scope and terms of agreement will remain the same as per original **“Master Agreement”** dated July 1, 2012.

Scope Update

Due to the Siemens Insight Software end of life and Siemens no longer providing updates, we will be reallocating the \$5,000.00 for the software upgrades and put it towards billable services to maintain the integrity of the systems.

In addition to the previously negotiated scope, the Client Service Manager (CSM) will perform Quality Control Inspections on the specialist / mechanic and their work to ensure that the work is performed per the scope and per industry standards. If service does not meet the standards the CSM will get the work done as it states in Section 1.3 (b).

Charges for Renewal Agreement Duration

Year 8..... August 1, 2019 to July 31, 2020 \$17,951.26 is Due Quarterly in Advance

Thank you for continuing to choose Siemens Industry Inc. as your technical solutions provider. Our goal is to provide you with the very best in customer satisfaction and to achieve a long-term relationship.

As our valued customer, we will strive to maintain a successful relationship and are confident that we can be trusted to solve any situation in a timely and professional manor. Likewise, this assurance means we will be there when you need us and we will do our very best to support you, through providing comfort to your customers and employees while protecting your other company assets through innovation and technology.

It is my hope that our service meets or exceed your needs and that we may strive to provide you with superior service for many years to come. If this meets with your approval, please complete the **“ACKNOWLEDGEMENT”** section below. Upon completion, please fax or email this letter to the attention of Vincent Makuch or Clifford Tracy Gannaway (clifford.gannaway@siemens.com). Please feel free to call me if your have any questions or concerns. Thank you.

Best Regards,

Vincent Makuch

Vincent Makuch
Senior Account Representative
vincent.makuch@siemens.com
Cell: 657-465-0743
Fax: 714-761-0274

<u>ACKONWELDGE</u>MENT Customer Representative	
Accepted by:	_____
Printed Name:	_____
Title of Signer:	_____
Date:	_____
PO Number:	_____