

**AMENDMENT NO. 1
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 1 (“Amendment #1”) shall be made effective as of the last date set forth adjacent to the signatures of the parties below, between **YAMHILL COUNTY**, Oregon, a political subdivision of the State of Oregon (“COUNTY”), acting by and through its Yamhill County Sheriff’s Office (“YCSO”) and **SIEMENS INDUSTRY, INC.**, a Delaware corporation operating locally at 15201 NW Greenbrier Parkway, Suite A-4, Beaverton, OR 97006, (“CONTRACTOR”), whose Federal Employer Identification No. is #J32762488.

RECITALS

1. COUNTY and CONTRACTOR are parties to that certain agreement dated December 19, 2019 (the “Underlying Agreement”), pursuant to which CONTRACTOR is performing a PLC/VMS system upgrade and installation as further described in the Underlying Agreement. The Underlying Agreement is memorialized in Yamhill County records as Board Order 19-504.
2. COUNTY and CONTRACTOR now desires to modify the Underlying Agreement upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 of the Underlying Agreement is hereby amended to increase the total not to exceed amount by \$50,159.00, to cover the Additional Work (as defined below). Except as amended herein the balance of Section 2 remains unchanged.
2. Section 3 of the Underlying Agreement is hereby amended to include the following new subsection “c.”, which reads as follows:

“c. **Additional Work.** The CONTRACTOR agrees to perform, to the satisfaction of COUNTY and YCSO, and subject to the obligations and warranty provisions of the Underlying Agreement, the additional work described in Proposal #44op-274574 CO-01, dated April 10, 2020 (“Proposal #1) and Proposal #44op-274574, dated May 1, 2020 (Proposal #2) (collectively referred to herein as the “Additional Work”), both of which are attached to this Amendment #1 as Exhibit A, which is incorporated herein by this reference. All Additional Work is considered part of the Work as defined and described in the Underlying Agreement.”

Except as amended herein the balance of Section 3 remains unchanged.

3. COUNTY and CONTRACTOR acknowledge and agree that the “Terms & Conditions Link(s)” and “Attachment A” riders respectively, located on page 10 of CONTRACTOR’s Proposal #1 and Proposal #2 (the “Links and Riders”) are not applicable to the Underlying Agreement or this Amendment #1 and in the event of any disagreement between any language in the Links and Riders and the Underlying Agreement or this Amendment #1, the terms and conditions of the Underlying Agreement and this Amendment #1 shall take precedence.
4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants, and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect and constitute valid and binding obligations of COUNTY and CONTRACTOR enforceable according to the terms thereof.
5. **Authority.** COUNTY and CONTRACTOR and each of the persons executing this Amendment #1 on behalf of COUNTY and CONTRACTOR hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
6. **Binding Effect.** All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.
7. **Counterparts.** This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

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8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

SIEMENS INDUSTRY, INC.

YAMHILL COUNTY, OREGON

By: DocuSigned by:
Akshay Grover
B2FC0D62DA574F7
(signature)
Date: 5/18/2020

Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 5/28/2020

Akshay Grover
(printed name)

Branch General Manager
(title)

Tim Svenson
TIM SVENSON, Yamhill County Sheriff
Date: 05/19/2020

Tax ID No: 13-2762488

FORM APPROVED BY:
Chris Boenish
CHRISTIAN BOENISH
County Counsel
Date: 5/29/20

Accepted by Yamhill County
Board of Commissioners on
5/28/2020 by Board Order
20-162

Exhibit A

(see attached)

B.D. 20-162
Exhibit "A"



PROPOSAL

440p-274574 CO-01

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

Yamhill County Jail

DELIVERED ON

April 10, 2020





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Contact Information

Proposal #:	4752087
Date:	April 10, 2020

Sales Executive:	Chad Stewart
Branch Address:	15201 NW Greenbrier Parkway Suite A4 Oregon, 97006
Telephone:	503-268-9067
Email Address:	chad.stewart@siemens.com

Customer Contact:	Yamhill County Jail
Customer:	Yamhill County Jail
Address:	
Services shall be provided at:	



Scope of Work

A total of (9) cameras were added to the base scope of work of (109) cameras. Re-evaluation of actual existing camera quantity (113) and a walk of the building with Sgt. Ruby changed the camera quantity to (118) Sgt. Ruby and I thoroughly evaluated the planned camera count and the camera placement. Sgt. Ruby determined that the cameras that were currently planned was not sufficient to capture all critical activity in the building. (5) additional cameras were placed throughout the building. Actual existing cameras of (112) plus (5) additional cameras brings the total number of cameras to (118) cameras.

SIEMENS

Ingenuity for life

Exclusions

1. Cutting, painting and patching.
2. 120 VAC connections and supply to be done by others as required.
3. Performance or Payment bonds.
4. Costs associated with schedule acceleration.



