

ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 16-008-SS  
Amendment 4

This Amendment Number 4 ("Amendment") is made on the date of execution of the Amendment by the County amends Agreement Number 16-008-SS dated July 15, 2015, ("Main Agreement") as amended made between Siemens Industry, Inc., of Maryland, ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

- Amend Advantage Services, 1.2 Arlington County and Siemens Building Breakout to add (1) additional Arlington County Facility: **Water Pollution Control Plant Bureau located at 3111 S. Fern Street, Arlington Virginia, 22202.** Equipment covered and pricing for this facility is listed in the attached quotation from Contractor dated December 4, 2017.
- Invoices for maintenance and repair work performed at this facility shall be directed to"

Christoph Czubowicz  
DES WPCB  
3111 S. Fern Street,  
Arlington Virginia, 22202

Siemens shall provide the services, terms & conditions as outlined in the Arlington County and Siemens executed contract agreement No. 16-008-SS.

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SIEMENS INDUSTRY, INC

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

Igor Scherbakov, Procurement Officer

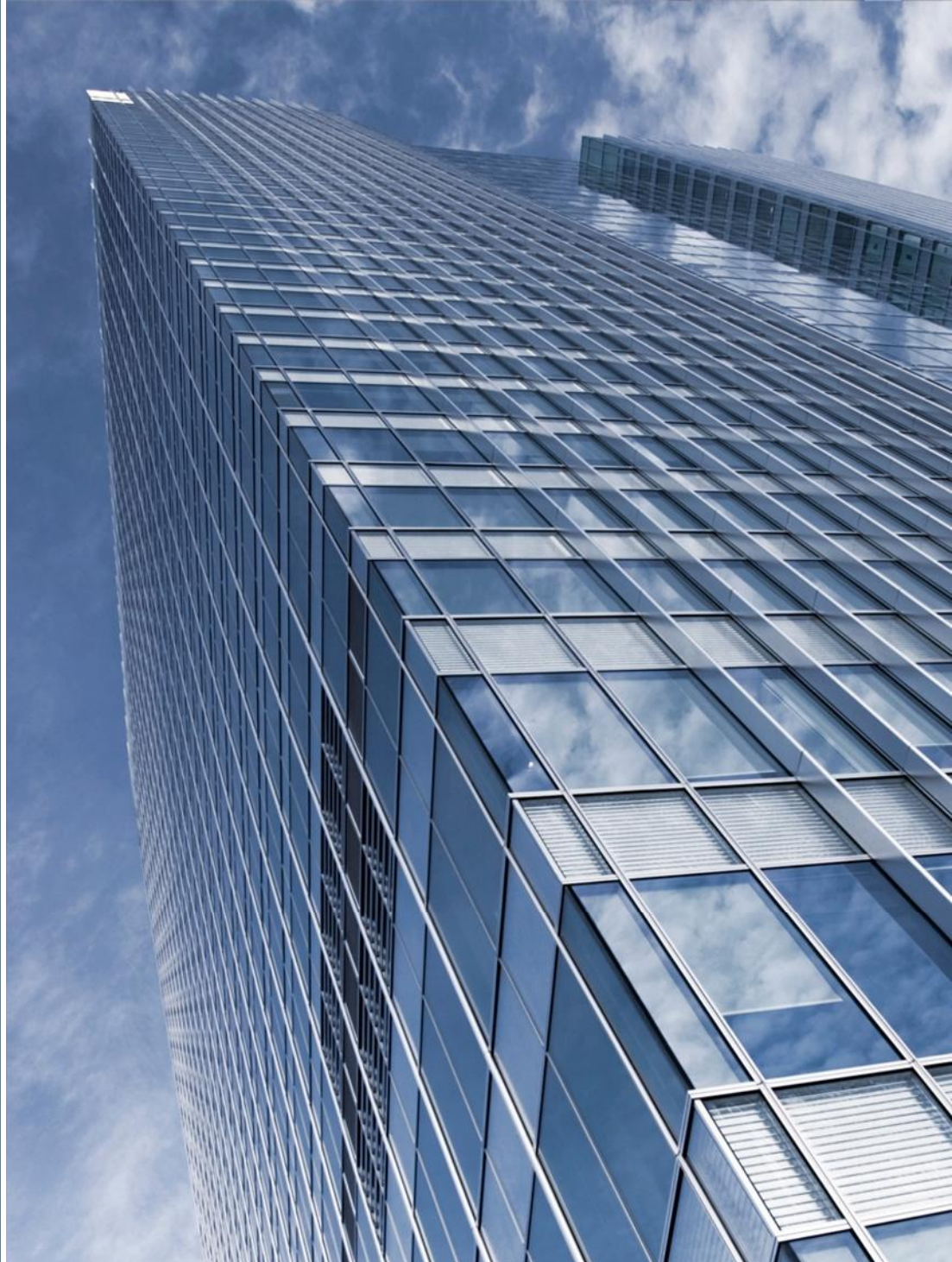
for NAME AND TITLE: MICHAEL BEVIS  
ACTING PURCHASING AGENT

