

**SECOND AMENDMENT TO  
AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS INDUSTRY, INC. FOR BUILDING  
AUTOMATION SYSTEMS SERVICES (Contract # R1305709P1\_1)**

This is a Second Amendment to the Agreement ("Second Amendment"), is entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Siemens Industry, Inc., a Delaware corporation ("Siemens") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into an agreement dated June 7, 2016 for Siemens to provide building automation systems services ("Original Agreement").

B. Pursuant to the Original Agreement, Article 2.4 Addition/Deletion of Locations, Equipment or Services, the County reserves the right to add and modify services of locations.

C. Pursuant to a First Amendment to the Original Agreement ("First Amendment"), on June 13, 2017, additional locations were added thereby increasing the total maximum not-to-exceed amount by \$1,671,744, for a new total maximum not-to-exceed amount of \$6,280,246.31 (the First Amendment and Original Agreement shall collectively be referred to as the "Agreement").

D. Pursuant to an urgent request for a threshold increase memorandum submitted by the Director of Facilities Management Division, dated April 2, 2020, the Purchasing Director approved an increase of the total maximum not-to-exceed amount by \$28,654.24, for a new total maximum not-to-exceed amount of \$6,308,900.55.

E. The Parties desire to amend the Agreement to memorialize the removal of one (1) location from service. During the third term of the Agreement (July 1, 2018 through June 30, 2019) the County deleted a location (BC Courthouse West & Central Wing) from the Agreement reducing the maximum not-to-exceed amount of \$6,308,900.55 by \$278,650.51 to the new total maximum not-to-exceed amount of \$6,030,250.04.

F. The Parties desire to further amend the Agreement to extend the term for an additional twelve (12) months with two one-month options for a total of fourteen (14) months, beginning July 1, 2021 and add additional locations to the Agreement thereby increasing the maximum not-to-exceed amount of \$6,030,250.04 by \$1,132,276.05 and by an additional \$350,000 for Optional Services for a new maximum not-to-exceed amount of \$7,512,526.09.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Second Amendment are indicated herein by use of ~~strikethroughs~~ to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. This Second Amendment removes the BC Courthouse West & Central Wing from the locations covered by the Agreement. In addition, this Second Amendment adds two locations to those facilities covered by the Agreement: (i) the Broward Logistics Center (64th Street Warehouse) and (ii) the Broward County Addiction and Recovery Center (“BARC”). As indicated by the table below, the two additional facilities include a fourteen (14) month total of \$99,136.24.

Name of Facility	Location Address	Unit Price	Annual Total (14 months)
<del>BC Courthouse West &amp; Central Wing</del>	<del>201 SE 6<sup>th</sup> St. Ft. Lauderdale, FL 33301</del>	<del>\$7,663.40</del>	
<u>Broward Logistics Center (64th Street Warehouse)</u>	<u>1801 NW 64<sup>th</sup> Street, Ft. Lauderdale, FL 33301</u>	<u>\$1,802.16</u>	<u>\$25,230.24</u>
<u>Broward County Addiction and Recovery Center (BARC)</u>	<u>325 SW 28th St. Ft. Lauderdale FL, 33315</u>	<u>\$5,279</u>	<u>\$73,906.00</u>

4. This Second Amendment increases the total maximum not-to-exceed amount of \$6,030,250.04, to a new total maximum not-to-exceed amount of \$7,512,526.09. Article 4.1 of the Agreement is amended as follows:

Services/Goods	Maximum Not-to-Exceed Amount
Contract Year 1 Annual Total	\$945,760.24
Contract Year 2 Annual Total	\$951,460.24
Contract Year 3 Annual Total	<del>\$951,460.24</del> <u>\$859,499.41</u>
Renewal - Contract Year 4 Annual Total ( <u>includes Urgent Threshold Increase Memorandum</u> )	<del>\$960,975.99</del> <u>\$896,749.79</u>
Renewal - Contract Year 5 Annual Total	<del>\$970,589.60</del> <u>\$876,780.36</u>
<u>14 Month Extension – Contract Year 6</u>	<u>\$1,132,276.05</u>
Optional Services	<del>\$1,500,000.00</del> <u>\$1,850,000.00</u>
<b>TOTAL NOT TO EXCEED</b>	<del>\$6,030,250.04</del> <u>\$7,512,526.09</u>

5. Exhibit "A-1" – Locations Covered Equipment & Frequency of Service is amended by adding Supplemental Exhibit "A-1" – Locations Covered Equipment & Frequency of Service attached hereto and incorporated herein.

6. Exhibit B – Pricing Sheet is amended by adding Supplemental Exhibit B – Pricing Sheet attached hereto and incorporated herein.

7. Exhibit C – Pricing for Non-Covered Planned Services is amended by adding supplemental Exhibit C - Pricing for Non-Covered Planned Services attached hereto and incorporated herein.

8. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. The Parties agree and acknowledge that through the effective date of this Second Amendment, Contractor has no claims against County with respect to any of the matters covered by the Agreement, and Contractor has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

11. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

12. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2021, and Siemens Industry, Inc., signing by and through its General Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Matthew Haber (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney



**Exhibit “A-1” – Locations Covered Equipment & Frequency of Service  
(New Locations – Amendment #2)**

**Broward Logistics Center (64<sup>th</sup> Street Warehouse)  
1801 NW 64<sup>th</sup> Street, Ft. Lauderdale, FL 33301  
BAS: JCI**

Location ID	QTY	Description	PM Task	Annual Freq.	BAS
64 WHS	1	NAE (including expansion, communications cards and modules)	BC-PM	1	JCI
			BC-I	3	
64 WHS	11	VAV Controller (VMA1620)	BS-PM	1	JCI
			BS-I	3	
64 WHS	11	VAV Actuators	BS-PM	1	JCI
			BS-I	3	
64 WHS	11	VAV Temperature Sensors	ES-PM	1	JCI
			ES-I	3	
64 WHS	10	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
64 WHS	17	Temperature sensor (SA,DA,ZN,RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
64 WHS	17	BACnet MS/TP Integration Cards	BS-PM	1	JCI
			BS-I	3	

**Exhibit “A-1” – Locations Covered Equipment & Frequency of Service  
(New Locations – Amendment #2)**

**Broward County Addiction and Recovery Center (BARC)  
325 SW 28th St. Ft. Lauderdale FL, 33315  
BAS: Trane**

Location ID	QTY	Description	PM Task	Annual Freq.	BAS
BARC	1	Tracer SC (including expansion, communications cards and modules)	BC-PM	1	Trane
			BC-I	3	
BARC	2	UC 400 (including expansion, communications cards and modules)	BS-PM	1	Trane
			BC-I	3	
BARC	7	UC 600 (including expansion, communications cards and modules)	BC-PM	1	Trane
			BC-I	3	
BARC	107	Temperature sensor (SA,DA,ZN,RA, MA, Water)	ES-PM	1	Trane
			ES-I	3	
BARC	6	XM 70 Expansion Modules	BS-PM	1	Trane
			BS-I	3	
BARC	30	IAQ Co2 sensors	ES-PM	1	Trane
			ES-I	3	
BARC	2	TEC (including expansion, communications cards and modules)	BS-PM	1	Trane
			ES-I	3	
			ES-1	3	