

**AMENDMENT NO. 2 (RENEWAL)
TO CONTRACT MA-080-18011099
FOR
ON-CALL LAND SURVEYING 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 Johnson-Frank & 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-080-18011099 for On-Call Land Surveying Services, effective April 10, 2018 through April 9, 2021, in an amount not to exceed \$1,500,000 (the "Contract"); and

WHEREAS, on June 29, 2020, pursuant to Amendment No. 1, the Parties amended the Contract to increase the Total Contract Amount by \$200,000, for a revised Total Contract Amount not to exceed \$1,700,000; and

WHEREAS, on June 29, 2020, pursuant to Amendment No. 1, the Parties amended the provisions of the Contract to conform with County standard language; and

WHEREAS, the Parties now desire to renew the Contract for two (2) additional years, effective April 10, 2021 to April 9, 2023, in an amount not to exceed \$1,000,000; and

WHEREAS, the Parties now desire to amend the Contract to add provisions 6.36 and 6.37 to conform with County standard language; and

NOW, THEREFORE, the Parties agree as follows:

ARTICLES

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

1.4.1 The term of this CONTRACT is for two (2) years, commencing upon approval by the COUNTY Board of Supervisors, effective April 10, 2021 to April 9, 2023, with a maximum allowable compensation of one million dollars (\$1,000,000), except as permitted in Paragraph 1.5 below.

2. Section 6.36 shall be added to read in its entirety as follows:

6.36 Safety

A-E shall comply with the County's Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. A-E shall submit other safety programs that pertain to the type of job that will be performed on site.

3. Section 6.37 shall be added to read in its entirety as follows:

6.37 Cooperative Agreement

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6.37.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. A-E shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by A-E and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The A-E is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

6.37.2 The A-E shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

4. Attachment B, Section II shall be amended to read in its entirety as follows:

B. Total CONTRACT Amount Shall Not Exceed: \$1,000,000

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

County of Orange, OC Public Works
Johnson-Frank & Associates, Inc.

Attachment I
MA-080-18011099

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

JOHNSON-FRANK & ASSOCIATES, INC.,
a California Corporation,

Date: 12/29/2020

By: 
Signature

Alan D. Frank, President/Secretary
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: 12/29/2020

By: Roger A. Frank
Signature

Roger A. Frank, Vice President/CEO
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: Lauren Kramer

Print Name: Lauren Kramer