

**KANSAS CITY, MISSOURI KC-GO! CONTRACT FOR SERVICES \$160,000 OR LESS
AVIATION DEPARTMENT**

Contract/Project No. 6220070037	Vendor No. 0000072520	Encumbrance No.
Contractor Name: Siemens Industry, Inc. Address/E-Mail: 8066 Flint Street Lenexa, KS 66214 Phone: 913-905-6700 Fax:	Project Title / Description: Overhaul Base CUP building Automation System – Preventative Maintenance, Data Protection, Software updates and maintenance.	

This contract is between the City of Kansas City, Missouri (“City”) and the above-named Contractor who agrees as follows: In the event that any of the terms and conditions in Part I, Part II, Part III, Attachment A of this Contract conflicts, interpretation of this Contract Shall be according to the following priority, except as mandated by law, including City Ordinance.

- A. Signature Page
- B. Part I, Scope of Services
- C. Part II, Standard Terms and Conditions
- D. Part III, Additional Terms and Conditions
- E. Attachment A – Siemens Proposal dated June 29, 2020

1. This contract begins on **September 1, 2020**. Contractor will complete its work or performance under this contract by **August 31, 2023**.
2. Contractor will do the following under this contract: “Contractor shall perform the services specified in Part I, Scope of Services.”
3. The amount the City will pay Contractor under this contract will not exceed **Sixty Four thousand Seven Hundred and Two dollars (\$64,702.00) Payable as follows: Year 1 September 1, 2020 to August 31, 2021 \$20,933.00, Year 2 September 1, 2021 to August 2022 \$21,561.00, Year 3 September 1, 2022to August 31, 2023 \$22,208.00.**
4. Contractor will bill the City, in a form acceptable to the City, on the following basis: invoiced upon completion of each project. **Invoice should be emailed to Connie.Brown@KCMO.org and to Sherri.Gaiser@KCMO.org.**

Contractor and City agree to all the terms and conditions in this contract and sign below to show their agreement. **THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

Contractor: By: _____ Title: _____ Date: _____	Kansas City, Missouri By: _____ Pat Klein, Director of Aviation Date: _____
Approved as to form: _____ Assistant City Attorney	I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred. _____ Director of Finance Date: _____

Part I - Scope of Work

This service agreement will assist the KCI Overhaul Base in maintaining efficient system operation to minimize operating cost and downtime, while maximizing equipment life and the effectiveness of existing staff. Siemens will provide data protection & recovery services, quarterly preventive maintenance services, annual Desigo CC software updates with on-site training and emergency service & discounted labor listed in detail below:

1. Siemens will perform scheduled database backups of all workstation databases and graphics and/or field panel databases and provide safe storage of critical business information. In the event of a catastrophic event Siemens will respond on site and/or line to reload all database and system files that are on the stored backup to restore operation as quickly as possible.
2. Siemens will perform “Quarterly Preventive Maintenance Services” utilizing a combination of proprietary diagnostic technologies, digital meters, and network analysis software to analyze, optimize, and report on system performance of the networks. This includes an analysis of bandwidth, disturbances, network traffic, and communication over the network, and overall operation to make recommendations on any changes to the core network infrastructure if structural limitations are found. Network numbers to be analyzed and frequency of service is documented in “List of Maintained Equipment”.
3. Siemens will provide software upgrades on existing Siemens Desigo CC software as upgrades are released. Upgrades may include both Service Releases and New Versions of software. Onsite training and training documents will be provided. Workstations covered under this service is documented in “List of Maintained Equipment”.
4. Emergency Service and Discounted Labor are outlined within Attachment A.

**PART II
GENERAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Insurance.

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds
b. Contractual Liability
c. Per Project Aggregate Liability limit
d. No Contractual Liability Limitation Endorsement
e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and

additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event Contractor fails to maintain the required insurance coverage in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

Sec. 3. Bonds.

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 5. Term of Contract.

This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Bid Form/Contract is signed by all parties; (2) the Bid Form/Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 6. Payment.

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract.

Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

Sec. 7. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 8. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 9. City's Right to Terminate for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All

work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

Sec. 10. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor seven (7) days written notice and opportunity to cure such default or breach.

If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver or Modification.

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract

shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 14. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 15. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place

and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations

Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 16. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Bid Form/Contract. Contractor shall comply with all of the requirements imposed by the City's HRD Forms and Instructions for Non-Construction Bids and its Contractor Utilization Plan. Contractor's compliance with this Section is a material part of this Contract.

Sec. 17. Tax Compliance. If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

Sec. 18. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 19. Assignability & Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 20. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to

perform services on behalf of Contractor in this Contract.

Sec. 21. Rules of Contract Construction.

