

**AMENDMENT NO. 3  
TO CONTRACT MA-080-21010489  
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 AECOM Technical Services, Inc. (“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-080-21010489 (the “Contract”) for On-Call Capital Improvement Project Support Services effective November 17, 2020 through November 16, 2023, in maximum allowable compensation of One Million dollars (\$1,000,000); and

**WHEREAS**, Pursuant to Amendment No. 1, the Parties amended the Contract to increase the maximum allowable compensation for a revised maximum allowable compensation of One Million Ninety Thousand Two Hundred dollars (\$1,090,200); and,

**WHEREAS**, Pursuant to Amendment No. 2, the Parties amended the Contract maximum allowable compensation by an added \$109,800 for a revised maximum allowable compensation of \$1,200,000; and,

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

**WHEREAS**, Parties now desire to renew 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 include the following:

The term of this Contract is renewed for two (2) years, from 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 include the following:

**Renewal Contract Amount Shall Not Exceed: \$650,000**

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.

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

**AECOM TECHNICAL SERVICES, INC.**  
a California Corporation,

Date: 8/15/2023

By:   
Signature

Bryan C. Paine / 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 Chairman of the Board, President or any Vice President.)*

Date: 8/15/2023

By: Armond Tatevossian  
Signature

Armond Tatevossian / 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:   
Deputy

Print Name: Stephanie Clark

Date: 8/16/2023