

AGREEMENT FOR BUILDING AUTOMATION ANNUAL SERVICE AT VARIOUS CITY FACILITIES – HVAC CONTROL SERVICES

SIEMENS INDUSTRY, INC.

On this _____ day of _____, 2020, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and SIEMENS INDUSTRY, INC., a Delaware corporation, with its principal offices at 1000 Deerfield Parkway, Buffalo Grove, Illinois 60089, State Contractor's License No. 758796 ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials, tools, and equipment necessary to perform the work of Building Automation Annual Service – HVAC Control Services at Various City Facilities as set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Work"). The "Various City Facilities" are identified as: Main Library, Orange Police Department, City Hall, Orange Square, Utility Operations Center, Corporation Yard, Emergency Operations Center, Lincoln Police Department, and Riverside Airport.

2. **Term.** The term of this Agreement shall be from July 1, 2020, through June 30, 2025, unless earlier terminated as provided herein. The term may be extended by mutual written consent of the parties for a total of two (2) one (1) year extensions.

3. **Compensation.** Compensation will be as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

4. **Warranties.** Contractor warrants to the City that: (i) the materials furnished under this Agreement will be of good quality and new unless otherwise permitted by the Contract Documents; (ii) the Work will be of good quality and free from defects; and (iii) the Work will conform to the requirements of the Contract Documents.

5. **Extra Materials.** Contractor shall not be compensated for any extra materials used or time expended, over and above the contract price, unless prior written approval for the same has been granted by City.

6. **Business Tax.** Contractor understands that the Work performed under this Agreement constitutes doing business in the City of Riverside, and Contractor agrees that Contractor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

7. **Offsets.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

8. Independent Contractors. In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

9. Indemnification. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, to the extent the same arises out of, or is related to, or is in any manner connected with the negligent performance of Work, activities, operations or duties of Contractor, or willful misconduct of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10. Duty to Defend. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or 2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11. Hazardous Materials. Anything in the contract documents notwithstanding, the Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Hazardous Materials, as defined herein. Contractor will notify City immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been contemplated and priced based on the absence of Hazardous Materials at the Property. The presence of Hazardous Materials constitutes a change in

the work equivalent to a change order whose terms must be agreed to by Contractor before its obligations hereunder will continue. This prohibition does not apply to the following Hazardous Materials: refrigerants, refrigeration oils, and cooling agents utilized and removed by Contractor as part of the Work.

Contractor expressly agrees to and shall indemnify, defend, release and hold the City and its employees, officers, managers, agents and council members harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the removal, transportation, treatment and disposal of any Hazardous Material identified as refrigerants, refrigeration oils, and cooling agents utilized and removed by Contractor, or by anyone employed by or working under Contractor, as part of the Work. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Agreement.

12. Hazardous Substances. Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H. & S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H. & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

13. Workers' Compensation. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code section 1861 by signing and filing the workers' compensation certification.

Prior to the City's execution of this Agreement, Contractor shall file with the City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that

Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given (10) days' prior written notice before modification or cancellation thereof.

Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

14. Commercial General and Automobile Liability Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Original certificates of insurance and completed City Additional Insured Endorsement forms (or insurance company equivalent acceptable to City) evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include, in substance the following provisions:

Solely as respects work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by first class mail.

The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside.

15. Prevailing Wage.

15.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

15.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;

- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
 - d. Section 1810 providing that eight hours of labor shall be a day's work;
-
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks; and
 - f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

16. **Federal, State and Local Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Work by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

17. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

18. **Termination.** City shall have the right to terminate any or all of Contractor's services and work covered by this Agreement at any time upon sixty (60) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails promptly to begin the Work;
- (2) Contractor fails to perform the Work in accordance with this Agreement including conforming to applicable standards set forth therein;
- (3) Contractor discontinues performance of the Work;
- (4) Contractor fails to make payment to subcontractors for materials or labor in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;

- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
or
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

19. **Successors and Assigns.** This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior consent of the City.

