

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Siemens Industry, Inc.**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide all parts, equipment, material and labor to service the Siemens HVAC System at various locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The initial term of the agreement shall be for period of three (3) years from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) the amount of One Hundred Sixty Thousand Eight Hundred Seventy Dollars (\$168,870.00) for the first three years, payable in arrears and in accordance with Page 14 of the Proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's

Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this

Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)  
Siemens Industry, Inc.,  
Attention: Zachary Weinman, Sales Manager  
6141 Katella Avenue  
Cypress, CA 90630

b. (Address of CITY)	(with a copy to):
City of Garden Grove	Garden Grove City Attorney
11222 Acacia Parkway	11222 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform

the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
  
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: 1/25/2021

**"CITY"**  
**CITY OF GARDEN GROVE**

By:   
City Manager

**ATTESTED:**

  
City Clerk

Date: 1/25/2021

**"CONTRACTOR"**  
**Siemens Industry, Inc.**

By: 

Name: Zachary weinman

Title: Sales Manager

Date: 1/25/2021


Tax ID No. 13-2762488

Contractor's License: 758796

Expiration Date: 2/28/2021

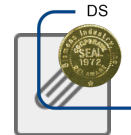
If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

1/19/2021

Date



# SIEMENS

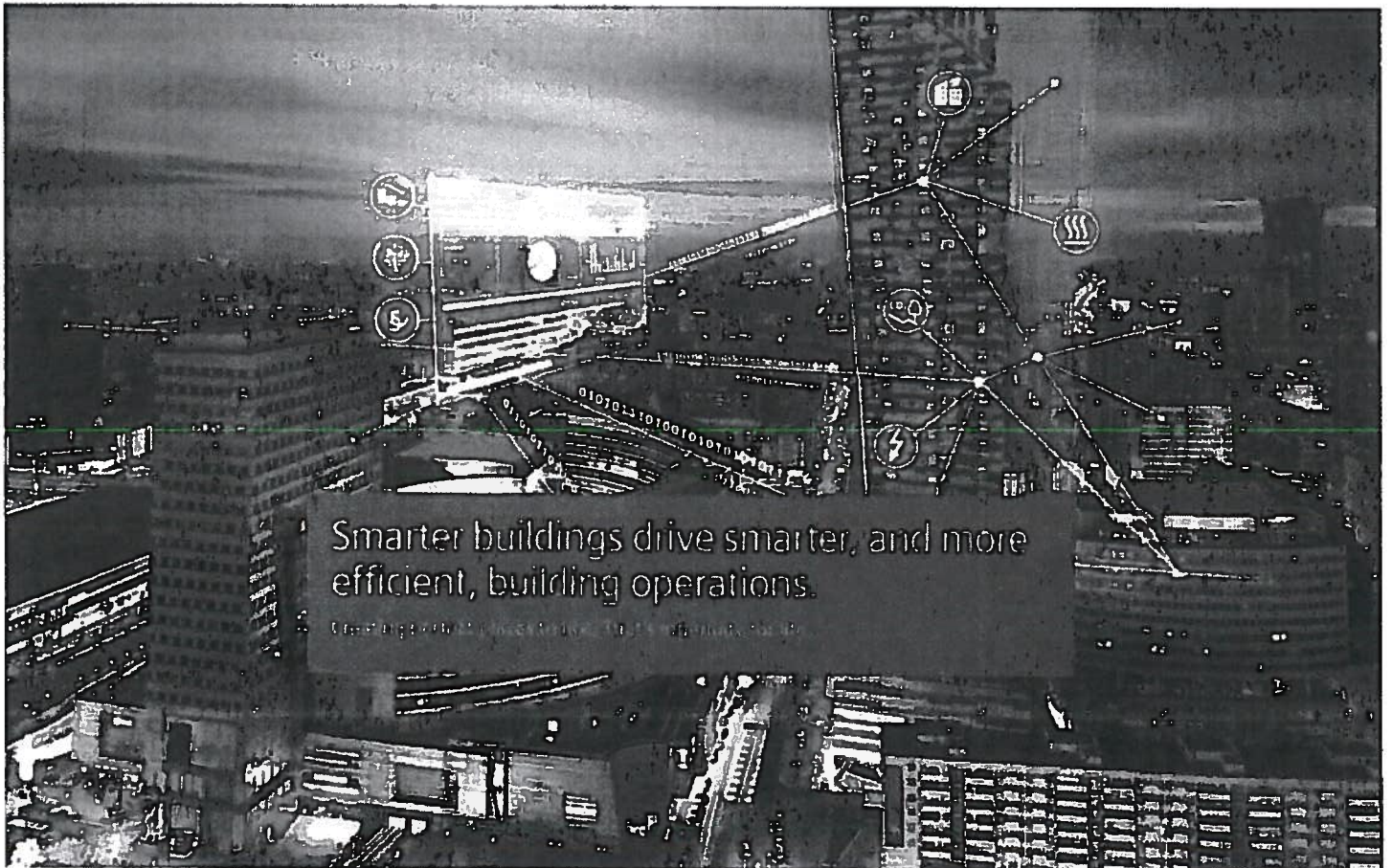
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**PROPOSAL**  
2020 Proven Outcomes Service Agreement - City of Garden Grove  
2600083727

