AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT WITH WESTNET, INC.

This Amendment Number One ("Amendment") is made and entered into this 7th day of August, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WESTNET, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on September 8, 2017 for the purchase and installation of Contractor's First-In Fire Station Alerting System (the "System") at the City's then-existing fire stations (the "Agreement"); and

WHEREAS, City and Contractor now desire to amend the Scope of Services to include additional services relating to the purchase and installation of the System at City's new Fire Station 1 as set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Contractor's maximum compensation accordingly to Four Hundred Sixty-Three Thousand Thirty-Four Dollars and Ninety-Seven Cents (\$463,034.97).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
- 2. Section 2.1 of the Agreement shall be amended to reflect that Contractor's total compensation shall not exceed Four Hundred Sixty-Three Thousand Thirty-Four Dollars and Ninety-Seven Cents (\$463,034.97). Contractor shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
- 3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
- 4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA		8/22/18
City Manager	Date:	0/23/18
CONTRACTOR		28/12/12
Signature	Date: _	08/13/13
Dawn Mattery CFO Name and Title		
ATTEST:	COSTH MESON	
Brenda Green 8-22-18 City Clerk	TO PORGIEO ST	
APPROVED AS TO FORM:		
City Attorney	Date: _	9(10/19
APPROVED AS TO INSURANCE:	Date: _	8/15/18
Risk Management		
APPROVED AS TO CONTENT:		
Project Manager	Date:	8/9/18
a roject manager		

DEPARTMENTAL APPROVAL

Date: 8/9/18

APPROVED AS TO PURCHASING:

Finance Director

Date: 8 118

EXHIBIT A ADDITIONAL SERVICES



15542 Chemical Lane Huntington Beach, CA 92649 Phone: 714-548-3500 Fax: 714-901-5610 www.FirstInAlerting.com



Quote: Costa Mesa Fire Station #1 First-In Alerting System

To: Costa Mesa Fire Department

Costa Mesa Fire Department

77 Fair Drive

Costa Mesa, CA 92626

From: Zulema Perez

Summary

 Total Amount:
 \$93,537.19
 Quote ID:
 Q-04510-T0X0

 Shipping Method:
 Ground
 Date:
 6/26/2018

 Payment Terms:
 Net 30
 Effective To:
 8/31/2018

Description: This is a quote for the First-In Alerting System including installation and one year of on-site maintenance. This quote is based

upon installation occurring in one (1) trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible to have the network equipment and power within six (6) feet of the

Master Control Unit and radio location. Quote does not include conduit of more than 20 feet, if required.

The customer will need to provide an installed fire station radio with outside antenna, proper grounding and lightning arrester.

Customer to provide VPN access to Westnet for remote adjustments and support.

Payment terms are net 30 with payment milestones.

Clarifying Comments: Quote includes prevailing wages rate.

The pricing in this quote is pursuant to GSA Schedule 84 GS-07F-0288X. Items not on GSA Schedule are bold.

Quote was revised 6/19/18 to remove the following items:

- 1 Outside Speaker Audio Module (includes one speaker)
- 1 Smart Speaker Switch
- 1 High Power Paging Audio Module (includes one speaker)
- 1 Power Module w/ Hub & Spoke Controller, UPS & Dual Power supply

Shipping Information

Ship To: Bill To:

Details

Product ID	Product	QTY	Price	Sub Total
DL-STROBE-BB	Dorm Light/Strobe Light Back Box - Kit	3.00	\$34.50	≯ \$₹\$5.50
F17/1-34/7X 1/10/7	First In 1905 Audinary Module Litte	1.00	\$635.00	\$635.00
SDRSI	Doorbell Button	1.00	\$225.00	\$225.00
SDRM38V-FM	Dorm Remote -Flush Moun: Kit also required	11.00	\$898.25	¢a,eea.75
いりかるまだけっそうか	Dorm Remote Flush Mount Hoffman, Kir.	11.00	\$218.25	\$2,400.75
SHPA150-D	High Power Paging Audio Module (includes two speakers)	2.00	\$2,175.49	\$4,350.98
SPC29-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	1.00	\$3,194.38	\$3,194.38

6/14/2018 11:09 AM Prepared by : Zulema Perez Page 1 of 1

SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1.00	\$3,194.38	\$3,194.38
SS-AST-LF	Alerting Strobe Light Fixture	3.00	\$225.00	\$675.00
SSAT	Satellight (driven off Satellight Controller)	18.00	\$295.00	\$5,310.00
SSATKIT-TBD	Satellight Mounting Kit - TBD	26.00	\$48.00	\$1,248.00
SSAT-M	Satellight Controller	8.00	\$599.98	\$4,799.84
SS-CI5C-M	Company Indicator (Apparatus Bay)	2.00	\$825.00	\$1,650.00
SSETS	Emergency Button	1.00	\$225.00	\$225.00
SSPK-SW-M	Smart Station Speaker Switch-Main	1.00	\$225.00	\$225.00
SS-SAIU-10	Appliance and Systems Interface Unit (Comes with 1 Reset Button)	1.00	\$1,925.00	\$1,925.00
SS-SLA-4L	Alerting Strobe Light Adaptor	1.00	\$95.00	\$95.00
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
SS-TTMR-M	Turnout Timer (Medium)	2.00	\$825.00	\$1,650.00
SVC-LIFT-FEE	Lift Service Fee	1.00	\$995.00	\$995.00

NOTES:

- 1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
- 2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
- Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Total Amount	\$93,537.19
Monthly Rental Fee (two (2) Satellight Controllers & four (4) Satellights) (including tax at 7.7500000000 %)	\$333.37
Project Coordination (\$159.60 x 11 Hours)	\$1,755.60
On Site Warranty	\$4,500.00
One Year Toll Free Technical Support	\$0.00
Station Equipment Install (\$156.25 x 231 Hours)	\$36,093.75
Total Tax (7.7500000000 %)	\$3,657.75
Install Supplies	\$3,654.02
Equipment Total w/ 1% Discount	\$43,542.70
Quote Discount (%)	1.00%
Equipment Total	\$43,982.53

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.

