

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
[Video Management and Surveillance Software and Maintenance Services]**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and SIEMENS INDUSTRY, INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7215) dated July 13, 2021, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by revising the Scope of Work and increasing the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3     **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4     **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2 of the Original Agreement is increased by TWENTY-NINE THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS and 18/100 (\$29,172.18) and Section 2.a and 2.d are hereby amended in their entirety to read as follows:

“a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS and 82/100 (\$197,539.82) without the prior written authorization of City.”

“d. The total amount of compensation under this Agreement, including contingencies, shall not exceed TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS and 58/100 (\$214,376.58).”

Section 5.     **Authority of City Manager.** Pursuant to Section 3.08.430 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Agreement to adjust the compensation as provided herein.

Section 6.     **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

**IN WITNESS** of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

**“CONTRACTOR”**

SIEMENS INDUSTRY, INC.,  
a California corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“CITY”**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

ATTEST

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:**     **If Contractor is a corporation, the City requires the following signature(s):**  
--     **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**  
--     **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

**EXHIBIT “A”**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]



Siemens Building Technologies  
6141 Katella Ave, Cypress, CA 90630

DATE: Sept 17, 2021

Change Order 1 Rev A, Proposal #5965634  
City of Orange Fire Station

Site Address:  
300 E Chapman, Orange CA 92866

## PROPOSAL PRICING

*Includes labor, material and tax*

Change Order #1 Rev A, Adds 3 card readers, door interface boards, REX and DC's as called for in AEI-09. No new cameras are included in this scope.

Installation labor to install, terminate, commission and test.

Materials	\$ 4760.00
Installation, PM, Specialist and Misc	\$ 3675.00
Tax :	\$ 357.00

TOTAL : Authorized Amount: \$ 8792.00

### Remarks:

The Terms and Conditions of Sale shown on the attached are a part hereof. Per project aggregate general liability insurance is excluded. Prices quoted are firm for 30 days.

### Proposed By

Siemens Industry Inc.  
\_\_\_\_\_  
**Company**  
John Marlow  
\_\_\_\_\_  
**Name**  
Project Manager, Security  
\_\_\_\_\_  
**Title**  
Sept 17, 2021  
\_\_\_\_\_  
**Date**  
30 Days  
\_\_\_\_\_  
**Quote Valid For 30 Days**

### Accepted By

\_\_\_\_\_  
**Company**  
\_\_\_\_\_  
**Name**  
\_\_\_\_\_  
**Title**  
\_\_\_\_\_  
**Signature**  
\_\_\_\_\_  
**Date**  
\_\_\_\_\_  
**Purchase Order #**

## CHANGE ORDER #1 Rev A, SUMMARY

This change order is for scope of work items not included in initial Siemens proposal #5965634

Change Order for the following scope of work based upon ASI 09 for Site Gate Security Access dated 7-13-2021 . Original SOW Drawings: E1.1-2, E1.1-3, E1.2-3, SEC SK-1

### Additional Access Control devices to install:

#### CO Total – 3 New Pedestrian Access Card Readers

##### CO Equipment Installation:

Siemens will install the following additional devices based upon the new drawings

- 3 Additional Card Readers
- 3 Additional Door Contacts
- 3 Additional Motion Sensors
- 3 Additional Request to Exit

NOTE – Electrified locking hardware and gate modifications to accept same are by others. Conduit path to new gates are by others, cable pulls are by others.

### CHANGE ORDER IMPACT ON PROJECT SCHEDULE:

At the moment of writing this change order, Siemens has concluded that there are no cost or schedule impacts to completion. With growing supply chain disruptions, if change order is not approved by Oct 22<sup>th</sup>, 2021 there could be delays which will potentially impact the project schedule.

### EXCLUSIONS / CLARIFICATIONS

- Scope excludes all permits and inspection fees
- Shop Drawings and As-builts will be updated if approved
- All conduit work to be provided and installed by electrical contractor
- Excludes patch and paint
- Dedicated 110v power shall be provided by others and is excluded from Siemens scope of work
- Siemens assumes all locking hardware will be provided and installed by others
- Siemens terms and conditions below applies

## TERMS AND CONDITIONS

### DISCLAIMER

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.



BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from below date. Payment is due from 30 days of invoice date. Cost summary provided for accounting purposes only. Additions and deletions will require a revised quote.

[CLICK HERE FOR FULL TERMS AND CONDITIONS](#)



Siemens Building Technologies  
6141 Katella Ave, Cypress, CA 90630

DATE: Oct 7, 2021

Change Order #2, For ASI-04/RFI-54, Proposal # 1a129c4db5  
City of Orange Fire Station

Site Address:  
300 E Chapman, Orange CA 92866

## PROPOSAL PRICING

*Includes labor, material and tax*

Change Order #2 adds 1 card reader, door interface board, REX, DC.  
Installation labor to install, terminate, commission and test.

