

County of Orange, Public Works
Mark Thomas & Company, Inc.

AMENDMENT #4
TO CONTRACT MA-080-19011921
FOR
DESIGN SERVICES FOR CARBON CANYON CHANNEL CLASS 1 BIKEWAY (OC LOOP SEGMENT D)

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, (hereinafter referred to as "County") and Mark Thomas & Company, Inc., (hereinafter referred to as "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 MA-080-19011921 (hereinafter referred to as "Contract") for Design Services for Carbon Canyon Channel Class 1 Bikeway (OC Loop Segment D), effective August 28, 2019 through August 27, 2024, in an amount not-to-exceed of \$858,419.74; and

WHEREAS, Pursuant to Amendment No. 1, the Parties amended the Contract to add the final Cost Proposal and the following Exhibits referencing the Caltrans approved classification rates outlined in Attachment B, Paragraph II. Pricing, A. Classification Rates.

WHEREAS, Pursuant to Amendment No. 2, the Parties amended to increase the Contract by \$51,070 for a revised maximum allowable compensation of \$909,489.74; and

WHEREAS, Pursuant to Amendment No. 3, the Parties amended articles of the contact to conform with County standard language; and,

WHEREAS, Pursuant to Amendment No. 3, the Parties increased the Contract by \$48,930 for a revised maximum allowable compensation of \$958,419.74.

WHEREAS, the Parties now desire to increase the Contract by \$150,000 for a revised maximum allowable compensation of \$1,108,419.74; and,

WHEREAS, the Parties now desire to extend the Contract for two (2) additional years; and,

NOW, THEREFORE, the Parties agree as follows:

ARTICLES

1. Subsection 1.4.1 shall be amended to read as follows:

1.4.1. This CONTRACT shall go into effect upon Board approval and A-E shall commence work after notification to proceed by COUNTY'S Contract Administrator. The CONTRACT term ends on August 27, 2026, unless extended by contract amendment.

2. Subsection 1.4.3 shall be amended to read as follows:

1.4.3. The maximum allowable compensation for this CONTRACT is One Million, one hundred eight thousand, four hundred nineteen dollars and seventy-four cents (\$1,108,419.74).

3. Attachment B, Section II, Paragraph B shall be amended to read as follows:

B. Total CONTRACT Amount Shall Not Exceed: \$1,108,419.74

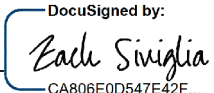
4. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.

County of Orange, Public Works
Mark Thomas & Company, Inc.

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures:

Mark Thomas & Company, Inc.,
a California Corporation,

Date: 4/22/2024

By: 
Signature DocuSigned by:
CA806E0D547E42F...

Zach Siviglia / President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 4/22/2024

By: 
Signature DocuSigned by:
BB7CAF32168B473...

Matt Brogan / Secretary
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

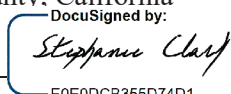
Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: 
DocuSigned by:
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Date: 4/22/2024