County of Orange, OC Public Works Leighton Consulting, Inc. MA-080-17010903

# AMENDMENT No. 2 TO CONTRACT MA-080-17010903 FOR

#### On-Call Architect/Engineer (A-E) for Masonry Testing & Inspection Services

This Amendment hereinafter referred to as "AMENDMENT NO. 2" to Agreement Number MA-080-17010903, hereinafter referred to as "CONTRACT", 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 ("COUNTY") and Leighton Consulting, Inc., a California ("A-E"), with County and A-E sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

### **RECITALS**

WHEREAS, COUNTY and A-E entered into CONTRACT on February 1, 2017 for On-Call Architect/Engineer (A-E) for Masonry Testing & Inspection Services, effective February 1, 2017 to January 31, 2022, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000); and

**WHEREAS,** pursuant to AMENDMENT NO. 1, the PARTIES amended the CONTRACT to extend the term of the CONTRACT for six (6) additional months to complete work in progress, effective February 1, 2017 to July 31, 2022, in a not to exceed amount of Five Hundred Thousand Dollars (\$500,000); and

WHEREAS, the PARTIES now desire to extend the term of the CONTRACT to allow work to be completed, which is already in progress for open task orders listed in Attachment No. 1, as well as increase the contract amount by Three Hundred Thousand Dollars (\$300,000) for a new total contract amount of Eight Hundred Thousand Dollars (\$800,000).

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

#### ARTICLES

- 1. Subsection 1.4.1 shall be amended to read as follows:
  - **1.4.1.** The term of this CONTRACT is extended to continue to allow for the completion of work already in progress but only as it pertains to open task orders listed in Attachment No. 1, attached hereto and by this reference made a part hereof. The new maximum allowable compensation for the CONTRACT is Eight Hundred Thousand Dollars (\$800,000).
- 2. Except as amended herein by this AMENDMENT NO. 2, all other terms and conditions of the CONTRACT, as amended, shall remain unchanged and in full force and effect. If any terms or conditions in this AMENDMENT NO. 2 conflict with the CONTRACT, as amended, this AMENDMENT NO. 2 shall control.

County of Orange, OC Public Works Leighton Consulting, Inc.

MA-080-17010903

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AMENDMENT NO. 2 to the CONTRACT on the dates opposite their respective signatures:

	<b>LEIGHTON CONSULTING, INC.</b> , a California Corporation,
Date: 3/16/2023   6:53:07 AM CDT	By: <u>Pat Sheridan</u>
	Signature
	Pat Sheridan
	Print Name & Title
(If a corporation, the document must Chairman of the Board, President or	be signed by two corporate officers. The 1 <sup>st</sup> must be either any Vice President.)
Date: 3/16/2023   1:32:30 PM PDT	By: <u>Jesse kropelnicki</u> Signature
	Jesse Kropelnicki, COO
	Print Name & Title
(I) a corporation, the 2nd signature i Financial Officer, or any Assistant Tr	must be either the Secretary, an Assistant Secretary, the Chief reasurer)  COUNTY OF ORANGE, a political subdivision of the State of California
Date:	By:
	By: Chairman of the Board of Supervisors Orange County, California
	Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535.
	Attest:
	D <sub>v</sub> ,
	By: Robin Stieler
	Clerk of the Board of Supervisors
	Orange County, California
APPROVED AS TO FORM Office of the County Counsel Orange County, California	
By: Deputy County Counsel	
Date: 3/16/2023   1:53:23 PM PDT	

County of Orange, OC Public Works Leighton Consulting, Inc.

MA-080-17010903

## **ATTACHMENT NO. 1**

СТО#	
Leighton MA-080-17010903	
LEIGH-15.00-OCPW	
LEIGH-15.01-OCPW	
LEIGH-15.02-OCPW	
LEIGH-015.03-OCPW	
LEIGH-16.00-OCPW	
LEIGH-014.00-OCPW	
LEIGH-017.00-OCPW	