6/14/2018 11:09 AM Prepared by : Zulema Perez Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stockdale Ins (Fresno) LICENSE #0C26131 PO Box 5537	CONTACT Kristin Clabaugh PHONE (AIC, No, Ext): 661-843-1546 E-Mall ADDRESS: Kristinc@stockdaleinsuranc	NAME: Kristin Clabaugh				
Fresno, CA 93755 Hadley Littlewood	PRODUCER CUSTOMER ID #: WESTN-1	PRODUCER CUSTOMER ID #: WESTN-1				
	INSURER(S) AFFORDING COVER	AGE NAIC #				
NSURED Westnet, Inc.	INSURER A: AIX Specialty Insurance Co	12833				
Richard K. Matheny	INSURER B : National Union Fire Insuran	ice 19445				
15542 Chemical Lane	INSURER C : Progressive	11770				
Huntington Beach, CA 92	INSURER D : Granite State Insurance	23809				
	INSURER E : Hudson Insurance Compan	y 25054				
	INCLIDED E . Travelers	19046				

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
	_	NERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A	X	COMMERCIAL GENERAL LIABILITY	Υ	Υ	LIK A876342 02	03/15/2018	03/15/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
		CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
	X	Indep Contractors						PERSONAL & ADV INJURY	\$	1,000,000
	X	Contractual						GENERAL AGGREGATE	\$	2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
		POLICY X PRO-							\$	
_	AUT	TOMOBILE LIABILITY			06343479-6	03/20/2018	03/20/2019	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
С		ANY AUTO				03/20/2018		BODILY INJURY (Per person)	\$	
_		ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
C C	X	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
С	X	NON-OWNED AUTOS							\$	
C	X	DMV - CA- MCS-90			06343479-6	03/20/2018	03/20/2019		\$	
	X	UMBRELLA LIAB X OCCUR			EBU019230157	03/15/2018	03/15/2019	EACH OCCURRENCE	\$	2,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	2,000,000
В		DEDUCTIBLE						Following	\$	
		RETENTION \$						Form	\$	
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS ER		
D	ANY	PROPRIETOR/PARTNER/EXECUTIVE	NI / A	V	065257102 CALIFORNIA	04/01/2018	04/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
D	(Ma	ndatory in NH)	N/A	Y	065257101 AOS	04/01/2018	04/01/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If ye	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	Pro	fessional E&O			EMT 12165 7	08/08/2018	08/08/2019	Errors/Om		2,000,000
F	Ligi	ht Truck Auto			BA-1C324039	07/30/2018	07/30/2019	Liaiblity		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Costa Mesa and its elected and appointed boards, officvers,
agents, and employees are named as additional insured as required by written
contract per the attached blanket policy endorsements. This insurance is
primary and non-contributory. A Waiver of Subrogation applies to GL and
Workers Comp. 30 notice of cancellation, 10 day notice for non-payment

CERT	IFICA	TE HOL	DER

CANCELLATION

CITYCOS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Attn: Jennifer McCoy jennifer.mccoy@costamesaca.gov

77 Fair Drive

Costa Mesa, CA 92626

City of Costa Mesa

AUTHORIZED REPRESENTATIVE

Monald Anglesse

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

When required by written contract or agreement, the insurance provided by endorsement *See Below is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location. Then we will share that other insurance by the method described in SECTION IV – CONDITIONS, Paragraph 4. Other Insurance subparagraph c. Method Sharing.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

CG2033, CG2037 & CG2404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: L1K A876342 02

Name Of Person Or Organization

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

	Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
	executed prior to the occurrence of any loss.
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1	Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Page 1 of 1

COMMERCIAL AUTOMOBILE LIABILITY

Named Insured: Westnet, Inc. Policy Number: BA-1C324039-18-SEL

This Endorsement changes the policy, Please read carefully.

ADDITIONAL INSURED, OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: City of Costa Mesa

IF NO ENTERY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT WILL BE SHOWN IN THE DECLARATION AS APPLICABLE TO THIS ENDORSEMENT.)

WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE. BUT ONLY WITH RESPECTS TO LIABILITY ARISING OUT OF THE USE OF AUTOMOBILES IN CONNECTION WITH WORK PERFORMED FOR THAT INSURED BY OR FOR YOU.

COVERAGE IS PRIMARY AND NO CONTRIBUTION WILL BE SOUGHT FROM THE ADDITIONAL ISNURED.

30 DAYS WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL ALTERATION WILL BE GIVEN TO THE ADDITIONAL INSURED WITH THE EXCEPTION OF CANCELLATION FOR NON-PAYMENT OF PREMIUMS.

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