

AGREEMENT FOR SERVICES #437-S1411

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Siemens Industry, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 170 Wood Avenue South, Iselin, NJ 08830, and whose local address is: 3650 Industrial Blvd, Suite 100, West Sacramento, CA, 95691, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide maintenance and testing of the Fire Alarm Systems at the Placerville Jail and any repairs on an "as requested" basis for the Sheriff's Office; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel, equipment and materials necessary to provide maintenance and testing of the Fire Alarm System at the Placerville Jail in accordance with Exhibit A, marked "Advantage Services", incorporated herein and made by reference a part hereof.

For any "as needed" repairs the Contractor shall commence work and purchase repair/replacement parts under the terms of this Agreement only with prior approval from designated Sheriff's Office staff and/or the Facilities designated maintenance representative.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 1, 2014 through March 31, 2019.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor annually in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be \$8,432 annually for the annual testing for all covered fire systems and sensitivity testing on all smoke detectors in accordance with page 8 of Exhibit A, marked "Advantage Services", incorporated herein and made by reference a part hereof. The billing rate for "as needed" repairs shall be in accordance with page 9 of Exhibit A, marked "Advantage Services", incorporated herein and made by reference a part hereof.

All invoices are to reference Agreement #413-S1110 and sent to:

El Dorado County Sheriff's Office
Attention: Accounting Department
300 Fair Lane
Placerville, CA 95667

Total amount of this Agreement for services and "as needed" repairs shall not exceed \$57,000.00 for the five (5) year period.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

License: Contractor warrants and represents that he/she is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Contractor shall maintain said license in good standing throughout the term of this Agreement.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective

upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in

whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTENTION: JON DEVILLE

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

SIEMENS INDUSTRY, INC.
3650 INDUSTRIAL BLVD, SUITE 100
WEST SACRAMENTO, CA 9569108830
ATTENTION: CARL ROSENBLUM

or to such other location as the Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment

in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a

period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or

responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XX

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without

possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jon DeVille, Chief Fiscal Officer, Sheriff's Office or successor.

ARTICLE XXIV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Jon DeVille
Jon DeVille, Chief Fiscal Officer
Sheriff's Office

Dated: 3-20-14

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: John D'Agostini
John D'Agostini, Sheriff

