

Amendment No. 2 to City of Coppell, TX Performance Contract

THIS AMENDMENT No. 2 ("Amendment") is made this _____ day of _____, 2019, by and between Siemens Industry, Inc., through its Smart Infrastructure Division ("SIEMENS" or "Contractor"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the City of Coppell Performance Contracting Agreement dated June 15, 2018 [SIEMENS Job No. 44OP-229904 between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

Description: Changes to Scope of work to install an additional 95 new meters

CLIENT: City of Coppell, TX
255 Parkway Blvd.
Coppell, TX 75019-9478

DESIGNATED REPRESENTATIVE:
Mike Land, City Manager
Phone: 972-304-3618

SIEMENS: Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove IL 60089

Local office at:
8850 Fallbrook Dr
Houston, TX 77064

DESIGNATED REPRESENTATIVE:
Robert McMillin Ph.D, Zone Sales Manager
Phone: 281-949-3000, Fax: 281-949-3100

1. The Agreement and any amendments thereto are incorporated by reference into this Amendment and made a part hereof. Defined terms set forth in the Agreement shall have the same meaning in this Amendment No. 1.

2. The Parties agree to modify the Agreement as follows: **Exhibit A, Article 1.2.1 Water Meter & Electric Replacement and AMI System: Changes to Table 1.1 as follows:**

Add the quantities below to Table 1.1 of Exhibit A

| Qty | Size | Type | Description |
|-----|-------------|--|--|
| 58 | 5/8" X 3/4" | Sensus iPerl Meter and 520M Smartpoint | Fixed Base Water Meter and Transmitter Replacement |
| 14 | 1" | Sensus iPerl Meter and 520M Smartpoint | Fixed Base Water Meter and Transmitter Replacement |
| 13 | 1.5" | Sensus R2 Omni Meter and 520M Smartpoint | Fixed Base Water Meter and Transmitter Replacement |
| 19 | 2" | Sensus R2 Omni Meter and 520M Smartpoint | Fixed Base Water Meter and Transmitter Replacement |
| 11 | 8" | Sensus F2 Omni Meter and 520M Smartpoint | Fixed Base Water Meter and Transmitter Replacement |
| 95 | Total | | |

3. Change to Contract Amount:

Original Contract Amount: \$6,390,000.00

AMENDMENT #1 Amount: \$ 140,643.69

The Contract Amount due to this AMENDMENT #2 will be INCREASED by: **\$ 61,899.57**

The new Contract Amount including AMENDMENT #2 will be: \$6,592,543.26

4. No Amendment to Performance Assurance: Both Siemens and Client acknowledge and agree that the changes set forth in this Amendment shall not alter the terms of the existing Performance Assurance as defined in Exhibit C of the original Performance Contract.

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

City of Coppel, TX

Signature: _____
Printed Name: _____
Title: _____

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____