**PREPARED BY**  
Siemens Industry Inc. – Los Angeles Branch  
Automation & Mechanical Service Team

**PREPARED FOR**  
Phil Carter, *Public Works Manager*

**DELIVERED ON**  
January 4, 2021





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## Proposal Information

**Date:** January 4, 2021  
**Proposal #:** 4276385

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### Created For:

**Customer:** City of Garden Grove  
**Address:** 13802 Newhope Street  
Garden Grove, CA 92843

**Customer Contact:** Phil Carter, Public Works  
**Telephone:** (714) 741-5380  
**Email Address:** philc@ggcity.org

### Created By:

**Siemens – Smart Infrastructure**  
6141 Katella Ave  
Cypress, CA 90630

**Sales Executive:** Joshua Clark  
**Telephone:** (714) 872-2850  
**Email Address:** clark.joshua@siemens.com

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**Scope of Work:** Perform Preventative Maintenance on the Building Automation System for the City at these locations (*Detailed Scope of Services on following pages*)

**Recommendations:** Siemens has suggested the city add the new Automation Equipment, as warranty does not include preventative maintenance.

**Investment Options:** See Page 4

**Includes Tax:** Yes (*On material needed to maintain your system*)



## Executive Summary

City of Garden Grove 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 December*.

Previously, there were six (6) locations covered under this contract that have BAS components, including 4 fire department locations. The fire department locations have been removed from this agreement, and fourteen (14) new locations have been added, which have Siemens BAS components that are helping maintain the City's energy & comfort goals. This proposed service solution, our Proven Outcomes Service Agreement, will proactively serve to protect the 2018 Energy Efficiency Upgrades as well as the other investments throughout the city by implementing a redesigned program of planned service tasks by our trained technical staff.

## Customer Objective

The Proven Outcomes Services proposed in this agreement are specifically designed for the City of Garden Grove 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 Garden Grove and their teams.

The equipment, consisting of controllers, sensors, actuators, network cabling and software will require certain levels of maintenance, software/firmware updates and upgrades periodically in order to maintain a valid life cycle. The City will require Siemens' factory trained staff to provide preventive maintenance on the BAS controls and software as well as assist facility staff with customer directed support and training. With the addition of this equipment and the modifications to the HVAC equipment the City of Garden Grove can begin moving away from a customer directed contract to a proactive condition-based maintenance contract capitalizing on energy savings and maintaining their Return on Investment.

## Preferred Customer Service Agreement Benefits

- Comfortable employees & building occupants
- Discounted software upgrades (*additional price provided in this case*)
- Discounted online support rate (*approx. 20% discount*)
- Discounted labor rate (*approx. 30% discount*) and materials rate (*60% discount*)
- Discounted customer training
- Preference for online/onsite support over non-service agreement customers
- Hands on Preventive Maintenance by factory trained Siemens specialists
- Protects initial investment and minimizes energy & operational costs
- Minimizes downtime
- City facility staff interaction with dedicated Siemens specialists & account management team

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## 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.*

## The Vision for Proven Outcomes Approach

This agreement will serve as the cornerstone of a relationship whereby Siemens Industry, Inc. assists City of Garden Grove to create an ideal atmosphere for the occupants and employees in a highly efficient manner with exceptional quality and comfort outcomes.