20. **Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, during Contractor's performance of this Agreement, Contractor shall not on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, veteran and military status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

21. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under the Contract shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
General Services Department
3900 Main Street
Riverside, California 92522
Attn: Cindie Perry

Contractor

Vincent Makuch
Sales Representative
Siemens Industry, Inc.
6141 Katella Ave
Cypress, California 90630

22. **Venue.** This Agreement shall be governed by the laws of the State of California without regard to choice of law principles thereof. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

25. **Entire Agreement.** This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are not representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

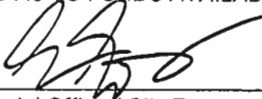
CITY OF RIVERSIDE, a California
charter city and municipal corporation

SIEMENS INDUSTRY, INC., a
Delaware corporation

By: _____
City Manager


Attest: _____
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

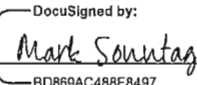
BY: 
Chief Financial Officer/ City Treasurer

Approved as to Form:

By: 
Ruthann M. Salera
Deputy City Attorney

By: 
Julie Slick

[Printed Name]
Sales Manager
[Title]

By: 
Mark Sonntag

[Printed Name]
Director of Finance
[Title]

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: 04/22/2020

SIEMENS INDUSTRY, INC.

By: 
Title: Sales Manager

Exhibit “A”

Scope of Services/Work

(Inserted behind this page)



PROPOSAL

2020-2021 Renewal Service Agreement - City of Riverside
Facilities Maintenance Division

PREPARED BY

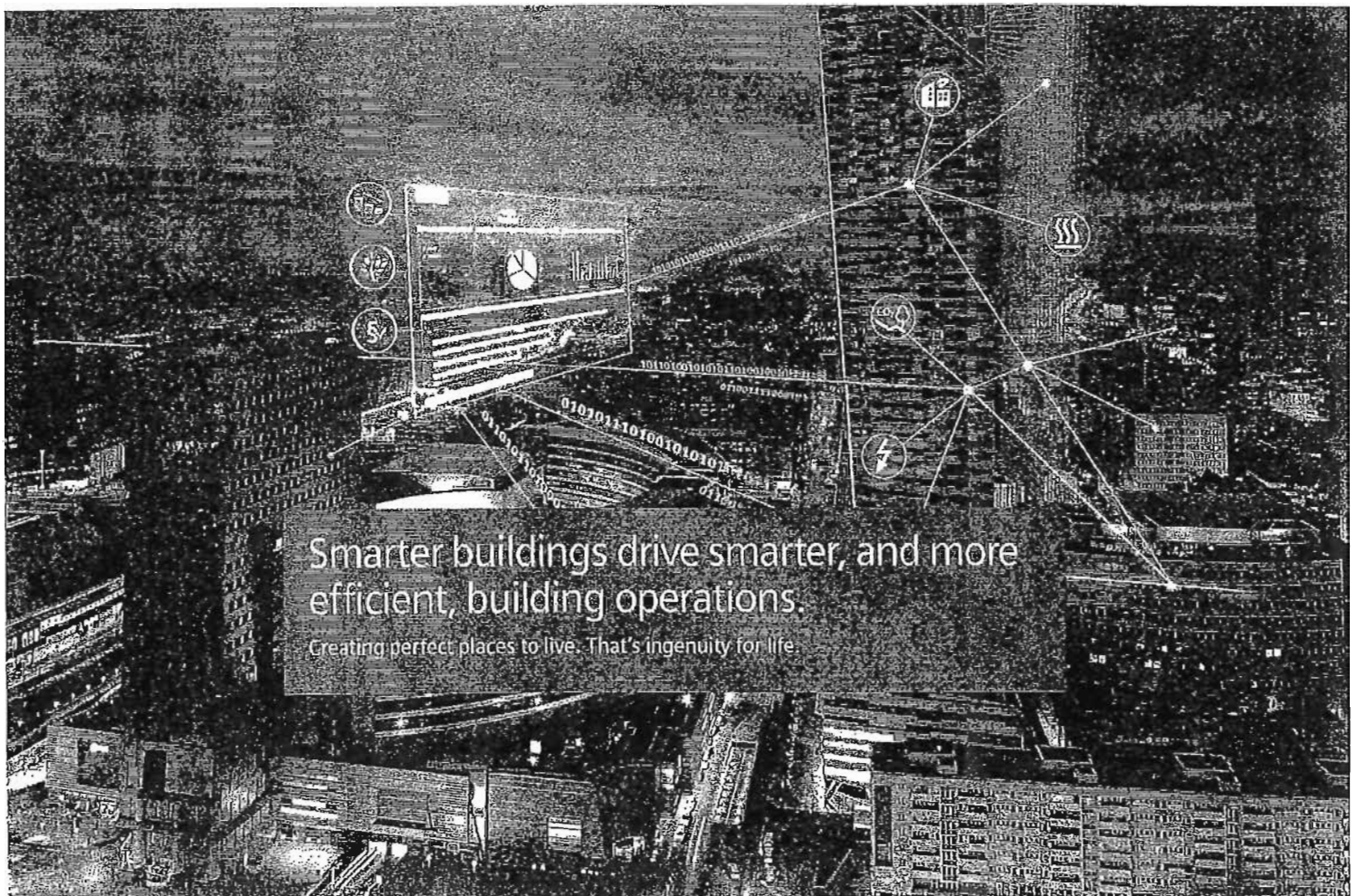
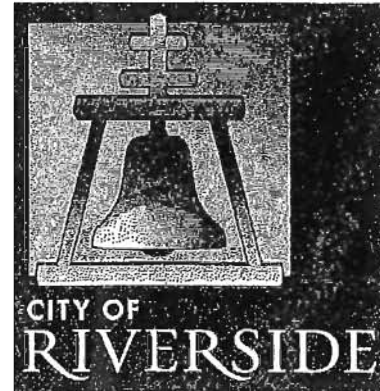
Siemens Industry, Inc.

