

CONTRACT NO. C- 115890

AMENDMENT NO. 1
SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
ABB Inc. (ABB)
FOR
CONTROL SYSTEMS SUPPORT

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AMENDMENT NO. 1 BETWEEN
THE CITY OF LOS ANGELES
AND
ABB INC. (ABB)
FOR
CONTROL SYSTEMS
SUPPORT

This Amendment No. 1, made and entered into by and between the Bureau of Sanitation, Department of Public Works, City of Los Angeles, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "ABB Inc." hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

W I T N E S S E T H

WHEREAS, Contract C-115890 between the City of Los Angeles and ABB Inc. was executed in October 2009 to procure support services for control systems installed at the Glendale Water Reclamation Plant and the Donald C. Tillman Water Reclamation Plant; and

WHEREAS, the Bureau of Sanitation uses Symphony Control Systems from CONTRACTOR to run the operations at the Glendale Water Reclamation Plant and the Donald C. Tillman Water Reclamation Plant; and

WHEREAS, the Bureau of Sanitation does not have the in-house expertise to perform many of the services required to maintain and support these control systems and must rely on outside services to provide them; and

WHEREAS, the Bureau of Sanitation recognizes that CONTRACTOR possesses

specialized expertise, knowledge, and sufficient personnel to perform the required services; and

WHEREAS, the Bureau of Sanitation requires resources and services only available from CONTRACTOR to satisfy the support needs of the control systems; and

WHEREAS, CONTRACTOR, being the sole manufacturer of the ABB Symphony Control Systems, is uniquely qualified to provide these technical services and provide the necessary equipment and spare parts; and

WHEREAS, CONTRACTOR has designed and patented the code for firmware and engineering software embedded in the ABB Control System and has proprietary rights to the hardware design and the components that make up the module of the ABB Control System; and

WHEREAS, CONTRACTOR has performed the above referenced tasks in a professionally sound manner in accordance with all applicable laws, rules, regulations and other applicable requirements of Local, State, and Federal governments; and

WHEREAS, this contract is being amended to extend the contract term by an additional five (5) years from October 2014; and

WHEREAS, the duration of this contract amendment is intended to secure support time and services from CONTRACTOR until the ABB control systems are replaced by the Honeywell control systems, scheduled to be completed in 2018; and

WHEREAS, due to increased costs, the contract ceiling of \$2,000,000 will be increased to \$3,000,000 to accommodate costs for the additional five (5) year term.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 - SECTION HEADINGS

NO CHANGE IN THIS ARTICLE

ARTICLE 2 - DEFINITIONS

NO CHANGE IN THIS ARTICLE

ARTICLE 3 - SERVICES DESCRIPTION

NO CHANGE IN THIS ARTICLE

ARTICLE 4- RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

MODIFY SUB-ARTICLE 4.5 TO READ AS FOLLOWS:

4.5 CONTRACTOR Schedule of Services and Costs

4.5.1 FIELD SERVICE- See attached schedule (EXHIBIT A) for estimated dollar amounts

Service Location: Donald C. Tillman Water Reclamation Plant

150 days total each 5-year term of the contract– See attached schedule for subscription costs.

Service Location: Glendale Water Reclamation Plant

150 days total each 5-year term of the contract -See attached schedule for subscription costs.

The CONTRACTOR agrees to provide to the CITY on-site field service technical support for the term of this AGREEMENT. Under this AGREEMENT, the CITY is entitled to up to one hundred fifty (150) days of primary work hours (PWH) support from a Field Service Representative assigned by CONTRACTOR for **the term of the contract**. Primary Work Hours are defined in Article 9.2.2. In situations where the Field Service Representative is required by

the CITY to work outside the PWH, or work in excess of eight (8) hours in one day, the overtime policy in Article 9.2.3 shall apply.

In cases where it is necessary to bring an ABB specialist on-site in support of the Field Service Representative, the ABB Service Manager shall consult with the CITY and obtain approval from the CITY at the time of the occurrence. The specialist's time and

"Other Direct Costs" shall be invoiced at the rates specified in Article 9. The CITY agrees to a minimum charge of four (4) hours for any site visit by CONTRACTOR's specialist to CITY's facilities. The CITY is not entitled to a refund for any unused service time purchased through the Field Service Subscription. The "average 30 days per year" field services recommended for Tillman Water Reclamation Plant should be scheduled throughout the term of this AGREEMENT as deemed appropriate. However, the CITY is not obligated to consume the "average 30 days per year" of recommended service days. Any unused hours will be "banked" for future use within the AGREEMENT period. The Field Service Representative assigned by CONTRACTOR shall work with the Tillman Water Reclamation Plant personnel to coordinate visits and schedule work when the CITY requests services. Travel expenses for Field Service Representatives are covered by this AGREEMENT and shall not be charged to the CITY.

