

AMENDMENT NUMBER ~~ONE~~ TWO
 TO
 CONTRACT NUMBER MA-060-19010992
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 SIEMENS INDUSTRY, INC.

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-19010992 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Siemens Industry, Inc., (hereinafter "CONTRACTOR") with a place of business at 7850 Collections Center Drive, Chicago, IL 60693, with COUNTY and CONTRACTOR sometimes referred to collectively as "Parties," is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Energy Management System Hardware/Software Fume Hoods Maintenance Services on April 16, 2019 as Contract number MA-060-19010992 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of April 23, 2019 through and including April 22, 2020, renewable for four (4) additional one year terms; and

WHEREAS, COUNTY ~~and CONTRACTOR desires to~~ renew ~~ed~~ the ORIGINAL CONTRACT as Contract Number MA-060-20011405 for a one year term of April 23, 2020 through and including April 22, 2021, in an amount not to exceed \$36,136 (~~hereinafter "AMENDMENT NUMBER ONE"); and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one-year term of April 23, 2021 through and including April 22, 2022 in an amount not to exceed \$37,220 and amend Attachment B, Compensation and Pricing Provisions; and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Articles, Additional Terms and Conditions, Section 2, Term of Contract, is amended to read in its entirety as follows:
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/23/19 through and including 4/22/21, unless otherwise terminated by COUNTY. The period of

4/23/19 through and including 4/22/20 shall be known as Contract number MA-060-19010992. The period of 4/23/20 through and including 4/22/21 shall be known as Contract number MA-060-20011405. ~~This Contract may be renewed for three (3) additional one-year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

b. Additional Terms and Conditions, Section 3, Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract may be renewed for two (2) additional one-year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Item No.	Description	Quarterly Cost	Annual Cost
001	Energy Management System Hardware/Software Fume Hoods Maintenance Services	\$ 9, 305.00	\$ 37,220

Total Annual Contract amount shall not exceed \$ 37,220

4. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-19010992) is attached hereto as Exhibit A and incorporated by this reference.

5. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-20011405) is attached hereto as Exhibit B and incorporated by this reference.

6. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE TWO, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ **TWO** to Contract Number MA-060-19010992.

*Contractor: Siemens Industry, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Siemens Industry, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel

By:

Orange County, California

Chairman of the Board of Supervisors
County of Orange, California

By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-19010992)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-20011405)