

FIRST AMENDMENT TO
AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS INDUSTRY, INC. FOR BUILDING
AUTOMATION SYSTEMS SERVICES (RFP # R1305709P1)

This is a First Amendment to the Agreement ("First Amendment"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and SIEMENS INDUSTRY, INC., a Delaware corporation ("SIEMENS") (collectively referred to as the "Parties").

WHEREAS, the Parties entered into an agreement dated June 7, 2016 for SIEMENS to provide building automation systems services; and

WHEREAS, pursuant to the Agreement, Article 2.4 Addition/Deletion of Locations, Equipment or Services, the County reserves the right to add and modify services of locations; and

WHEREAS, County has determined that services for additional locations is necessary; and

WHEREAS, this First Amendment is reasonable and in the best interest of the public; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. This First Amendment increases the current approved total not to exceed amount of \$4,608,502.31, to a new total not to exceed amount of \$6,280,246.31. Article 4.1 Compensation table is amended by the following:

Services/Goods	Current Not-To-Exceed Amount	Proposed Not-To-Exceed Amount
Contract Year 1 Annual Total	\$617,980.24	\$945,760.24
Contract Year 2 Annual Total	\$617,980.24	\$951,460.24
Contract Year 3 Annual Total	\$617,980.24	\$951,460.24
Renewal - Contract Year 4 Annual Total	\$624,159.99	\$960,975.99
Renewal - Contract Year 5 Annual Total	\$630,401.60	\$970,589.60
Optional Services	\$1,500,000.00	\$1,500,000.00
TOTAL NOT TO EXCEED	\$4,608,502.31	\$6,280,246.31

3. Exhibit "A-1" – Locations Covered Equipment & Frequency of Service is amended by adding Supplemental Exhibit "A-1" – Locations Covered Equipment & Frequency of Service attached hereto and incorporated herein.
4. Exhibit B – Pricing Sheet is amended by adding Supplemental Exhibit B – Pricing Sheet attached hereto and incorporated herein. This First Amendment shall be effective on the date it is fully executed by both Parties.
5. Except as provided in the First Amendment, the terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2017, and SIEMENS, signing by and through its Area Sales Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 2017

Insurance requirements approved by Broward
County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Tim Crowley

Name: Tim Crowley

Title: Property Specialist

By: [Signature] 5/24/17
Michael J. Kerr (Date)
Deputy County Attorney


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AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS INDUSTRY, INC. FOR BUILDING
AUTOMATION SYSTEMS SERVICES (RFP # R1305709P1)

SIEMENS

SIEMENS INDUSTRY, INC.

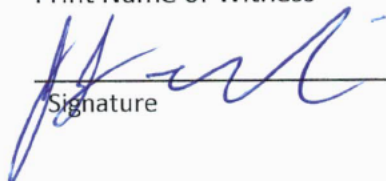
WITNESSES:



Signature of Witness

Bryan Quiceno

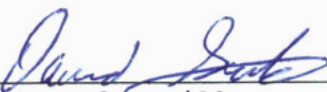
Print Name of Witness



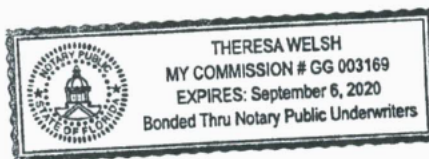
Signature

Joe Summerlin


Print Name of Witness above

By 

David Santo, General Manager -
South Florida and Puerto Rico
16th day of May, 2017



ATTEST:



Corporate Secretary or other person authorized
to attest

(CORPORATE SEAL OR NOTARY)

Exhibit "A-1" – Locations Covered Equipment & Frequency of Service (New Locations - Amendment 1)

North Mass Transit Bldg 4
3201 W Copans Road, Pompano Beach
BAS: Siemens

Location ID	QTY	Description	PM Task	Annual Freq.	BAS
NMT Bldg 4	1	PXC 36 (including expansion, communications cards and modules)	BC-PM	1	Siemens
			BC-I	3	
NMT Bldg 4	6	Fan/Motor/Damper status	ES-PM	1	Siemens
			ES-I	3	
NMT Bldg 4	7	Temperature sensor (SA,DA,ZN,RA,MA,Water)	ES-PM	1	Siemens
			ES-I	3	
NMT Bldg 4	1	Chill/Hot water loop DP sensor	PNS-PM	1	Siemens
			PNS-I	3	
NMT Bldg 4	1	Relative Humidity sensor	ES-PM	1	Siemens
			ES-I	3	
NMT Bldg 4	6	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Siemens
			PNA-I	3	
NMT Bldg 4	1	Liquid Flow meter	ES-PM	1	Siemens
			ES-I	3	