**Total Amount: \$3,397.46**

**Remarks:**

*The Terms and Conditions of Sale shown on the attached are a part hereof. Per project aggregate general liability insurance is excluded. Prices quoted are firm for 30 days.*

### Proposed By

Siemens Industry Inc.

Company

John Marlow

Name

Project Manager, Security

Title

Oct 7<sup>th</sup> 2021

Date

30 Days

Quote Valid For 30 Days

### Accepted By

Company

Name

Title

Signature

Date

Purchase Order #

## CHANGE ORDER #2 SUMMARY

This change order is for scope of work items not included in initial Siemens proposal #5965634

Change Order for the following scope of work based upon meeting the City of Orange standard that all IDF and Server Rms have access control.

### **Additional Access Control devices to install:**

#### **CO Total – 1 New Admin, Access Card Reader, door 138A**

#### **CO Equipment Installation:**

Siemens will install the following additional devices based upon the new drawings

- 1 Additional Card Readers
- 1 Additional Door Interface Board
- 1 Additional Door Contact
- 1 Additional Exit Motion Sensor

NOTE – Electrified locking hardware and door modifications (if any) to accept same are by others. Conduit path to new devices above are by others, cable pulls are by others.

### **CHANGE ORDER IMPACT ON PROJECT SCHEDULE:**

At the moment of writing this change order, Siemens has concluded that there are no cost or schedule impacts to completion. With growing supply chain disruptions, if change order is not approved by Oct 22<sup>th</sup>, 2021 there could be delays which will potentially impact the project schedule.

### **EXCLUSIONS / CLARIFICATIONS**

- Scope excludes all permits and inspection fees
- Shop Drawings and As-builts will be updated if approved
- All conduit work to be provided and installed by electrical contractor
- Excludes patch and paint
- Dedicated 110v power shall be provided by others and is excluded from Siemens scope of work
- Siemens assumes all locking hardware will be provided and installed by others
- Siemens terms and conditions below applies

## TERMS AND CONDITIONS





*Ingenuity for life*

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[CLICK HERE FOR FULL TERMS AND CONDITIONS](#)



Siemens Building Technologies  
6141 Katella Ave, Cypress, CA 90630

DATE: Oct 7, 2021

Change Order 4, Proposal # 40cb319b  
City of Orange Fire Station

Site Address:  
300 E Chapman, Orange CA 92866

## PROPOSAL PRICING

*Includes labor, material and tax*

Change Order #4 adds 2 card readers, new enclosure and power supply, door interface controller board, REX, DC's, 1 Axis 180' camera and recording license, Cisco 8 port remote switch as called for in ASI-16.  
Installation labor to install, terminate, commission and test.

**Total Amount: \$16982.72**

**Remarks:**

*The Terms and Conditions of Sale shown on the attached are a part hereof. Per project aggregate general liability insurance is excluded. Prices quoted are firm for 30 days.*

### Proposed By

Siemens Industry Inc.

Company

John Marlow

Name

Project Manager, Security

Title

Oct 7<sup>th</sup> 2021

Date

30 Days

Quote Valid For 30 Days

### Accepted By

Company

Name

Title

Signature

Date

Purchase Order #

## CHANGE ORDER #4 SUMMARY

This change order is for scope of work items not included in initial Siemens proposal #5965634

Change Order for the following scope of work based upon ASI 16 for Site Apparatus dated 9-8-2021.

### **Additional Access Control devices to install:**

**CO Total – 2 New apparatus Access Card Readers doors 301 and 302, new camera as shown on SEC-SK-16.1 dated 9-8-2021**

### **CO Equipment Installation:**

Siemens will install the following additional devices based upon the new drawings

- 2 Additional Card Readers
- 2 Additional Door Contacts
- 2 Additional Request to Exit
- 1 Additional Power Supply and Enclosure
- 1 Additional Door Controller Board
- 1 Additional Axis P3807-PVE 180' dome and wall mount
- 1 Additional Multi-port Network Module and power supply

NOTE – Electrified locking hardware and door modifications (if any) to accept same are by others. Conduit path to new devices above are by others, cable pulls are by others.

### **CHANGE ORDER IMPACT ON PROJECT SCHEDULE:**

At the moment of writing this change order, Siemens has concluded that there are no cost or schedule impacts to completion. With growing supply chain disruptions, if change order is not approved by Oct 22<sup>th</sup>, 2021 there could be delays which will potentially impact the project schedule.

### **EXCLUSIONS / CLARIFICATIONS**

- Scope excludes all permits and inspection fees
- Shop Drawings and As-builts will be updated if approved
- All conduit work to be provided and installed by electrical contractor
- Excludes patch and paint
- Dedicated 110v power shall be provided by others and is excluded from Siemens scope of work
- Siemens assumes all locking hardware will be provided and installed by others
- Siemens terms and conditions below applies

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*Ingenuity for life*

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