



**AMENDMENT NUMBER TWO  
FOR  
FACILITY SECURITY, FIRE & BUILDING AUTOMATION SYSTEMS**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport (“County”) and Siemens Industry, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, Sourcewell has issued contract 030421-SIE, for Facility Security, Fire & Building Automation Systems (“Master Contract”), effective April 21, 2021 through April 22, 2025; and,

**WHEREAS**, County and Contractor entered into Subordinate Contract MA-280-22011753 per the terms and conditions and pricing of the Master Contract and this Contract incorporated herein by this reference, effective June 15, 2022 through June 14, 2023, in the Contract Not-to-Exceed Amount of \$200,000.00, (“Contract”); and,

**WHEREAS**, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) year, effective June 15, 2023 through June 15, 2024, with a new Contract Not-to-Exceed Amount of \$200,000.00; and,

**WHEREAS**, the Parties now desire to renew the Contract for one (1) year effective June 15, 2024 through April 22, 2025, with a new Total Contract Not-to-Exceed Amount of \$ 1,000,000.00, and

**WHEREAS**, the Parties now desire to amend Attachment A Scope of Work; and,

**NOW, THEREFORE**, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
  2. **Term of Subordinate Contract:** Contract shall become effective June 15, 2024 through April 22, 2025, unless otherwise terminated by the County.
  3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewals are contingent upon renewal of Sourcewell Contract No. 030421-SIE.
2. Attachment A-Scope of work is amended in its entirety as attached hereto.
3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

SIEMENS INDUSTRY, INC\*

DocuSigned by: <i>Benjamin Peeples</i> 2B75F322AFAC41F... Signature	Benjamin Peeples	General Manager	4/18/2024
	_____ Name	_____ Title	_____ Date

DocuSigned by: <i>Abbas Kazmi</i> 243551CFEB9D479... Signature	Abbas kazmi	Director Finance	4/18/2024
	_____ Name	_____ Title	_____ Date

COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
_____ Signature	_____ Name	_____ Title	_____ Date

APPROVED AS TO FORM:

County Counsel

By \_\_\_\_\_  
 DocuSigned by:  
*Christine Nguyen*  
 26F9D76C929A49E...  
 Deputy  
 4/18/2024

Date \_\_\_\_\_

\* If the contracting party is a corporation, (2) two signatures are required: one (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 signator to bind the corporation.



## ATTACHMENT A Scope of Work

### 1. SCOPE OF WORK

Contractor shall provide Facility Security, Fire & Building Automation Systems supplies and services in accordance with the terms, conditions, and pricing of Sourcewell Contract No. 030421SIE and this Contract MA-280-22011753.

### 2. SERVICE(S) AND SUPPLIES

- A. Contractor shall provide service(s) and supplies on an as needed basis.
- B. Contractor shall provide County with a quote for all service(s) and supplies requested.
- C. Contractor must receive written confirmation from Project Manager or designee prior to processing order or proceeding with work requested.

### 3. SOFTWARE MAINTENANCE

In addition to the service(s) and supplies specified above, Contractor shall provide John Wayne Airport with Software Maintenance services for its Building Automation, Video Management, and Access Control Systems. Services shall include software subscriptions, data backup and restore services, maintenance, customer direct service and additional services more fully detailed in Exhibit I, Proposal # 8681451 for Building Automation and Exhibit J, Proposal # 8675309 for Facility Security Systems.

### 4. SERVICE AND DELIVERY LOCATION:

John Wayne Airport  
3160 Airway Ave  
Costa Mesa, CA 92626