Extended Education Building
3245 College Ave., Davie, FL 33314
BAS: JCI

Location ID	QTY	Description	PM Task	Annual Freq.	BAS
EXT EDU	1	NAE (including expansion, communications cards and modules)	BC-PM	1	JCI
			BC-I	3	
EXT EDU	1	DX9100 (including expansion, communications cards and modules)	BC-PM	1	JCI
			BC-I	3	
EXT EDU	3	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
EXT EDU	7	Temperature sensor (SA,DA,ZN,RA,MA,Water)	ES-PM	1	JCI
			ES-I	3	
EXT EDU	5	Actuators (pneumatic, electric; damper, water, VAV)	ES-PM	1	JCI
			ES-I	3	

South Mass Transit
5201 Ravenswood Rd, Ft. Lauderdale, FL 33312
BAS: JCI

Location ID	QTY	Description	PM Task	Annual Freq.	BAS
SMT	2	NAE (including expansion, communications cards and modules)	BC-PM	1	JCI
			BC-I	3	
SMT	66	VAV Controller (VMA 1620)			JCI
			BAS_LT	2	
SMT	66	VAV Actuators			JCI
			RTF		
SMT	66	VAV Temperature Sensors			JCI
			ES-PM	2	
SMT	24	FEC Controller	BC-PM	1	JCI
			BS-I	3	
SMT	2	Water Flow meter	ES-PM	1	JCI
			ES-I	3	
SMT	46	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
SMT	111	Temperature sensor (SA,DA,ZN,RA,MA,Water)	ES-PM	1	JCI
			ES-I	3	
SMT	12	CO2/CO sensor	ES-PM	1	JCI
			ES-I	3	
SMT	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
SMT	21	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
SMT	2	Chill/Hot water loop DP sensor	PNS-PM	1	JCI
			PNS-I	3	
SMT	38	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	

Broward Judicial Complex West Tower
201 S.E. 6th Street, Ft. Lauderdale, FL 33301
BAS: JCI

Location ID	QTY	Description	PM Task	Annual Freq.	BAS
JCW TWR	1	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
JCW TWR	11	NAE (including expansion, communications cards and modules)	BC-PM	1	JCI
			BS-I	3	
JCW TWR	2	NIE (including expansion, communications cards and modules)	BC-PM	1	JCI
			BS-I	3	
JCW TWR	1	NCE (including expansion, communications cards and modules)	BC-PM	1	JCI
			BS-I	3	
JCW TWR	14	Ethernet Switches	BS-PM	1	JCI
			BS-I	3	
JCW TWR	19	MS/TP Repeater	BS-PM	1	JCI
			BS-I	3	
JCW TWR	907	VAV Controller (VMA 1620)	BAS_LT	2	JCI
JCW TWR	907	VAV Actuators	RTF		JCI
JCW TWR	907	VAV Temperature Sensors	ES-PM	2	JCI
JCW TWR	34	FEC Controller	BS-PM	1	JCI
			BS-I	3	
JCW TWR	16	Liquid Flow meter	ES-PM	1	JCI
			ES-I	3	
JCW TWR	16	BTU Meter MS/TP	ES-PM	1	JCI
			ES-I	3	
JCW TWR	152	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
JCW TWR	988	Temperature sensor (SA,DA,ZN,RA,MA,Water)	ES-PM	1	JCI
			ES-I	3	
JCW TWR	172	CO2/CO sensor	ES-PM	1	JCI
			ES-I	3	
JCW TWR	27	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
JCW TWR	253	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
JCW TWR	3	Chill/Hot water loop DP sensor	PNS-PM	1	JCI
			PNS-I	3	
JCW TWR	180	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
JCW TWR	128	BACnet MS/TP Integration Cards	BS-PM	1	JCI
			BS-I	3	
JCW TWR	5	Modbus Integration Cards	BS-PM	1	JCI
			BS-I	3	

Exhibit "B" – Pricing Sheet (New Locations - Amendment 1)

Siemens Industry, Inc.						
Price by Location	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
North Mass Transit Bldg 4	\$6,360.00	\$6,360.00	\$6,360.00	\$6,432.00	\$6,492.00	\$32,004.00
Extended Education Building	\$4,908.00	\$4,908.00	\$4,908.00	\$4,956.00	\$5,004.00	\$24,684.00
South Mass Transit	\$37,428.00	\$37,428.00	\$37,428.00	\$37,800.00	\$38,184.00	\$188,268.00
Broward Judicial Complex West Tower	\$279,084.00	\$284,784.00	\$284,784.00	\$287,628.00	\$290,508.00	\$1,426,788.00
GRAND TOTAL (AMENDMENT 1)	\$327,780.00	\$333,480.00	\$333,480.00	\$336,816.00	\$340,188.00	\$1,671,744.00