The additional costs incurred by CONTRACTOR as a result of requiring a specialist on-site or Field Service Representative working overtime or outside the PWH shall be paid to CONTRACTOR through the purchase of Field Service time as allocated under the contingency funds made available in this AGREEMENT. If the CITY does not utilize the 150 days by the

end of the fifth contract year, then any remaining hours shall be lost without further compensation.

4.5.2 24-HOUR EMERGENCY RESPONSE - See attached schedule for estimated dollar amounts

Service Location: Glendale Water Reclamation Plant

See attached schedule (EXHIBIT A) for estimated subscription costs.

Service Location: Donald C. Tillman Water Reclamation Plant

See attached schedule (EXHIBIT A) for estimated subscription costs.

In the event of an emergency, defined as equipment or system failure that either (1) has caused or will likely result in unplanned system downtime; (2) poses an imminent threat to plant personnel health and/or safety; or (3) may likely result in property damage, a Field Service Representative must be on-site within 24 hours from the time the emergency was first reported to CONTRACTOR by the CITY. There is no limit to the number of callouts the CITY can make of the CONTRACTOR provided the event is, in fact, a valid emergency as defined above.

However, the minimum number of hours charged to the CITY will be four (4) hours per callout with any applicable overtime premiums accessed per the Standard Service Rate Sheet current at that time. The Field Service Representative's time will commence upon confirmation of response from the local field service representative who is assigned to respond to the emergency call and

conclude after his/her return trip from the site. If the CONTRACTOR fails to meet the stipulated response time, then the CITY shall be issued a total monthly credit in the amount of \$1,250 (in the next invoice statement) for nonconformance incident(s) that occur within a calendar month. The maximum yearly credit shall be limited to a total amount of \$15,000 per site.

4.5.3 TECHNICAL SUPPORT- TELEPHONE SUPPORT - See attached schedule for estimated dollar amounts

Service Location: Glendale Water Reclamation Plant

See attached schedule (EXHIBIT A) for subscription costs. Service Location: Donald C. Tillman Water Reclamation Plant

See attached schedule (EXHIBIT A) for subscription costs.

This technical phone support offered by CONTRACTOR as "Support Line Bronze Plus Subscription" provides the CITY ten (10) hours a year of phone support for solving technical problems (the "Support Line Subscription"). This Support Line Subscription with the CONTRACTOR provides the CITY telephone access to CONTRACTOR's staff of technical specialists and guaranteed response to request within one (1) hour. Support shall escalate to design engineer level should the nature and difficulty of the technical problem exceed the expertise of the technical specialist. This service shall be available to the CITY 24 hours a day and 365 days a year. Should a time occur during the term of this AGREEMENT when either the Glendale Water Reclamation Plant or the Donald C. Tillman Water Reclamation Plant no longer

requires telephone support, this Support Line Subscription will be canceled and any remaining funds shall be reallocated as part of the general contingency fund.

4.5.4 TECHNICAL SUPPORT- WEB ACCESS -See attached schedule for estimated dollar amounts

Service Location: Glendale Water Reclamation Plant

See attached schedule (Exhibit A) for subscription costs.

Service Location: Donald C. Tillman Water Reclamation Plant

See attached schedule (Exhibit A) for subscription costs.

The CITY is entitled to all of the following web services through the "Solutions Bank Subscription" with CONTRACTOR:

- Technical Database-documentation database containing supplemental technical documents written by Technical Support: engineering design changes; product release enhancements and bug fixes.
- Customer Forums- product and industry forums for customer discussions, exchanging of information and experiences.
- Download Databank- service pack download area.

- Auto Notification -e-mails will automatically be sent to the CITY when new documents are published to the TechInfoBank. A hyperlink is included in the e- mail for immediate viewing of the specific document.
- On-Line Product Manuals- product instruction manuals with updated documentation published immediately upon release.
- Knowledge Bank- natural language query search engine, providing searches through Knowledge Bases for information based on actual experiences from the resolution product issues.
- Support Case Tracking- track status of all support cases (open or closed). Cases can be tracked per user or per site.
- Immediate Agent- consult, one-on-one, real-time with Contractor Call Center Specialist. Should a time occur during the term of this AGREEMENT when either the Glendale Water Reclamation Plant or Donald C. Tillman Water Reclamation Plant no longer requires web access support, this Solutions Bank Subscription will be canceled and any remaining funds shall be reallocated as part of the general contingency fund.