PREPARED FOR

Ed Luke, City of Riverside

DELIVERED ON

February 26, 2020





Service Agreement Renewal Letter

Ed Luke
City of Riverside
Facility Maintenance Division
8095 Lincoln Avenue
Riverside, CA 92504

Renewal Service Agreement -- 2600029001

Our records indicate that the service agreement between Siemens Industry Inc. and City of Riverside's year three (3 of 3) extension period is coming to an end. The current extension will expire on June 30, 2020 and the new extension of this renewal will commence July 1, 2020. Scope and terms of agreement will remain the same with the listed scope adjustment below:

- Adjusted Key Performance Indicators (*Page 6*)
- Removal of Software Support and Upgrades to Insight (*Page 9*)
- Addition of Remote Services via CRSP/eCumulus, with IT assistance (*Page 11*)
- Addition of Energy Engineer to Data Analysis and Cost Savings (*Page 12*)
- Addition of Automation Health Report (*Page 17 & 18*)
- Addition of Surcewell contract information (*Page 19*)

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 manner. 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 exceeds your needs and that we may strive to provide you with superior service for many years to come. As always, if you have any questions, or if I can be of further assistance, please don't hesitate to call me at +1 (657) 465-0743.

After completing your review and acceptance, please click on the above "eSign" button. You can download a copy for your records by clicking on the red button labeled [Download] in the the right-hand side of the screen to produce a PDF.

Sincerely,

Vincent Makuch
Siemens Industry, Inc.

Executive Summary

City of Riverside has contracted Siemens Industry, Inc. to maintain their Siemens Energy Management System (EMS) also known as a Building Automation System (BAS) for the last several years and the contract is up for *renewal in June 2020*.

