## AMENDMENT NO. 42 TO CONTRACT MA-080-17010903 FOR

### **ON-CALL ARCHITECT-ENGINEERING (A-E) FOR MASONRY TESTING & INSPECTION SERVICES**

This AMENDMENT <u>hereinafter referred to as "AMENDMENT NO. 2" to Agreement</u> <u>Number MA-080-17010903</u>, <u>hereinafter referred to as "CONTRACT"</u>, 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 Corporation ("A-E"), with County and A-E sometimes individually referred to as "Party" or collectively referred to as "Parties."

## **RECITALS**

WHEREAS, the County and A-E entered into <u>CONTRACT MA-080-17010903 (the "Contract"</u>) <u>on February 1, 2017</u> for On-Call Architect-Engineering (A-E) for Masonry Testing & Inspection Services, effective February 1, 2017 through January 31, 2022, <u>in an amount not to exceed with a maximum allowable</u> compensation of <u>F</u>five <u>H</u>hundred <u>4</u>Dollars (\$500,000); and

WHEREAS, <u>pursuant to AMENDMENT NO. 1</u>, the Parties <u>now desire to amended</u> the C<u>ONTRACT</u>ontract to extend the term 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. Section 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. commences upon execution of all signatures and shall be in effect through July 31, 2022, with a The new maximum allowable compensation of for the CONTRACT is -Five Hundred Thousand Dollars (\$500,000), except as permitted in Paragraph 1.5 below. Eight Hundred Thousand Dollars (\$800,000).
- 2. All other terms and conditions of the Contract shall remain unchanged and with full force and effect. 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.

MA-080-17010903

the PARTIES hereto have executed this AMENDMENT NO 2 to the

**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:	By:
	Signature
	Print Name & Title
(If a corporation, the document must be su the Board, President or any Vice Presiden	igned by two corporate officers. The $1^{st}$ must be either Chairman of $nt.$ )
Date:	By:
	Signature
	Print Name & Title
(If a corporation, the 2nd signature must Officer, or any Assistant Treasurer)	be either the Secretary, an Assistant Secretary, the Chief Financial
	<b>COUNTY OF ORANGE,</b> a political subdivision of the State of California
Date:	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:
	Ву:
	Robin Stieler Clerk of the Board of Supervisors Orange County, California
<b>APPROVED AS TO FORM</b> Office of the County Counsel Orange County, California	
By: Deputy County Counsel	
Deputy County Counsel	
Date:	

# 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	

MA-080-17010903