DATE: January 8, 2018

NAME AND TITLE: **Voigt William**  
Digitally signed by Voigt William  
DN: cn=Voigt William, o=Siemens,  
email=will.voigt@siemens.com  
Reason: I agree to the terms defined by  
the placement of my signature on this  
document  
Date: 2017.12.27 10:08:18 -0500

DATE: **Thomas R. Barlow**  
Digitally signed by Thomas R Barlow  
DN: cn=Thomas R. Barlow, c=US,  
o=Siemens, ou=BT,  
email=thomas.barlow@siemens.com  
Date: 2017.12.28 09:53:37 -0500

AGREEMENT NO. 16-008-SS  
Amendment 4



# Siemens Advantage Services<sup>®</sup>

Agreement for Arlington County Water Pollution Control Plant Bureau

December 4, 2017



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## 1 Overview

### 1.1 Executive Summary

ACWPCB made a significant investment in the Siemens Industry, Inc APOGEE Building Automation System which is the complex technical systems critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

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### 1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the 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. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

## 2 Service Solution

### 2.1 HVAC CONTROL SERVICES – Automation

#### 2.1.1 Account Management

Quality Assurance: Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Operator Coaching & On-site Training: Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will insure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities.

Under this agreement we shall provide (4) hours of on-site training which will be conducted annually.

#### 2.1.2 Technical Support Services Included:

Emergency Online/Phone Response: 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 dial into your system, through a 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 Onsite Response: Monday through Sunday, 24 Hours per 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 critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day,

including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

**Repair & Replacement Services:** To reduce the effects of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention:

**Data Protection & Data Recovery Services:** Siemens will perform scheduled database back-ups (4 times a year) of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.

**Preventive Maintenance DDC Automation (4 Visits per year for planned visits):** We will provide preventive maintenance visits 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, is 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.

**PC Support Services:** We will provide a back-up operator workstation computer at our office. In the event of a major hardware failure, Siemens shall load the system databases and graphics on to the back-up computer and deliver and setup at the customer's site. Siemens shall then repair the hardware and return back to the customer. This service shall minimize the downtime due to a PC failure.

### 3 Service Implementation Plan

#### 3.1 Maintained Equipment Table

##### Maintenance Building & Tower

Qty	Equipment	Manufacturer	R&R Coverage See Code Key
1	Siemens BAS Software – Insight 3.15	Siemens	D
1	Operators Workstation Server Hardware	Dell	A & D
3	PXC Modular DDC Control Panels - NMB	Siemens	A & D
5	PXCC DDC Control Panels - Tower	Siemens	A & D
ALL	DDC Field and End Devices		
ALL	Space RTD temperature sensors	Siemens	A & D
ALL	C02 Sensors	Siemens	A & D
ALL	DP Transmitter Air	Setra	A & D
ALL	Flow Transmitters	Setra	A & D
ALL	DP Transmitters	Rosemont	A & D
ALL	Electronic Valves & Actuators	Siemens	A & D
ALL	Room RH Transmitter	Siemens	A & D
ALL	Air Flow Measuring Stations	Ebtron	A & D
ALL	Duct RH Transmitter	Siemens	A & D
ALL	Transducers, Relays & Current Switches	Siemens	A & D
ALL	All PLC controls systems and services		Excludes
ALL	Variable Frequency Drives & HVAC equipment		Excludes
ALL	Sensors and control devices provided and installed by another controls company or by the end user.		Excludes

Repair & Replacement Coverage Code Key:

A = Siemens Labor & Materials Included  
 B = Labor Included & Materials Not Included  
 C = Labor Not Included & Materials Included  
 D = Preventative Maintenance

## 3.2 Service Team

An important benefit of your Service Agreement derives from having the trained 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.

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:

Brian Nolen - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Direct Dial: (301) 289-9092

Service Account Engineer TBD – 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.