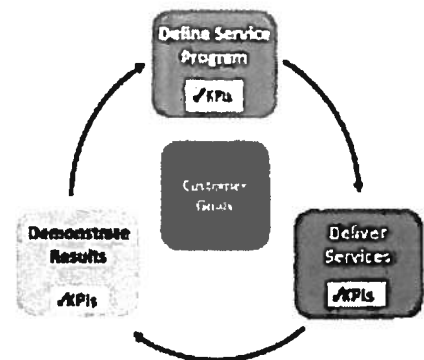
### Scope of Services to be Provided by Siemens

- |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. <b>Building Services – Automation</b> <ol style="list-style-type: none"> <li>1.1. Automation Health Report</li> <li>1.2. Preventative Maintenance</li> <li>1.3. Customer Directed Support</li> <li>1.4. Operator Coaching</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>1.5. Data Protection &amp; Recovery Service</li> <li>1.6. Network &amp; Software Maintenance</li> <li>1.7. Software Support &amp; Updates</li> <li>1.8. Customer Training</li> </ol> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Our Service Approach

*Proven Outcomes Service* is a performance-based service philosophy designed to better help customers achieve their business goals. Through it we define a tailored service program, deliver outcomes and demonstrate results, all based on customer-specific benchmarks for success.

You have goals. Siemens helps ensure you meet them. With our **Proven Outcomes** service philosophy, *your business objectives become the cornerstone of a tailored service program. You can trust our services to deliver the outcomes you require, from maximizing up time to increasing efficiency and extending system life.*  
**Built around your goals**



*With Proven Outcomes Service is built around your specific goals. We work with you to understand your drivers, needs and challenges. Key Performance Indicators (KPIs) are agreed upon and we work collaboratively to ensure all targets are met.*

### Our Approach

Our Proven Outcomes Service Framework has three (3) primary components:



<p><b>Define</b></p> <p>We work with you to understand your goals and strategies, and ultimately Key Performance Indicators (KPI's). By establishing KPI's, we ensure that a service program is designed with them in mind, so the expected results will be achieved and measured.</p>
<p><b>Deliver</b></p> <p>We deliver services that are directly aligned with the expected outcomes (KPI's). This helps to ensure that the services and tasks are aligned with your goals. In addition, we provide transparency to the services as they are performed.</p>
<p><b>Demonstrate</b></p> <p>We quantify performance against your KPI's and review this performance with you on a quarterly basis. We also review any recommendations for improvement and establish next steps with you. This keeps the services we provide relevant to your needs. The Proven Outcomes Service Framework is a collaborative approach which ensures that we work together and ultimately help you achieve organizational outcomes.</p>

## Established Key Performance Indicators (KPIs)

### Goal Alignment

Garden Grove has a massive footprint with multiple city facility locations that need attention. The city has a multitude of facility goals. Siemens can have a direct impact on many of these, which are measurable.

The Proven Outcomes Service plan herein is written with these goals as the drivers. The primary focus for Garden Grove is the *safety, comfort, productiveness and energy efficiency* of the areas that were recently upgraded. An additional focus is maintaining an *ease of use factor* when certain facilities are begun used after hours to ensure comfort and productivity ensuring job satisfaction. Lastly, Garden Grove intends to support the first two objectives by *maintaining a Mastery level of competence* with their Energy Management System.