Currently, the City of Riverside has Siemens BAS components at a majority of their facilities within the city limits. These components are helping the facility staff members maintain their energy & comfort goals. This contract will renew with the intent to maximize the budgeted amount service agreement dollars to help the staff become even more proactive by implementing this proposed service solution, our Proven Outcomes Service Agreement, will proactively serve to protect the *Energy Efficiency and Reliability Goals* by implementing a program of planned service tasks by our trained technical staff.

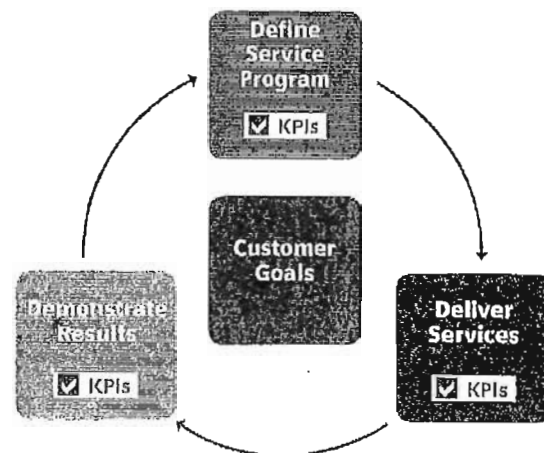
Customer Objectives

The Proven Outcomes Services proposed in this agreement are specifically designed for City of Riverside in order to meet their unique business needs. The top priority business needs were identified and agreed to in a series of discussions with City of Riverside and their teams.

Our Services

Siemens will provide the following services.

- Control Loop Tuning
- Data Backup and Restore Services - Online
- Network Maintenance
- Operator Coaching
- Automation Health Report
- Preventive Maintenance - Automation
- Software Maintenance
- Software Subscription Service - Desigo CC
- Customer Directed Support
- Education Services





Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations. *References are available upon request.*

Building Services – Automation

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens use the Proven Outcomes service 3D approach to ensure satisfaction and help you achieve the expected outcomes. Remote Service and Solutions are implemented using the Siemens common Remote Service Platform (cRSP) by our remote services team within the United States located at the Digital Service Center (DSC). *The Siemens DSC Remote Services team members are top tier control technicians, who implement the identified service tasks, changes and fixes to identify faults and root causes, only after customer approval.* Items not able to be resolved remotely will be brought to your attention by the Client Service Manager (CSM) or Report Services Specialist (RSS) with a follow up visit with a field staff personal. To keep your system functioning, scheduled maintenance is vital. Coordination with facility team/IT personal to ensure there is access to your Apogee Insight system will be scheduled in advance.

Through the Siemens Building Automation Services we are pleased to offer the following services:

- Optimize Performance & Productivity
- Manage System Operation & Compliance
- Protect Lifecycle Investment

Emergency Online/Phone Response

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Protect Lifecycle Investment

Software Subscription Service - Insight

Siemens will not provide you with software upgrades to your existing Apogee Insight software as it has reached its end of life as of 2019. Workstations covered under this service are itemized in the List of Maintained Equipment. (*Upgrades to PC's and related workstation hardware are excluded.*) Additionally, *the Insight software has proven to not be 100% compatible with Windows 10* and is recommended that you invest in the new Desigo Command Center (CC). A separate proposal has been developed for you at your request.

The Desigo CC is our Integrated Building Management System (IBMS) allowing integrations through Application Program Interface (API). Desigo has both internal & external development teams creating new Extension Modules. There will be endless possibilities for your facility to have oversight and collect data to improve your facility's comfort.

