

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SIEMENS INDUSTRY, INC.**

PREAMBLE

This agreement (“Amendment No. 1”) is by and between Siemens Industry, Inc., a Delaware corporation, with its principal place of business located at 7000 Siemens Road, Wendell, NC 27591 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Amendment No. 1.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Siemens Industry, Inc., dated December 7, 2017 (the “Original Agreement”); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor refurbish and test two substation transformers, and the Parties now wish to amend the Original Agreement to provide transformer assembly and commissioning.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That the following is added to Exhibit A of the Original Agreement, entitled “Scope of Services:”

Additional Serviced to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor’s proposal “Transformer Assembly and Commissioning” dated May 2, 2018.

2. AMENDMENT PROVISIONS

The attached proposal entitled “Transformer Assembly and Commissioning” is hereby added to Exhibit A of the Original Agreement.

2. AMENDMENT PROVISIONS

That Exhibit B of the Original Agreement, entitled “Fee Schedule” is hereby amended by deleting the existing Exhibit B in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred twenty five thousand three hundred sixty three dollars and seventy six cents (\$225,363.76), subject to budget appropriations.

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1.

4. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

(signatures on page 3 of 3)

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

SIEMENS INDUSTRY, INC.
a Delaware corporation

Dated: _____

By: _____

Name: JEFF PHELAN

Title: General Manager

Local Address: 7000 Siemens Road
Wendell, NC 27591

Email Address: Jeff.phelan@siemens.com

Telephone: (919) 270-2679

“CONTRACTOR”