

County of Orange, OC Public Works
Harris & Associates, Inc.

AMENDMENT NO. 2
TO CONTRACT MA-080-21010591
FOR
ON-CALL CONSTRUCTION
SERVICES – CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

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 (“County”), and Harris & Associates, Inc. (“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-080-21010591 for On-Call Construction Services – Construction Management & Inspection Services, effective November 17, 2020 through November 16, 2023, in an amount not to exceed \$600,000 (the “Contract”); and,

WHEREAS, the Parties amended the contract to increase by \$150,000 for a revised maximum allowable compensation of \$750,000; and

WHEREAS, the Parties wish to add the Orange County Flood Control District (“District”) as a Party; and,

WHEREAS, the Parties now desire to renew the term of the Contract for two (2) additional years, with a maximum allowable compensation of four hundred thousand dollars (\$400,000) effective November 17, 2023 to November 16, 2025; and,

WHEREAS, the Parties now desire to update the notice provision; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. The Orange County Flood Control District shall be added as a Party to the Contract. A-E shall indemnify the District in the same manner as it does the County. A-E shall name District as an Additional Insured in the same manner County is under Section 3.1.4(C)(1)(a). A-E’s Worker’s Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against District in the same manner as against County under Section 3.1.4(C)(2). A-E’s insurance policies shall waive all rights of subrogation against District in the same manner as against County under Section 3.1.4(C)(3).
2. The following shall be added to the Recitals:

WHEREAS, the District relies on County staff to carry out its duties pursuant to the Orange County Flood Control District Act, Water Code App. §§ 36-1 et seq., and County staff may request A-E to perform services under this Contract on behalf of District; and,

3. Article 1.4 shall be amended to include the following:

This Contract is renewed for two (2) years, effective November 17, 2023 to November 16, 2025, with a maximum allowable compensation of four hundred thousand dollars (\$400,000), except as permitted in Paragraph 1.5 below.

County of Orange, OC Public Works
Harris & Associates, Inc.

4. Article 6.14.3 shall be amended to read as follows:

All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: Harris & Associates, Inc.
101 Progress, Suite 250
Irvine, CA 92618
Attn: Vijay Desai
Phone: 949-402-5096
E-mail: Vijay.Desai@WeAreHarris.com

For COUNTY: OC Public Works, OC Construction
601 N. Ross St.,
Santa Ana, CA 92701
Attn: Allyssa Montoya
Phone: 714-667-3214
E-mail: Allyssa.Montoya@ocpw.ocgov.com

cc: OC Public Works Procurement Services
601 N. Ross St.,
Santa Ana, CA 92701
Attn: Derek Savosh
Phone: 714-667-9668
E-mail: Derek.Savosh2@ocpw.ocgov.com

5. Classification Rates tables for A-E and subcontractor in Attachment B, Section II, Paragraph A shall be amended to read as follows:

HARRIS & ASSOCIATES, INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Public Works Inspector*	\$186.15
Project Manager, P.E.	\$246.40
Resident Engineer, P.E.*	\$215.72
Assistant Resident Engineer*	\$206.77
Structure Representative, P.E.*	\$201.41
Office Engineer	\$142.36
Construction Inspector (Prevailing Wage)*	\$186.15
Labor Compliance Specialist	\$112.56
Estimator	\$182.86
Scheduler	\$160.29
Claims Support	\$191.40
Safety Officer	\$176.98
Document Control	\$97.66
Drone Pilot	\$97.69

*Subcontractor – PreScience Corporation	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Public Works Inspector*	\$166.52
Resident Engineer, P.E.*	\$205.70
Structure Representative, P.E.*	\$199.10
Construction Inspector (Prevailing Wage)*	\$166.52

6. Attachment B, Section II, Paragraph B shall be amended to include the following:

Renewal Term Contract Amount Shall Not Exceed: \$400,000

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

County of Orange, OC Public Works
Harris & Associates, Inc.

MA-080-21010591

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

HARRIS & ASSOCIATES, INC.
a California Corporation,

Date: 8/25/2023By: Ehab Gerges
SignatureEhab Gerges - 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: 8/24/2023By: Steve Winchester
SignatureSteve Winchester - Chief Financial Officer
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; and,
COUNTY OF ORANGE FLOOD CONTROL
DISTRICT, a body corporate and politic

Date: _____

By: _____

Print
Name: _____

Title: _____

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

By: William NinhWilliam Ninh
Print Name