City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Reports. Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

Sec. 23. Notices. All notices required by this Contract shall be in writing sent by facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Bid Form/Contract if to the Contractor and to the City person and address listed on the Acceptance of Bid portion of the Bid Form/Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

Sec. 24. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Section 25. Employee Eligibility Verification.

If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security(E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify

information of newly hired employees, under the Immigration Reform and Control Act of 1986.

Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_118522_1678150shtm . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

XIII. Assurances.

A. Lessee/Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Lessee/Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Lessee/Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Lease/Contract/Agreement for which the City shall have the right to terminate this Lease/Contract/Agreement and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Lessee/Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Lessee/Contractor to the general public.

D. As part of the consideration of this Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Lessee/Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office

of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

E. As part of the consideration of the Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
2. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

F. The foregoing discrimination covenants are a material part of this Lease/Contract/Agreement and for breach thereof the City shall have the right to terminate this Lease/Contract/Agreement and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Lease/Contract/Agreement had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Lessee/Contractor agrees to insert the foregoing six provisions (A-F) in any

Lease/Contract/Agreement by which Lessee/Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. Lessee/Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee/Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee/Contractor further agrees that it will require its covered suborganizations to provide assurances to Lessee/Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

I. The City reserves the right, but is in no way obligated to Lessee/Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Lessee/Contractor, and without interference or hindrance from Lessee/Contractor.

J. The City reserves the right, but is in no way obligated to Lessee/Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee/Contractor in this regard.

K. Lessee/Contractor acknowledges that this Lease/Contract/Agreement is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

L. The Lease/Contract/Agreement is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace

above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

M. Lessee/Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Lessee/Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Lessee/Contractor.

N. Lessee/Contractor, by accepting this Lease/Contract/Agreement, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Lessee/Contractor.

O. Lessee/Contractor acknowledges that nothing contained in this Lease/Contract/Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

P. This Lease/Contract/Agreement and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over

of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

XIV. Right to Amend.

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee/Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

XV. Immigration Reform and Control Act of 1986.

Lessee/Contractor understands and acknowledges the applicability of the IRCA to it. Lessee/Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Lease/Contract/Agreement and to permit the City to inspect its personnel records to verify such compliance.

XVI. Disadvantaged Business Enterprise Requirements.

To the extent that this Lease/Contract/Agreement is covered by 49 CFR Part 23, Subpart F, Lessee/Contractor agrees that this Lease/Contract/Agreement is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Lessee/Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Lease/Contract/Agreement covered by 49 CFR Part 23, Subpart F.

Lessee/Contractor agrees to include the foregoing statement in any subsequent Lease/Contract/Agreement that it enters and cause those businesses to similarly include said statement in further agreements.

XVII. Restricted Areas/Security.

Lessee/Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Lessee/Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee/Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security; Air Carriers and commercial Operators (if Lessee/Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Lessee/Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Lessee/Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Lessee/Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Lessee/Contractor that Lessee/Contractor is not authorized to engage in or perform under this Lease/Contract/Agreement unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Lessee/Contractor, its officer, employees, invitees or Lessee/Contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Lessee/Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Lessee/Contractor in writing of any claimed violations so as to permit Lessee/Contractor an opportunity to participate in any investigation or proceedings.

XVIII. General Civil Rights Provisions.

The Lessee/Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Lessee/Contractors from the bid/RFP solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

XIX. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Lessee/Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee/Contractor") agrees as follows:

1. Compliance with Regulations: The Lessee/Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Lessee/Contractor, with regard to the work performed by it during the contract, will

not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee/Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Lessee/Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Lessee/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee/Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Lessee/Contractor's noncompliance with the Non-

discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee/Contractor under the contract until the Lessee/Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Lessee/Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee/Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee/Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee/Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Lessee/Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT - A

SIEMENS

Ingenuity for life

PROPOSAL

KCI Overhaul Base SA 2020-2023

PREPARED BY


Siemens Industry, Inc.

PREPARED FOR

CITY OF KANSAS CITY

DELIVERED ON

June 29, 2020



Smarter buildings drive smarter, and more efficient, building operations.

Creating perfect places to live. That's Ingenuity for life.