Optimize Performance & Productivity

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service are itemized in the List of Maintained Equipment in this service agreement.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. *32-hours of Field Staff Time is included.* The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

Connectivity and Communications

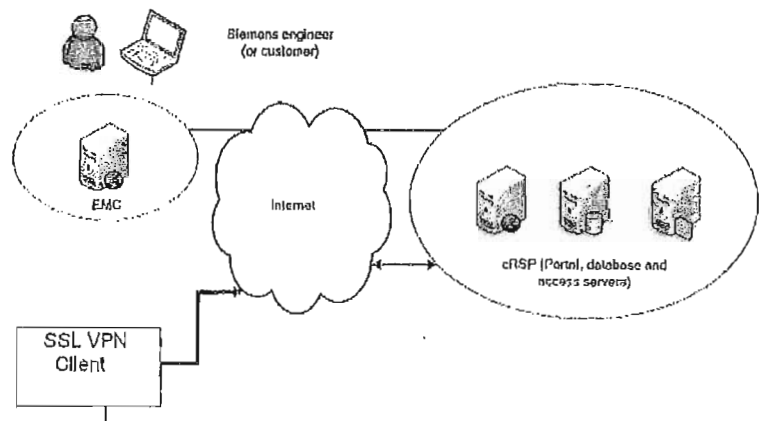
Siemens Remote Services (SRS) for building technology

A secure remote connection to your facility enables Siemens to respond quickly, and maintain a high level of system up-time and performance. *City of Riverside IT Department will provide the requirements for the support of the remote connection for the duration that Siemens will perform service. Siemens will adhere to any procedure that are mandated by the IT Department.*

SRS is the efficient and comprehensive, services that formerly required on-site visits are now available via data transfer. Remote resolutions are implemented using Siemens **common Remote Service Platform (cRSP)** by our remote services team within the United States located at the Digital Service Center. *The remote services team members are top tier control technicians, who implement the identified changes and fixes to identified faults and root causes, only after customer approval.* Items not able to be resolved remotely will be brought to the owner's attention. By proactively monitoring your systems, we can detect parameter deviations before problems occur. Siemens accesses your systems via a secure cRSP connection.

Secure cRSP Connection - eCumulus

Siemens will provide this cost effective option for connectivity using cellular technology on a 4G LTE or 5G modem, reducing security threats to the corporate network via completely separate virtual private network. Thus *allowing for easy, secure and reliable access to the Siemens BAS for data collection, analysis, measurement & verification as well as continuous monitoring and optimization.*



Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by *providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to confirm schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently.* The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.



Service Team

An Important benefit of your Service Agreement derives from having the trained building 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.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital work space hours.

Your Assigned Team of Service Professionals will include:

Vincent Makuch – Automation Account Executive manages the overall strategic service plan based upon your current and future service requirements.

Katarlna Lindemann – Client Services Manager 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.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Remote Services Specialist is responsible for remote services including report generation and backups.

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

Service Administrator/Coordinator is responsible for scheduling your planned maintenance visits and handling your emergency situations by taking the appropriate action.

Terms and Conditions

To match the Terms & Conditions previously agreed upon in the original 2600029001 renewal contract. The link provide here has the Terms & Conditions.



Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the foregoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. 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 BUYER.

Initial Term Investments

Period	Period Range	Price	Billing Frequency
1	Jul 1,2020 - Jun 30,2021	\$54,606.00	Annually

Proposed by:

Siemens Industry, Inc.

Company

Vincent Makuch

Name

4605829

Proposal #

\$54,606.00

Proposal Amount

February 27, 2020

Date

Accepted by:

City of Riverside

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing only ☐ PO not required

Appendix B – Automation Health Reporting

Asset management, Alarm summary, Graphic summary, and Panel and Floor Level Summary.

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7. FLN System Summary:

Secondary Energy Management Summary					
Item	Quantity	Installation Date	End of Life Date	Support Status	Notes
TEC	361	Pre-1990	n/a	n/a	○
UC	0	1991	Feb 2002	Feb 2009	○
DFU	0	1993	Oct 2002	Oct 2009	○
MTU	0	1995	Oct 2002	Oct 2009	○
PAU	0	1998	Oct 2011	Oct 2018	△
FPM	0	2011	n/a	n/a	○
PIBFI	0	2007	n/a	n/a	○
QXR	0	2014	n/a	n/a	○
MSIP Devices	378	n/a	n/a	n/a	n/a