Clarifications

1. Siemens will furnish material cut sheets for submittal, for Siemens provided materials.
2. Siemens will furnish system shop drawings for areas and schematics affected by new equipment.
3. Pricing includes project management for the duration of the tentative project schedule.
4. Pricing includes one (1) year warranty on materials only.
5. Materials pricing is for the extent of the tentative project schedule.
6. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm).
7. Pricing includes standard ground shipping.



Travel

Travel	Per Diem	Mileage	Lodging	Parking	Tolls	Totals
Project Manager	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specialist	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mechanic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electrician	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Pricing Breakout

Jail	Sell Price
Equipment	\$17,201.00
Miscellaneous Materials	\$774.00
Project Management Labor	\$3,379.00
Engineering Labor	\$1,392.00
Specialist Labor	\$5,564.00
Electrical Wiring (Farnham)	\$13,071.00
Total	\$41,381.00

8 added cameras

Qty	ID	Description	Unit Sell	Ext Sell
9	A7F30070707	Ocularis Enterprise Camera License	\$258.00	\$2,324.00
9	A7F30086997	AXIS T94T01D PENDENT KIT FOR AXIS P3214-LV AND P3215-VE FOR 1.5 NPT OR NPS TRHEAD MOUNT	\$60.00	\$543.00
9	A7F30100825	Axis P3717-PLE 8MP 360 Camera	\$1,593.00	\$14,335.00



Pricing Summary

Pricing Summary	Sell Price
Equipment	\$17,201.00
Miscellaneous Materials	\$774.00
Project Management Labor	\$3,379.00
Engineering Labor	\$1,392.00
Specialist Labor	\$5,564.00
Electrical Wiring (Farnham)	\$13,071.00
Travel	\$0.00
Total Quote Price	\$41,381.00



Terms & Conditions Link(s)

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(www.siemens.com/download?A6V10946842)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)

[SI Mass Notification Rider](#)

(www.siemens.com/download?A6V10946167)

[SI Monitoring Rider](#)

(www.siemens.com/download?A6V10946171)

[SI Online Backup and Data Protection](#)

(www.siemens.com/download?A6V10946174)

[SI Software License Warranty](#)

(www.siemens.com/download?A6V10946180)

[SI Consulting Rider](#)

(www.siemens.com/download?A6V10946838)

SIEMENS

Ingenuity for life

PROPOSAL

440p-274574

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

Yamhill County Jail

DELIVERED ON

May 01, 2020





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Contact Information

Proposal #:	4810528
Date:	May 01, 2020

Sales Executive:	Chad Stewart
Branch Address:	15201 NW Greenbrier Parkway Suite A4 Oregon, 97006
Telephone:	503-268-9067
Email Address:	chad.stewart@siemens.com

Customer Contact:	Capt. Richard Geist
Customer:	Yamhill County Jail
Address:	
Services shall be provided at:	



Scope of Work

Provide, install, and program (2) additional cameras. One camera will be located at the Evans St end of the building at the exit door near Juvenile Detention. The other camera will be located in the inmate questioning room located at the west end of the building between the generator room and the Sergeant's office. See attached floor plan.



Exclusions

1.
 1. Cutting, painting and patching.
 2. 120 VAC connections and supply to be done by others as required.
 3. Performance or Payment bonds.



Clarifications

1.
 1. Siemens will furnish material cut sheets for submittal, for Siemens provided materials.
 2. Siemens will furnish system shop drawings for areas and schematics affected by new equipment.
 3. Pricing includes project management for the duration of the tentative project schedule.
 4. Pricing includes one (1) year warranty on materials only.
 5. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm).
 6. Pricing includes standard ground shipping.



Travel

Travel	Per Diem	Mileage	Lodging	Parking	Tolls	Totals
Project Manager	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specialist	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mechanic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electrician	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Pricing Breakout

Top Level Costs	Sell Price
Miscellaneous Materials	\$333.00
Total	\$333.00

Area 1	Sell Price
Equipment	\$1,989.00
Miscellaneous Materials	\$90.00
Project Management Labor	\$751.00
Engineering Labor	\$1,107.00
Specialist Labor	\$1,236.00
Electrical Wiring	\$3,272.00
Total	\$8,445.00

Two Cams

Qty	ID	Description	Unit Sell	Ext Sell
2	A7F30070707	ONSSI CAMERA LICENSE	\$273.00	\$545.00
2	A7F30091018	AXIS M3206	\$722.00	\$1,444.00



Pricing Summary

Pricing Summary	Sell Price
Equipment	\$1,989.00
Miscellaneous Materials	\$423.00
Project Management Labor	\$751.00
Engineering Labor	\$1,107.00
Specialist Labor	\$1,236.00
Electrical Wiring	\$3,272.00
Travel	\$0.00
Total Quote Price	\$8,778.00



Terms & Conditions Link(s)

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B.D. 20-162
Exhibit "A"