Table of Contents

INTRODUCTION	1
Proposal Information	1
Contact Information	3
CUSTOMER OVERVIEW	4
Executive Summary	4
Siemens Capabilities & Customer Commitment	5
SERVICE SOLUTION	6
Building Services – Automation	6
Exclusions and Clarifications	8
SERVICE IMPLEMENTATION PLAN	9
Connectivity and Communications	9
Service Agreement Contract Characteristics	10
Service Details	11
Maintained Equipment Table	12
Service Team	13
TERMS AND CONDITIONS	14
Terms and Conditions	14
Agreement Terms for Investments	15
SIGNATURE PAGE	16
Signature Page	16
APPENDICES	17
Appendix A: Siemens Service Portfolio	17
Appendix B: Discounted Labor & Material Pricing	18
Appendix C: Service Agreement at a Glance	19

Contact Information

Proposal #:	4970119
Date:	June 29, 2020

Sales Executive:	Justin Harding
Branch Address:	8066 Flint St Kansas, 66214
Telephone:	913-523-6868
Email Address:	justin.harding@siemens.com

Customer Contact:	Anthony Rohr
Customer:	KCI Overhaul Base
Address:	601 BRASILIA AVE KANSAS CITY MO 64153-2054
Services shall be provided at:	KCI Overhaul Base KANSAS CITY MO 64153-2054

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for CITY OF KANSAS CITY, and the services provided herein will help you in achieving your facility goals.

Our Services

Siemens will provide the following services.

Service Description

- Data Backup and Restore Services
- Network Maintenance
- Software Maintenance
- Preventive Maintenance - Automation
- Software Subscription Service - Desigo CC
- cRSP Setup

SIEMENS

Ingenuity for Life

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 have been developed to ensure satisfaction and help you achieve the outcomes you expect.

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

- Manage System Operation & Compliance
- Protect Lifecycle Investment
- Digital Services

Emergency Online/Phone Response

Premium

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.

Emergency On-site Response

Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Manage System Operation & Compliance

Data Backup and Restore Services

Siemens will perform scheduled database backups of your workstation database and 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.

Network Maintenance

Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance ensures the proper speed of communication and accuracy of control, alarming, and reporting across the facility. 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. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment.

Software Maintenance

Using appropriate tools from Siemens' suite of diagnostic tools, we periodically perform system diagnostics and then take corrective actions to ensure that the Building Automation System is performing at peak efficiency or to customer requirements. We make sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. We identify and correct software corruption and inconsistencies; eliminate duplicate points, redundant loops and causes of unnecessary traffic; and address unresolved points and alarm reporting problems. This will ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

Preventive Maintenance – Automation

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Maintained Equipment in this service agreement.

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.

Protect Lifecycle Investment

Software Subscription Service - Desigo CC

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. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is onsite training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' 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.)

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.

Connectivity and Communications

Siemens Remote Services for building technology (SRS)

A secure remote connection to your facility enables Siemens to respond quickly, and maintain a high level of system up-time and performance.

Siemens Remote Service (SRS) is the efficient and comprehensive infrastructure for the complete spectrum of equipment-related remote services. Services that formerly required on-site visits are now available via data transfer. This includes rapid error identification as well as immediate remote repair. But that's not all. By proactively monitoring your systems, we can detect parameter deviations before problems occur. Siemens accesses your systems via a secure cRSP connection.

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 Agreement Contract Characteristics

Description	AUTOMATION
Hours of Coverage	24 x 7
Response Times (Phone/Online)	2 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	Yes
Third Party Systems	No
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	50.0%

*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.

Service Details**Automation**

Service Description	Qty	Frequency	Year
Data Backup and Restore Services	1	4	1,2,3
Network Maintenance	1	4	1,2,3
Software Subscription Service - Desigo CC	1	1	1,2,3
cRSP Setup	1	1	1,2,3



Maintained Equipment Table

Automation

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
PXC Modular	Software Maintenance	1	4	1,2,3	Onsite	N/A
	Preventive Maintenance - Automation	2	4	1,2,3	Onsite	N/A

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.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Justin Harding – Sales Executive

913-523-6868 Justin.harding@siemens.com
manages the overall strategic service plan based upon your current and future service requirements.

Lisa Katsulis – 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.

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

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

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

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

Aisha Al Hallaq- Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Aisha Al Hallaq - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(<https://www.siemens.com/download?A6V11628573>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)



Agreement Terms for Investments

Services shall be provided at:

601 BRASILIA AVE
ShippingAddress2
KANSAS CITY, MO64153-2054.

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 2020-08-01. 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:

Billing Frequency	Period Range	Period	Sell Price
Annually	Aug 1,2020 - Jul 31,2021	1	\$20,933.00
Annually	Aug 1,2021 - Jul 31,2022	2	\$21,561.00
Annually	Aug 1,2022 - Jul 31,2023	3	\$22,208.00

Multi-Period Investment Total	\$64,702.00
-------------------------------	-------------

*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 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	Aug 1,2020 - Jul 31,2021	\$20,933.00	Annually
2	Aug 1,2021 - Jul 31,2022	\$21,561.00	Annually
3	Aug 1,2022 - Jul 31,2023	\$22,208.00	Annually

Proposed by:

Siemens Industry, Inc.