Garden Grove and Siemens will have *semi-annual meetings* to monitor progress and brainstorm for the following years Key Performance Indicators. This contract is specifically designed for Garden Grove to meet the mutually agreed upon specific business needs below for Year-One:

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1. **Improve Facility's Staff knowledge of Siemens Desigo Command Center (CC) EMS / BAS**
  - 1.1. *KPI – Utilize the training allotments to send Facility Staff to a Siemens Instructor-Led Training in Cypress until Mastery of the system is achieved*
    - 1.1.1. *Master Operator Program guidelines as seen in Appendix E*
    - 1.1.2. *Two (2) members have already attended the Desigo I*
2. **Improve Occupant Comfort Through Preventive Maintenance and Correcting Issues**
  - 2.1. *KPI – Less than 5% of Failed Points within the System*
  - 2.2. *KPI – Less than 10% of points in Operator*
3. **Identify Scheduling Issue with the Council Chambers at City Hall**
  - 3.1. *KPI – Maintain 90% satisfaction level with the cooling schedule*
4. **Identify HVAC Mechanical Equipment that is not Operating Properly**
  - 4.1. *KPI – Provide a deficiency report with key items that need immediate attention*

## Building Services – Automation

### 1.1 Automation Health Reporting

On a *quarterly basis*, Siemens will provide an Automation Health report to show a snapshot on the 'health' of the system. Results from the previous report will be tracked within this report to show progress. This process of collecting data and analyzing the data provides our specialists with baselines for measurements of the systems key components. Siemens will provide feedback within the report to recommend actions for continuous system improvement. This report is to run without interruption to the system.

#### Automation Health Issue Resolution

On a *quarterly basis*, Siemens will utilize the specialist to address items identified through our Automation Health Report – discussed above. The intent is to ensure that the building automation system running your facilities remains in peak operating conditions. Items to be addressed as a result of the Automation Health Report may include failed point resolution, alarm management, addressing temperatures and humidity's chronically out of range, etc. This may be done in conjunction with Customer Directed Support or Operator Coaching to help your staff address these issues in the future.

### 1.2 Preventive Maintenance

We will be provided in accordance with a program of routines as determined by our experience, equipment application and location. 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.*



Based on the site requirement, site conditions and equipment present at the site, some of the tasks performed during preventive maintenance include the following:

- Visually Inspect cabinet and observe operating environment
- Check Diagnostic LEDs and electrical wiring and tighten loose connections
- Identify overridden HOA Switches
- Review with the customer before attempting to change/correct
- Verify supply air pressure to the panel, if applicable
- Pinch branch line and check for leaks (Pressure drop), if applicable
- Check for air leaks and oil or water contamination
- Ensure all wiring and tubing is dressed properly
- Secure all loose components in panel
- Clean as necessary

**Note:** The tasks mentioned above are generic tasks. All the above tasks may or may not be performed based on the equipment maintained at your facility.

- The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement

### 1.3 Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Under this contract, a Siemens Service Specialist will be on-site (2) days per year. This time can be used as one full day or two half days to assist in fixes or programming discovered throughout a period. Additional time outside of the (1) day will be discounted at the preferred customer discounted rate.

Typical scenarios are:

- Help clarify questions regarding the system functionality
- Providing a specialist to complete special projects at the customer's direction
- Participate in customer's evaluation and planning of future expansion and/or change of facility use. Research setting trends and locating document information if required
- Evaluate & recommend system enhancements may be, and/or operations improved

### 1.4 Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Under this contract, a Siemens Service Specialist will be on-site (2) days per year. This service will ensure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address system 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.

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## 1.5 Data Protection & Data Recovery Services

Siemens will perform scheduled database back-ups of your Desigo Server database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your 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 service agreement

## 1.6 Software and Network Maintenance

Siemens *Software Maintenance* addresses 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. We will perform this service using onsite visits and / or remote services.

Siemens *Network Maintenance* use a combination of proprietary diagnostic technology and network analysis software. Siemens will analyze, optimize and report on the performance of the systems networks. Proper network maintenance ensures the highest speed of alarming, accuracy of control, communication and reporting across the facilities. *Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network and overall operation.* Siemens may also make recommendations on changes to the core network infrastructure if structural limitations are identified during the analysis.

### Remote Maintenance Capability

Siemens has set up the necessary software on the BAS workstation on site and ensured that the BAS can be logged in securely from a Siemens office. This ensures that Siemens can provide quick and efficient responses via remote log in to the Siemens BAS system at the City of Garden Grove. City of Garden Grove IT department will need to provide the requirements for the support of the remote connection for the duration that Siemens will perform service.

### 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, considering 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.



