

**AMENDMENT NO. 1 TO
AGREEMENT FOR ARCHITECT-ENGINEER SERVICES FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING, CONSTRUCTION
OBSERVATION AND INSPECTION SERVICES
PROJECT NO. P107**

This Amendment No. 1 ("Amendment") is made and entered into this _____ day of _____, 2020, by and between the County of Orange, a political subdivision of the State of California ("County"), through its department John Wayne Airport ("JWA"), and Ninyo & Moore ("A-E").

WHEREAS, on January 24, 2017, the County and A-E entered into an Architect-Engineer Agreement for the John Wayne Airport Geotechnical Engineering, Materials Testing, Construction Observation and Inspection Services in the not-to-exceed amount of \$990,000 (the "Agreement"); and

WHEREAS, the continuance of A-E services is needed to provide effective, efficient, and seamless support of JWA's Capital Improvements Program and other airport projects; and

WHEREAS, A-E wishes to continue to provide Geotechnical Engineering, Materials Testing, Construction Observation and Inspection Services under the terms of the Agreement as amended below.

NOW THEREFORE, the County and A-E agree as follows:

- I. The term of the Agreement shall be extended for two additional years, from January 23, 2020, to January 22, 2022, and the not-to-exceed amount shall be increased by \$660,000 to a total amended not-to-exceed amount of \$1,650,000.
- II. A-E's hourly rates shall be amended to the rates shown on Exhibit A attached hereto.
- III. All costs associated with JWA badging and SIDA requirements, training, and processing, including associated travel time, shall be the responsibility of the A-E and shall not be a reimbursable expense.
- IV. Except as specifically amended herein, all terms and conditions of the Agreement shall remain unchanged, in full force and effect.
- V. The foregoing is in accordance with the Agreement and subject to the following:
 1. The aforementioned changes, and work affected thereby, are subject to all Agreement stipulations and covenants; and
 2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the Program Manager hereby releases the County from all said claims.

(Signature Page Follows.)

DATED: _____ COUNTY OF ORANGE

By _____
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

PROJECT MANAGER

By _____

Title _____

By _____

Title _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By 
Deputy

Date 12.5.19