Company

Justin Harding

Name

4970119

Proposal #

\$64,702.00

Proposal Amount

June 25, 2020

Date

Accepted by:

CITY OF KANSAS CITY

Company

Name (Printed)

Signature

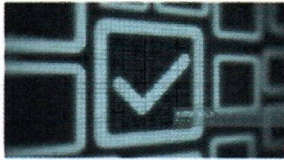
Title

Date

Purchase Order # PO for billing only PO notrequired

Appendix A: Siemens Service Portfolio

Advisory and Performance Services



**Manage System
Operation & Compliance**

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

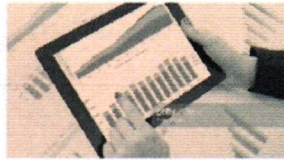
Facility Assessment & Planning
In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection
Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services
Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management
Management of critical building system and compliance information, with organization and access determined by your needs

Corrective Services
Immediate response to system failures or faults to restore functionality and integrity to desired state



**Optimize Performance
& Productivity**

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning
Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services
Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvements & Integration
Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies

Training & Operational Support
Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services
On-site and/or remote resources monitor system events and alarms, and take appropriate action



**Protect Lifecycle
Investment**

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

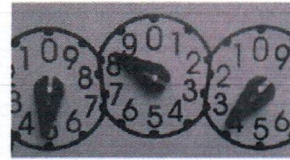
Technology Planning
Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades
Software upgrades and firmware updates are provided, delivering the most current technology and functionality

System Migration / Modernization
Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions
Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services
Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance



**Enhance Energy
Management & Sustainability**

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

Energy & Sustainability Master Planning
Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

Energy Conservation
Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

Energy Production & Storage
Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

Energy Procurement
With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty

Digital Services

Appendix B: Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective from June 1, 2020 through May 31, 2021

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sunday / Holidays
Building Automation Spec	\$200.00 per hour	\$300.00 per hour	\$400.00 per hour
Fire Specialist	\$170.00 per hour	\$255.00 per hour	\$340.00 per hour
Security Specialist	\$155.00 per hour	\$233.00 per hour	\$310.00 per hour
HVAC Mechanic	\$170.00 per hour	\$255.00 per hour	\$340.00 per hour
Electrical Services Tech.	\$190.00 per hour	\$285.00 per hour	\$380.00 per hour
Project / Energy Engineer	\$220.00 per hour	\$330.00 per hour	\$440.00 per hour
Project Manager	\$230.00 per hour	\$345.00 per hour	\$460.00 per hour

Preferred (Contract) Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sunday / Holidays
Building Automation Spec	\$160.00 per hour	\$240.00 per hour	\$320.00 per hour
Fire Specialist	\$136.00 per hour	\$204.00 per hour	\$272.00 per hour
Security Specialist	\$124.00 per hour	\$186.00 per hour	\$248.00 per hour
HVAC Mechanic	\$136.00 per hour	\$204.00 per hour	\$272.00 per hour
Electrical Services Tech.	\$152.00 per hour	\$228.00 per hour	\$304.00 per hour
Project / Energy Engineer	\$176.00 per hour	\$264.00 per hour	\$352.00 per hour
Project Manager	\$184.00 per hour	\$276.00 per hour	\$368.00 per hour

Minimum Charge: Service involving travel to the customer site will incur a labor charge and a \$100.00 daily vehicle trip charge will be added to all service calls. No additional mileage charges apply. Truck charge includes cost of truck, gas, insurance, mileage, tools, etc.

Labor Charge: 2 hours minimum on T&M Billable calls for customers with a Service Agreement and 4 hours minimum on Non-Service Agreement Customers. A 1 hour minimum will be charged for on-line diagnostics and support. Regular time is from 7:00 a.m. to 5:00 p.m. Monday through Friday.

Overtime Rates (Time and a half) Weekdays from 5:00 PM to 7:00 AM Monday through Friday and prior and all-day Saturday.

Double-time Rates: Sundays and Holidays as per Siemens published holiday schedule.

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.



Fuel Surcharge: Siemens reserves the right to add a fuel surcharge to service calls in the event of drastic fuel increases.

Payment Terms: COD/Credit Card/Net 30 Days

Appendix C: Service Agreement at a Glance

- Three (3) year plan
 - 2 hour emergency online/phone priority response
 - 4 hour Same day onsite critical priority response
- Five (5) yearly site visits to perform the following
 - Four (4) yearly site visits to Maintain Siemens logbook and work with HVAC staff on corrective maintenance
 - Labor to back up the system, network and preventative maintenance, and provide general system maintenance and coaching as described below
 - One (1) yearly site visit to install Annual Desigo CC Software Updates
- Discounted labor and materials