### **1.7 Desigo Software Support and Updates**

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software. We will also provide corresponding support documentation outlining the features of the releases. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

The *Desigo License Expires April 4th every year* and must be renewed on an annual basis to ensure functionality. It is more cost effective to renew licenses annually.

### **1.8 Instructor-Led Training**

Siemens recognizes the importance of maximizing the efficiency of your facility systems and optimizing functionality. *Through training provided by Siemens, your organization will lower building costs while enhancing building performance. Your employees will be able to provide more meaningful analysis of building operations data and build their professional development with Continuing Education Units through attending the mastery curriculum.*

Preferred Service Agreement discounted price for the City of Garden Grove to have employees trained (3.5 days) at Siemens Cypress Branch Training Center is included for *three (3) City of Garden Grove Building Maintenance Staff every year.*

#### **Automation Emergency Online/Phone Response (*Billable Service*)**

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, 24 Hours per Day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. 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.

#### **Automation Emergency On-site Response (*Billable Service*)**

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, 24 hours per day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.





## Service Agreement Contract Characteristic

Attributes	Response Times
Emergency Online/Phone Response	24 x 7 (Billable)
Response time - onsite for critical components	4-hours; 24 x 7 (Billable)
Response time - onsite for non-emergency	24 x 7 (Billable)
Hours of Service	24 x 7 (Billable)
Window for Call Handling	24 x 7 – Availability to take your call

\*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

## 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.



## **Exclusions and Clarifications**

Unless expressly stated otherwise, Services do not include, and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (h) replacement of more than 10% of refrigerant charge per piece of equipment per incident; (i) installation / removal, and / or rental fees for any temporary HVAC equipment if necessary; or (j) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.



## 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 workspace hours.

### **Your Assigned Team of Service Professionals will include:**

**Joshua Clark – Account Executive** manages the overall strategic service plan based upon your current and future service requirements for mechanical services.

**Katarina 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.

**David Quezada – Primary Service Specialist** is responsible for performing the ongoing service of your system.

**TBD – 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.

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

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

**TBD – Service Administrator** is responsible for all service invoicing including both service agreement and service projects.



## Terms and Conditions

To remain the same as current contract 2600083727

## Agreement Terms for Investment

Services shall be provided at:

1. **City Hall:** 11222 Acacia Pkwy, Garden Grove, CA 92840
2. **Police Department:** 11301 Acacia Pkwy, Garden Grove, CA 92840
3. **The GEM Theater:** 12852 Main St, Garden Grove, CA 92840
4. **Additional Locations in Appendix A**

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

**Duration (Initial Term and Renewal):** This Agreement shall remain in effect for an Initial Term of 3 Periods beginning 2020-12-01, with two additional option years. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Sell Price	Period Range	Billing Frequency
1	\$54,635	Dec 1, 2020 – Nov 30, 2021	ANNUALLY
2	\$56,275	Dec 1, 2021 – Nov 30, 2022	ANNUALLY
3	\$57,960	Dec 1, 2022 – Nov 30, 2023	ANNUALLY
OY 1	\$59,700	Dec 1, 2023 – Nov 30, 2024	ANNUALLY
OY 2	\$61,490	Dec 1, 2025 – Nov 30, 2026	ANNUALLY

\*Amount Due in Advance Based on Billing Frequency

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal are firm for 30 days.



## Signature Page

The Buyer acknowledges that when accepted by the Buyer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) 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.

