

**Amendment No. 1 to Agreement for Architect-Engineer (A/E)  
Support Services for Construction Management of La Pata Avenue  
and Camino del Rio Extension Project**

THIS AMENDMENT NO. 1 to Agreement D13-085, ("AMENDMENT NO. 1"), is entered as of \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), is

**BY and BETWEEN**

County of Orange, a political subdivision of the State of California ("COUNTY")

**AND**

Hill International, Inc., a Delaware Corporation ("A/E"),

which are sometimes individually referred to as "PARTY," or collectively as "PARTIES".

**RECITALS**

**WHEREAS**, on February 4, 2014, the COUNTY executed Architect-Engineer Support Services Agreement No. D13-085 ("AGREEMENT") for Construction Management Services of La Pata Avenue and Camino Del Rio Extension Project ("PROJECT"), to Hill International, Inc.; and

**WHEREAS**, on December 10, 2013, the COUNTY awarded Construction Contract Agreement No. D13-109 to Sukut Construction, Inc. for the construction of the PROJECT; and

**WHEREAS**, since award of the PROJECT Construction Contract and after a thorough COUNTY staff availability review, COUNTY staffing circumstances

changed which make additional COUNTY resources available to cover some of the services originally scoped and assigned to A/E; and

**WHEREAS**, the Parties desire to change the A/E's original scope of work and amend the Agreement.

**AGREEMENT**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Resident Engineer. Due to additional COUNTY resources, the PARTIES agree that the COUNTY will provide the Resident Engineer obligations and responsibilities set forth at Section A.2 of the Agreement, which shall begin on the Effective Date of this AMENDMENT NO. 1.

2. Sub-Consultant Services. The PARTIES hereby waive the forty-nine percent (49%) sub-consultant aggregate money value requirement at Section A.3 of the AGREEMENT. A-E shall employ sub-consultants for the accomplishment of the PROJECTS/SERVICES in any manner as requested by the COUNTY and in accordance with Scope of Work at Attachment A.

3. A-E Service Fee. As of the Effective Date of this AMENDMENT NO. 1, A-E shall be entitled to a service fee mark-up of ten percent (10%) for all sub-consultants employed by the A-E that provide PROJECTS/SERVICES. This service mark-up fee covers the cost of coordinating sub-consultants, budgets and cost projections and preparing invoices.

4. Maximum Compensation. As of the Effective Date of this AMENDMENT NO. 1, the maximum allowable compensation of this AGREEMENT shall be reduced to \$6,706,372.

5. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the AGREEMENT.

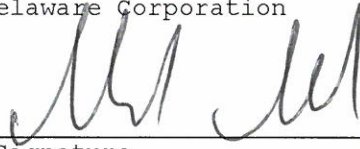
6. Counterparts. This AMENDMENT NO. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

7. Full Force. Except as expressly set forth herein, the AGREEMENT shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed AMENDMENT NO. 1 in counterparts on the dates opposite their respective signatures and each such counterpart shall be deemed an original:

Hill International, Inc.  
a Delaware Corporation

Date: 8/20/15

By:   
Signature

Michael Tahan - Sr Vice President  
Print Name & Title

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

Date: 8/20/15

By:   
Signature

William H. Dengler, Jr., Secretary  
Print Name & Title

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

County of Orange, OC Public Works  
Hill International, Inc.

Amendment No. 1 to Agreement D13-085

IN WITNESS WHEREOF, the PARTIES hereto have executed AMENDMENT NO. 1 in counterparts on the dates opposite their respective signatures and each such counterpart shall be deemed an original:

County of Orange,  
a political subdivision of the State  
of California

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

Signed and certified that a copy of  
this agreement has been delivered to  
the Chair of the Board per G.C. Sec  
25103, Reso 79-1535

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Robin Stieler  
Interim Clerk of the Board  
County of Orange, California

Date: 8/13/15

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

By:   
Deputy