Pat Boone - Customer Training classes and schedules  
(301) 837-2527

24 Hour Customer Support Numbers

WEEKDAYS 8:00 AM TO 5:00 PM

(301) 837-2700 or (800) 776-0625 x2700

National Customer Support Center  
(800) 832-6569 or (224) 430-1873



## 4 Siemens Industry, Inc.

### 4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.  
6435 Virginia Manor Road  
Beltsville, MD 20705  
Brian Nolen  
(301) 289-9092

Arlington County Government  
  
Arlington, VA  
Mary Strawn

Services shall be provided at 3402 South Glebe Road Arlington County Maintenance Building & Tower. Siemens shall provide the services as outlined in the attached proposal dated 12/4/2017 and the attached terms and conditions.

Duration: This agreement shall remain in effect for a Term of 3 years beginning on January 1, 2018.

Service Coverage Investment Annually:

Year 1:	1/01/2018-12/31/2018	\$17,244 annually	Paid \$1,437 monthly
Year 2:	1/01/2019-12/31/2019	\$17,760 annually	Paid \$1,480 monthly
Year 3:	1/01/2020-12/31/2020	\$18,288 annually	Paid \$1,522 monthly

\*\*Pricing Note: one year only contracts could see a 5-7% increase year over year.

Proposal accepted by:

Proposal submitted by:  
Brian Nolen  
Account Executive  
Siemens Industry, Inc.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Area Service Manager

\_\_\_\_\_  
Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

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 CUSTOMER.

## 4.2 Terms And Conditions

**Please refer to the existing Siemens and Arlington County Agreement No. 16-008-SS terms and conditions which are fully executed by Siemens and Arlington County on 7/15/2015.**

## Article I. Billable Labor Pricing (Street Rates)

Chesapeake Area- Beltsville, MD & Chantilly, VA Offices

Please note: Rates shown are effective for the period identified.  
Rates subject to change as needed.

<b>Effective from</b>	<b>January 1, 2015</b>	<b>through</b>	<b>December 31, 2015</b>
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<b>Standard Labor Rates:</b>	<b>Straight Time</b> (M-F 8 AM to 5 PM) excl. Holidays	<b>Overtime</b> (M-F 5 PM to 8 AM, & Sat)	<b>Overtime</b> (Sun & Holidays)
<b>Automation Specialist</b>	<b>\$165.00</b>	<b>\$250.00</b>	<b>\$300.00</b>
<b>Fire Specialist</b>	<b>\$160.00</b>	<b>\$250.00</b>	<b>\$300.00</b>
<b>Security Specialist</b>	<b>\$155.00</b>	<b>\$225.00</b>	<b>\$275.00</b>
<b>Security Tech Support</b>	<b>\$180.00</b>	<b>\$260.00</b>	<b>\$320.00</b>
<b>HVAC Mechanic</b>	<b>\$165.00</b>	<b>\$250.00</b>	<b>\$300.00</b>
<b>Design/Project Engineer</b>	<b>\$180.00</b>	<b>\$300.00</b>	<b>\$300.00</b>
<b>Energy Engineer</b>	<b>\$225.00</b>	<b>\$350.00</b>	<b>\$350.00</b>
<b>Electrical Technician</b>	<b>\$165.00</b>	<b>\$250.00</b>	<b>\$300.00</b>

<b>Service Agreement Customer Labor Rates:**</b>	<b>Straight Time</b> (M-F 8 AM to 5 PM) excl. Holidays	<b>Overtime</b> (M-F 5 PM to 8 AM, & Sat)	<b>Overtime</b> (Sun & Holidays)
<b>Automation Specialist</b>	<b>\$ 140.00</b>	<b>\$225.00</b>	<b>\$250.00</b>
<b>Fire Specialist</b>	<b>\$ 135.00</b>	<b>\$225.00</b>	<b>\$250.00</b>
<b>Security Specialist</b>	<b>\$130.00</b>	<b>\$200.00</b>	<b>\$225.00</b>
<b>Security Tech Support</b>	<b>\$160.00</b>	<b>\$235.00</b>	<b>\$280.00</b>
<b>HVAC Mechanic</b>	<b>\$ 140.00</b>	<b>\$225.00</b>	<b>\$250.00</b>
<b>Design/Project Engineer</b>	<b>\$160.00</b>	<b>\$270.00</b>	<b>\$270.00</b>
<b>Energy Engineer</b>	<b>\$200.00</b>	<b>\$315.00</b>	<b>\$315.00</b>
<b>Electrical Technician</b>	<b>\$ 140.00</b>	<b>\$225.00</b>	<b>\$250.00</b>

Minimum Charge: Service involving travel to the customer site will incur a four-hour minimum labor charge. On-line diagnostic and other remote services, as well as consulting services provided by phone, will be charged with a two-hour minimum. Data base downloads are a minimum \$500 charge.

\*\*These rates are superseded by rates specified in contract documents or other correspondence.