### Proposed By:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Joshua Clark

\_\_\_\_\_  
Name

4276385

\_\_\_\_\_  
Proposal #

\_\_\_\_\_  
Year-One Proposal Amount

January 4, 2021

\_\_\_\_\_  
Date

### Accepted by:

City of Garden Grove

\_\_\_\_\_  
Company

Phil Carter

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #



## Appendix A: Additional Locations

Location Name	Address	Zip	Functional Loc #
Public Works	13802 Newhope St.	92843	
Atlantis Play Center	13630 Atlantis Way	92844	
Buena Clinton Center	12661 Sunswept Ave	92843	
Chapman Library	9182 Chapman Ave	92841	
City Hall	11222 Acacia Pkwy	92840	
Community Meeting Center	11300 Stanford Avenue	92840	
Courtyard Center/ Activity Center	12732 Main Street	92840	
Eastgate Library (Tibor Rubin)	11962 Bailey St	92845	
Eastgate Park	12001 St. Mark	92845	
Edgar	6203 Cerulean	92845	
Festive Amphitheatre	12762 Main St	92840	
Gem Theater	12852 Main St	92840	
Juvenile Justice	11301 Acacia Pkwy	92840	
Magnolia Center	11402 Magnolia	92841	
Police Annex	11301 Acacia Pkwy	92840	
Police Department	11301 Acacia Pkwy	92840	
Property & Evidence Building	11301 Acacia Pkwy	92840	
Teen Center	12001 St. Mark	92845	
West Haven Park	12252 West St	92840	
Westgrove Park	5372 Cerulean	92845	
Woodbury Pool	13800 Rosita Pl.	92843	
Activity Center			
Community Service Center			
Credit Union			
Eastgate Theater			

## Appendix B: Dispatch Phone Numbers

*Keep this page readily accessible for your reference in the event you need a service call.*

Description	Phone Numbers
<b>24/7 Service / Dispatch:</b>	<b>(800) 806-0886</b>
<b>Local Dispatch (8am - 5pm):</b>	<b>(714) 816-1444</b>



## Appendix C: Maintained Equipment – Automation

Equipment Category	Equipment	Quantity	Notes
Control Systems	Desigo CC Software	1	
Siemens	Desigo CC Server	1	
System Performance Updates	Desigo CC Single Server Update	1	Software License Expires on 04/04 every year
Field Panels	PXC Modular	9	
Field Devices	TEC	165	
Field Devices	DXR	49	
System Performance	Automation Health Report	4	



## Appendix D: Training Classes

# Desigo CC Master Operator Training Path

<b>Introduction to Desigo CC</b> ST 101 (Web Based)		
<b>Desigo CC Workstation I</b> ST 9203 (Instructor Led)	CEUs: 2.1 	
<b>Desigo CC Workstation II</b> ST 9254 (Instructor Led)	CEUs: 2.5 	
<b>Desigo CC Refresher (optional)</b> ST 501 (Virtual Instructor Led)	CEUs: 0.4 	
<b>Desigo CC Master Operator</b> ST 9273 (Instructor Led)	CEUs: 2.1 	
<b>Virtual Instructor Led Offering (optional)</b> To enhance your Master Operator knowledge, we recommend completing at least one Virtual Instructor Led (VILT) offering. View the VILT course offerings on page 20		

## Desigo CC

Take control of your professional development by completing the Desigo CC Master Operator Training Path. The Desigo CC Master Operator Training Path provides the critical knowledge to confidently make informed decisions when navigating through the Desigo CC Management Station.

Each class in the path builds upon each other ending with a capstone scenario based training class. It is recommended that you complete the courses listed in the path in the order they are shown; from the top down. Upon successful completion of the entire path, you will receive Master Operator status.

Knowledge and skills assessments are part of the instructor-led classes to provide an opportunity for you to assess the knowledge gained during the class and prove your proficiency in operating a Desigo CC Management Station.

For experienced operators, a test-out is available for the ST 9203 - Desigo CC Workstation I class. The test-out is available at: [www.siemens.com/esonline](http://www.siemens.com/esonline).





## Introduction to Desigo CC

**Course Code:** ST 101

**Target Audience**

For users who need an overview of the Desigo CC Management Station.

**Prerequisites**

None

**Description**

This web-based training course provides an introduction to the Desigo CC Management Station.

**Objectives**

Upon completion of the course, students should be able to:

- Understand how Desigo CC pulls together multiple disciplines
- Understand the layout and workflow of Desigo CC
- Use basic applications such as: Graphics, Event Treatment, Trending, Reporting and Scheduling

**Topics**

- Platform Design
- Workflow
- Applications



## Desigo CC Workstation I

**Course Code:** ST 9203

**Target Audience**

For users of Desigo CC whose role is to perform day-to-day operations on a Desigo CC Management Station.