Dated: 3/20/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/29/14

By: 
Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/29/14

-- CONTRACTOR --

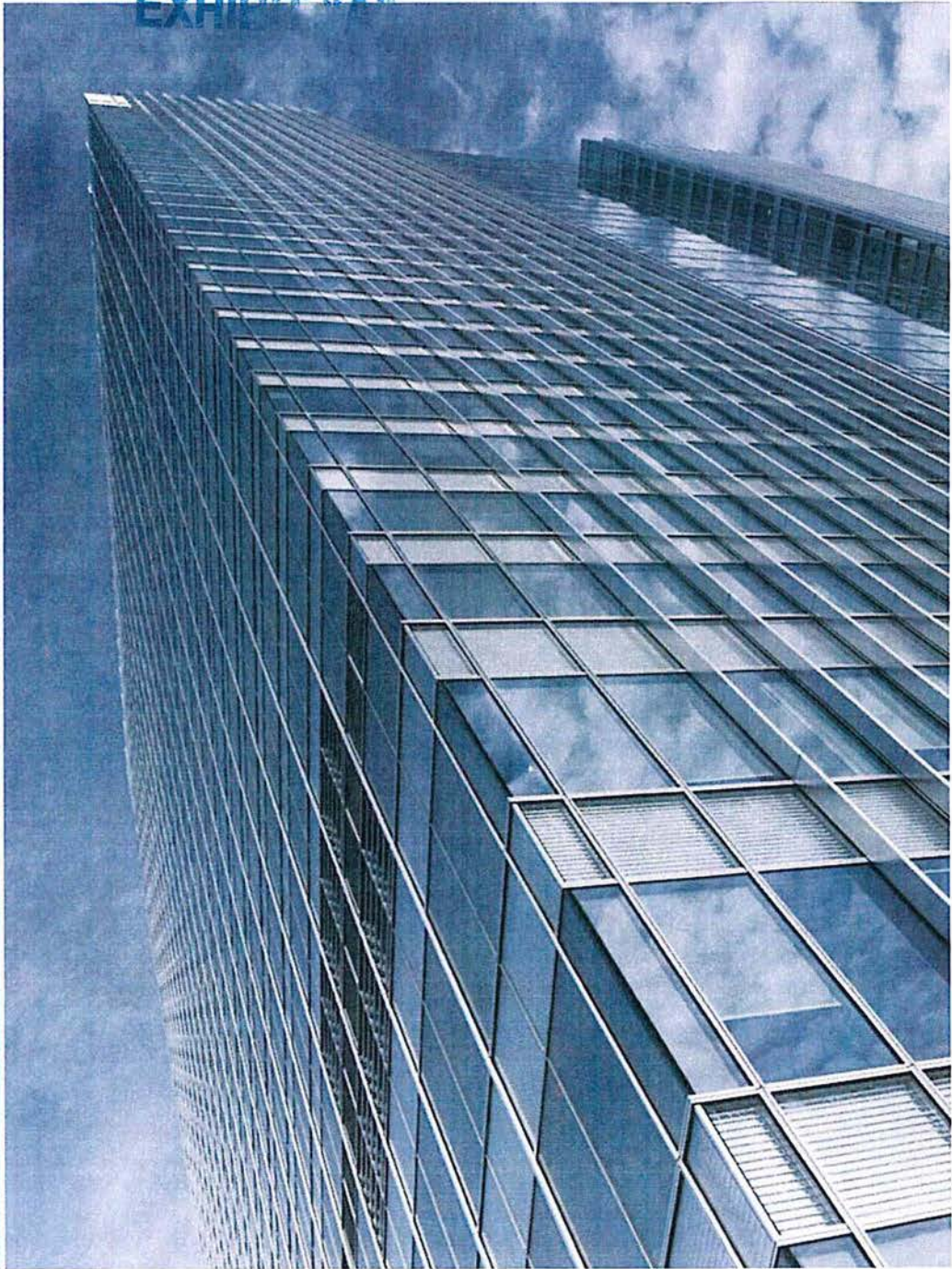
SIEMENS INDUSTRY, INC.
A DELAWARE CORPORATION

By: 
CARL ROSENBLUM
SALES SERVICE MANAGER
"Contractor"

Dated: 3-26-14

By: 
Corporate Secretary

Dated: 3/26/14



Advantage Services[®]

Agreement for El Dorado County Sheriff's Office

February 7, 2014

SIEMENS



Advantage Services

Agreement for El Dorado County Sheriff's Office

February 7, 2014

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are 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.

1.2 Customer Objectives

Inspections will meet the following NFPA Standards:

NFPA 72: National Fire Alarm codes. Annual fire alarm inspections will be performed. Siemens will exercise the waterflows and tampers semi-annually.

1.3 Current Situation

Expiring Agreement was a Three (3) year agreement and was billed quarterly.

Testing and inspection of the printer is not included in the expiring agreement.

New contract will be a Five (5) year agreement and will be billed annually in advance.

Printer has been added to the scope of work.

1.4 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 FIRE ALARM & LIFE SAFETY SERVICES

2.1.1 Technical Support Services

Fire Life Safety System Testing and/or Inspection

We will perform testing and/or inspection of the covered fire life systems identified in this agreement by certified specialists using testing protocols specified by NFPA that are required for your facility and according to the listed frequency periods. Necessary documentation detailing the results of the testing and inspection, including a list of deficiencies that are evident of being a potential fire and life safety compliance issue will be provided upon completion of the test.

In addition, the customer and Siemens understand the codes are periodically reviewed and possibly modified by local, state and national jurisdictions. If at any time the code changes which will affect the performance of the scope of work within this agreement, Siemens holds the right to negotiate with the customer in order to be duly compensated for the additional work required.

