

**AMENDMENT NO. 1  
 TO CONTRACT MA-080-21010488  
 FOR  
 ON-CALL CAPITAL IMPROVEMENT PROJECT SUPPORT 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 Mark Thomas & Company, 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 Contract MA-080-21010488 (the "Contract") for On-Call Capital Improvement Project Support Services, effective November 17, 2020 through November 16, 2023, with a maximum allowable compensation of One Million dollars (\$1,000,000); and

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

**WHEREAS**, Parties now desire to extend the term of the Contract for two (2) additional years, effective November 17, 2023 to November 16, 2025, with a maximum allowable compensation of Six Hundred and Fifty Thousand dollars (\$650,000); and

**WHEREAS**, Parties now desire to update Contract contact information; and

**NOW THEREFORE**, the Parties 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 read in its entirety as follows:

The term of this Contract is renewed for two (2) years, commencing upon Board of Supervisor approval, November 17, 2023, through November 16, 2025, with a maximum allowable compensation of Six Hundred and Fifty Thousand dollars (\$650,000), except as permitted in Paragraph 1.5.

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

**B. Total Contract Amount Shall Not Exceed:                   \$650,000**

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

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5. Contact information for County in Section 6.14.3 shall be amended to the following:

For County:                   OC Public Works / Infrastructure Programs  
                                      601 N. Ross St.  
                                      Santa Ana, CA 92701  
                                      Attn: Ashley Penalver  
                                      Phone: 714-647-3996  
                                      E-mail: [Ashley.Penalver@ocpw.ocgov.com](mailto:Ashley.Penalver@ocpw.ocgov.com)

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

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

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

**MARK THOMAS & COMPANY, INC.,**  
a California Corporation ,

Date: 8/14/2023

By Zach Siviglia  
Signature

Zach Siviglia / President  
Print Name & Title

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

Date: 8/14/2023

By Matt Brogan  
Signature

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; 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: Stephanie Clark  
Deputy

Print Name: Stephanie Clark