

**AMENDMENT NO. 2
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 2 (“Amendment #2”) 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 are parties to an Amendment (“Amendment #1”) to the Underlying Agreement, memorialized in Yamhill County records as Board Order 20-162.
3. COUNTY and CONTRACTOR now desires to further 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 \$4,488.00, 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 “d.”, which reads as follows:

“d. **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-04, dated June 24, 2020 (referred to herein as the “Additional Work”), which is attached to this Amendment #2 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 8 of CONTRACTOR’s Proposal (the “Links and Riders”) are not applicable to the Underlying Agreement or this Amendment #2 and in the event of any disagreement between any language in the Links and Riders and the Underlying Agreement or this Amendment #2, the terms and conditions of the Underlying Agreement and this Amendment #2 shall take precedence.
4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #2, 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 #2 on behalf of COUNTY and CONTRACTOR hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, 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 #2 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 #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

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8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 on the dates set forth adjacent to their signatures below.

SIEMENS INDUSTRY, INC.

By: DocuSigned by:
Akshay Grover
B2F6CDB83DA574F7...
(signature)
Date: 8/4/2020

Akshay Grover
(printed name)

Branch General Manager
(title)

Tax ID No: 13-2762488

YAMHILL COUNTY, OREGON

Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 8/13/2020

Tim Svenson
TIM SVENSON, Yamhill County Sheriff
Date: 8/4/2020

FORM APPROVED BY:

Christian Boenish
CHRISTIAN BOENISH
County Counsel
Date: 8/14/20

Accepted by Yamhill County
Board of Commissioners on
8/13/2020 by Board Order
20-268

Exhibit A

(see attached)

SIEMENS

Ingenuity for life

PROPOSAL

440p-274574 CO-04

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

Yamhill County

DELIVERED ON

June 24, 2020

B.O. 20-268
Exhibit "A"
Pg 1 of 8





Ingenuity for life

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Contact Information

Proposal #:	4965851
Date:	June 24, 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:	Captain Geist
Customer:	Yamhill County
Address:	

Services shall be provided at:	Yamhill County Jail
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Ingenuity for life

Scope of Work

Siemens is proposing to furnish and install a wide angle camera in the control room to view the entrance of the control room. This proposal includes cable installation by Farnham Electric as well as PLC integration by Accurate Electric. Siemens will program the new camera into the VMS system and commission the new camera. Siemens will project manage the work as well.

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, project meetings, multiple trips onsite due to incompleteness of others, or multiple unplanned phases.

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



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Pricing Breakout

Area 1	Sell Price
Equipment	\$957.00
Miscellaneous Materials	\$43.00
Project Management Labor	\$817.00
Engineering Labor	\$159.00
Specialist Labor	\$618.00
Electrical Wiring	\$956.00
PLC Integration	\$938.00
Total	\$4,488.00

Wide angle camera

Qty	ID	Description	Unit Sell	Ext Sell
1	A7F30070707	CAMERA LICENSE 5 YEAR	\$255.00	\$255.00
1	R9999	Wide angle camera	\$702.00	\$702.00



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Pricing Summary

Pricing Summary	Sell Price
Equipment	\$957.00
Miscellaneous Materials	\$43.00
Project Management Labor	\$817.00
Engineering Labor	\$159.00
Specialist Labor	\$618.00
Electrical Wiring	\$956.00
PLC Integration	\$938.00
Travel	\$0.00
Total Quote Price	\$4,488.00



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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)

B.D. 20-268
Exhibit "A"