The specific equipment and components of each life safety system listed above that is included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

2.1.2 User Defined Services

Clean Smoke Detectors Annually

Lift for Smoke Detectors (one day)

Remove (76) Smoke Detector Guards when cleaning

3 Service Implementation Plan

3.1 Maintained Equipment Table

SIEMENS

Siemens Building Technologies Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Field Peripherals	Field Peripherals	Waterflow Switch Monitor Module	7			
Services (Times per year): Test and Inspection (2)						

Field Peripherals	Field Peripherals	Tamper Switch Monitor Module	11			
Services (Times per year): Test and Inspection (2)						

Control & Annunciation	Control & Annunciation	Digital Dialer	1			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Strobe	10			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Speakers or Horns with Strobes	10			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Addressable Pull Station	6			
Services (Times per year): Test and Inspection (1)						

Advantage Services

Control & Annunciation	Control & Annunciation	Remote Control/Annunciator Panel	1		
Services (Times per year): Test and Inspection (1)					

Detectors	Detectors	Addressable Smoke Detector	258		
Services (Times per year): Test and Inspection (1)					

Detectors	Detectors	Addressable Heat Detector	13		
Services (Times per year): Test and Inspection (1)					

Detectors	Detectors	Conventional Duct Smoke Detectors	10		
Services (Times per year): Test and Inspection (1)					

Control & Annunciation	Control & Annunciation	Siemens MXL Alarm Panel	1		
Services (Times per year): Test and Inspection (1)					

Printer	Printer	Printer	1		
Services (Times per year): Test and Inspection (1)					

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:

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

Riley Kim - Service Account Engineer 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.

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

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

Neil Santiago - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
3650 Industrial Blvd, Suite 100
West Sacramento, CA 95691
Lisa Tonis
(916) 553-4444

El Dorado County Sheriff's Office
300 Forni Road
Placerville, CA 95667
Jon DeVille
530/621-5691

Services shall be provided at 300 Forni Road, Placerville, CA 95667.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 02/7/2014 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 5 Years beginning 04/01/2014 and from year to year thereafter.

Investments:

Year 1	04/01/2014 to 03/31/2015	\$8,432 annually	paid \$8,432 annually in advance
Year 2	04/01/2015 to 03/31/2016	\$8,432 annually	paid \$8,432 annually in advance
Year 3	04/01/2016 to 03/31/2017	\$8,432 annually	paid \$8,432 annually in advance
Year 4	04/01/2017 to 03/31/2018	\$8,432 annually	paid \$8,432 annually in advance
Year 5	04/01/2018 to 03/31/2019	\$8,432 annually	paid \$8,432 annually in advance

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:
Jon DeVille
Chief Fiscal Officer
El Dorado County Sheriff's Office

Jon DeVille 4/10/14
Signature Date

Proposal submitted by:
Lisa Tonis
Service Sales - Fire Safety
Siemens Industry, Inc.

Lisa Tonis 3/20/14
Signature Date

P.O.# _____

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.
- Or
- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Signing Manager Name

Signing Manager Title

[Signature] 3-20-14
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.

Appendix A. 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 October 1, 2013 through October 1, 2014

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	Sundays & Holidays
Automation Specialist	\$190.00	\$240.00	\$290.00
Fire Safety Specialist	\$156.00	\$206.00	\$256.00
Security Specialist	\$156.00	\$206.00	\$256.00
Mechanic	\$198.00 (plus \$50.00 truck charge)	\$248.00 (plus \$50.00 truck charge)	\$298.00 (plus \$50.00 truck charge)

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer 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	Sundays & Holidays
Automation Specialist	\$156.00	\$206.00	\$256.00
Fire Safety Specialist	\$125.00	\$175.00	\$225.00
Security Specialist	\$125.00	\$175.00	\$225.00
Mechanic	\$158.00 (plus \$50.00 truck charge)	\$208.00 (plus \$50.00 truck charge)	\$258.00 (plus \$50.00 truck charge)

Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge.

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