



August 1, 2022

Gary Wansley- Maintenance Manager
Culver City
4343 Duguesne Ave Culver City, CA 90232
Ph: (310) 253-64444
gary.wansley@culvercity.org

Ref: Renewal of **FIRE** Service Agreement: 2600025319, 2600032359, 2600033150, 2600097126

Our records indicate that the **FIRE** service agreement between **Siemens Industry Inc (“Siemens”)**. - *Building Technologies Division* and **City of Culver City** expires on **8/31/22**. We will renew our contract with your authorization. The renewal dates and amounts are indicated below.

The intent of this letter is to inform you that **Siemens Industry Inc. - Building Technologies Division** will renew this contract based on our long time partnership with your facility and our original agreement dated September 1, 2017 (the “Agreement”), provided that Siemens hereby agrees to comply and be bound by the provisions set forth on Exhibit A, attached. This Renewal will commence with the same terms and conditions and the same scope of work.

Contract Period & Amount (the “Term”):
9/01/2022- 8/31/2023: \$9,910.00 Totals (\$9,910.00 Billed Annually in advance)
Police Station- 2600097126

9/01/2022- 8/31/2023: \$10,502.00 Totals (\$10,502.00 Billed Annually in advance)
Transportation Center- 2600033150

9/01/2022- 8/31/2023: \$12,380.00 Totals (\$12,380.00 Billed Annually in advance)
City Hall- 2600032359

9/01/2022- 8/31/2023: \$10,079.00 Totals (\$10,079.00 Billed Annually in advance)
Senior Center- 2600025319

Please feel free to call me at 657-465-1307 if you have any questions or concerns.

Thank you.

Jose Rivas

Siemens Industry, Inc.
Fire, Life Safety Consultant
Cell: 657-465-1307, Fax: 714-826-3945
Email: Jose.rivas@siemens.com

Upon review and acceptance, please complete the below “ACKNOWLEDGEMENT” section and fax this Form to my attention **Fax (714) 826-3945** or scan to email **Jose.Rivas@siemens.com**

Customer Representative

Accepted By: _____

Name: _____

Title: _____



Exhibit A

1. Insurance. Siemens shall, at its own cost and expense, obtain and maintain and cause any subcontracted party to obtain and maintain, throughout the Term the following Insurance:

a) Commercial General Liability with minimum limits of \$5,000,000 per occurrence (combined single limit for Bodily Injury and Property Damage). Coverage shall be provided on a "per location" basis, provide coverage for claims worldwide and include Broad Form Contractual Liability and Products and Completed Operations. Coverage limits of \$5,000,000 may be satisfied by a combination of Commercial General Liability and Umbrella/Excess Liability policies.

b) Auto Liability, as applicable, with minimum limits of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage. Coverage limits may be satisfied by a combination of Auto Liability and Umbrella/Excess Liability policies.

c) Worker's Compensation with Statutory Limits for the jurisdiction within which work is performed. Employer Liability with minimum limits of \$1,000,000.

d) "All Risk" Property Insurance to the extent Siemens maintains property at the Hotel, covering the property, against damage for all risk perils in coverage amounts equal to full replacement value.

e) In the event that Siemens or any subcontractor, has or obtains insurance coverage in amounts in excess of those listed above, such additional insurance coverage shall also inure to the benefit of Hotel and all additional insureds.

All above policies shall be issued by insurance company or companies which are licensed to do business in the state in which the Hotel is located and have a minimum A.M. Best & Co. rating of "A", "X" and as reasonably acceptable to Hotel. All such insurance shall be issued on a primary and non-contributory basis, contain a waiver of subrogation in favor of the additional insureds and not be cancelable, terminable or subject to material change without thirty (30) days' prior written notice to the Hotel. All such insurance, with the exception of worker's compensation, shall name the Hotel and its parents, subsidiaries and affiliates as additional insureds. A certificate of insurance, in form and substance satisfactory to the Hotel and evidencing the required coverages, shall be provided to the Hotel prior to the commencement of services and renewal certificates shall be provided prior to each subsequent policy renewal date.

2. Indemnity. Siemens agrees to indemnify, defend and hold the Hotel, its affiliates, and each of their respective directors, officers, employees, agents and assigns, harmless, at its own cost and expense, from and against any and all liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys' fees and costs, judgments and any amounts paid in any settlement incurred as a result of or in connection with any third party claim or action arising out of or relating to this Agreement.

3. Conflict. In the event of any conflict between the terms of the Agreement and the terms of Exhibit A, the terms of Exhibit A shall control.

Siemens Industry, Inc.

By: Jose A Rivas

Name: Jose A Rivas

Title: Senior F&S Representative