**Prerequisites**

None

**Description**

Learn how to monitor and control your Desigo CC Management Station through hands-on guided exercises and discussions. A scenario-based skills assessment at the end of the course allows you to put into practice the knowledge you have learned.

**Objectives**

Upon completion of the course, students should be able to:

- Perform Event Management
- Explain the workflow of Desigo CC
- Navigate a Desigo CC graphic
- Command and release points from a graphic
- Manually collect trend data
- Utilize Log Viewer to locate historical data
- Run, execute, modify and save reports
- Initiate Remote Notification

**Topics**

- Navigation
- Event Management
- Commanding from Graphics
- Trending
- Scheduler
- Log Viewer
- Reports
- Remote Notification
- Knowledge Assessment
- Skills Assessment



## Desigo CC Workstation II

**Course Code:** ST 9254

**Target Audience**

For advanced users of Desigo CC whose role is to create and modify graphics, security groups and user accounts.

**Prerequisites**

ST 9203 - Desigo CC Workstation I

**Description**

Building on Desigo CC Workstation I, you will learn how to build and modify system objects. A scenario-based skills assessment at the end of the course allows you to put into practice the knowledge you have learned.

**Objectives**

Upon completion of the course, students should be able to:

- Modify intrinsic alarm settings
- Create notification class objects
- Modify an existing schedule
- Build a system schedule from scratch
- Modify an existing graphic
- Use the evaluation editor
- Understand how Desigo CC uses the address book
- Create new users
- Configure security settings
- Use the log viewer to locate historical data
- Modify a report
- Create new scopes
- Use scopes to control user access to system objects
- Monitor an active remote notification
- Configure contact and escalation rules

**Topics**

- Alarm Configuration
- Scheduling
- Graphics
- Address Book
- Users and Security
- Log Viewer and Reports
- Scopes
- Remote Notification
- Knowledge Assessment
- Skills Assessment





## Desigo CC Refresher

**Course Code: ST 501**

### Target Audience

For users of Desigo CC who need to refresh their skills on the current market package of the Desigo CC Management Station.

This course is optional and not required to earn Master Operator status.

### Prerequisites

ST 9203 - Desigo CC Workstation I and ST 9254 - Desigo CC Workstation II

### Description

Refresh your knowledge on the Desigo CC Management Station. You will interact with a live online instructor and other students to work through real-world scenarios using Desigo CC.

This course is comprised of two 2 hour sessions that are taught virtually.

### Objectives

Upon completion of the course, students should be able to:

- Use various treatment options to acknowledge and reset alarms
- Demonstrate how to command and release points
- Create new and open existing trends
- Configure the reports output definition to execute a report to a PDF file or an email
- Modify intrinsic alarm configurations and create event enrollment objects
- Build a BACnet object
- Utilize Simple, Linear and Discrete Evaluations
- Create Desigo CC Users
- Create new and modify existing scopes
- Create new and modify existing Remote Notifications

### Topics

- Alarm Configuration
- Graphics Editor
- Trending
- Reports
- Scopes



## Desigo CC Master Operator

**Course Code: ST 9273**

### Target Audience

For advanced users of Desigo CC whose role is to perform configuration changes and troubleshoot using the Desigo CC Management Station.

### Prerequisites

ST 9203 - Desigo CC Workstation I and ST 9254 - Desigo CC Workstation II

### Description

Configure and modify applications within Desigo CC to increase your efficiency in monitoring and controlling building systems.

Upon successful completion of the training path, you will earn Master Operator status on the latest Desigo CC market package.

### Objectives

Upon completion of the course, students should be able to:

- Demonstrate automatic and non automatic symbol association
- Create point properties on a graphic
- Create graphical elements that appear and/or disappear on a graphic
- Modify a template graphic for all TECs of the same application
- Associate an object or a point to a document
- Apply custom views related for divisions, roles or equipment
- Perform database maintenance at the field panel level, project level and SQL server level
- Use Desigo CC as a troubleshooting tool to identify an abnormal condition

### Topics

- Troubleshooting
- Graphics
- Database Configuration
- Conditional Trending
- Reaction Processor
- User Accounts
- Security Groups
- Custom Scopes and Views
- Database Maintenance