0%



- Supported
- △ Planned Retirement
- Retired - No Support

Summary of TECs and Issues	
Total # TECs in system	361
Total # TECs failed in system	1
Total # TECs issues in investigation	1501
Total # of supports over/under	255
Total # of supports failed	10-24

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8. Control Loop Report:

A loop is deemed to be out of control if it does not reach set point or has a large amount of hysteresis (outputs fluctuating even though the loop is at set point). Please note: There is generally a small amount of fluctuation associated with the loop outputs when there is a shift in mode control (i.e. heating to cooling), or, an abrupt shift in a non-controlled parameter (i.e. changes in outside air temp, doorway opening and closing).

Loop Name	Range % out of range	# of times out of range	Loops of Uncontrolled Outputs
HEATING/COOLING	0.00%	0.1355	○
HEATING/COOLING	100.00%	0.0143	FAIL - Check Output
HEATING/COOLING	0.00%	0.1184	○
HEATING/COOLING	0.00%	17.320	○
HEATING/COOLING	100.00%	11.1720	FAIL - Check Output
HEATING/COOLING	0.00%	1.14540	○
HEATING/COOLING	0.00%	10.6242	FAIL - Check Output
HEATING/COOLING	100.00%	45.1238	○
HEATING/COOLING	98.45%	52.5120	FAIL - Check Output
HEATING/COOLING	0.00%	0.0000	FAIL - Check Output
HEATING/COOLING	77.21%	0.4223	FAIL - Check Output

Control Loop Recommendations

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Appendix D – Sourcewell formerly NJPA



Publication June 2019

The following proposal submitted by Siemens Industry, Inc. utilizes the cooperative purchasing solutions that offer savings in both time and money for end users by consolidating the efforts of numerous individually prepared solicitations into one national, cooperatively shared process—taking advantage of the aggregation of volume from members nationwide. The Dropbox file folder which is linked below is maintained by a Siemens team member. Our Sourcewell specialists periodically review documentation for compliance and effectiveness.

Sourcewell Documentation

<https://www.dropbox.com/sh/a7d2qbmseamxfq4/AACJ5fPWdLaGbJpdSbahPYdra?dl=0>

Customer Member Number

2410-City of Riverside; Membership Originated on 04/19/2007

Appendix E – Automation Service Labor Rates

Automation Service Tiered Labor Rates 1/19					Branch Name
Type Labor	Tier	Standard Rates per Hour	After Hours & Emergency Rates	Sundays / Holiday Rates	
Specialist	Tier 1	\$ 190.00	\$ 247.00	\$ 303.00	Alaska
	Tier 2	\$ 168.00	\$ 218.00	\$ 268.00	Albuquerque
	Tier 3	\$ 151.00	\$ 197.00	\$ 241.00	Boise
	Tier 4	\$ 140.00	\$ 182.00	\$ 224.00	Boston
	Tier 5	\$ 128.80	\$ 168.00	\$ 206.00	Central Illinois
Project Management	Tier 1	\$ 218.00	\$ 284.00	\$ 349.00	Chicago
	Tier 2	\$ 179.00	\$ 232.00	\$ 286.00	Columbus
	Tier 3	\$ 173.00	\$ 226.00	\$ 277.00	Fresno
	Tier 4	\$ 173.00	\$ 226.00	\$ 277.00	Hawaii
	Tier 5	\$ 166.00	\$ 217.00	\$ 266.00	Kansas City
<i>Rates do not apply if union Labor is required</i>					Las Vegas
					Los Angeles
					Milwaukee
					Minneapolis
					New Jersey
					New York

Truck/Vehicle Fee: \$75.00/per visit

Please Note: A minimum service charge equal to 2 hours of labor at the appropriate rate will apply to all on-site service requests for all customers. A minimum charge equal to 2 hours of labor at the appropriate rate will apply to all on-line service requests.