

*County of Orange, OC Public Works*  
*Psomas*

*MA-080-21010412*

**AMENDMENT NO. 2  
 TO CONTRACT MA-080-21010412  
 FOR  
 ON-CALL ROAD AND BIKEWAY ENGINEERING 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 Psomas (“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-080-21010412 for On-Call Road and Bikeway Engineering Services, effective November 17, 2020 through November 16, 2023, in an amount not-to-exceed \$750,000; and

**WHEREAS**, Pursuant to Amendment No. 1, the Parties amended the Contract to add additional Classification Rates to Attachment B, Cost/Compensation and identify subcontractors; and

**WHEREAS**, the Parties now desire to renew the term of the Contract for two additional years, effective November 17, 2023 through November 16, 2025 with a 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

**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 the District in the same manner as 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 effective November 17, 2023, through November 16, 2025, with a maximum allowable compensation of one million two hundred thousand dollars (\$1,200,000); except as permitted in Paragraph 1.5 below.

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4. Attachment B, Section II, Part B shall be amended to include the following:

**Renewal Contract Amount Shall Not Exceed: \$1,200,000**

5. 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: Psomas  
3 Hutton Centre Drive, Suite 200  
Santa Ana, CA 92707  
Attn: Andrew Nickerson  
Phone: 714-751-7373  
E-mail: [anickerson@psomas.com](mailto:anickerson@psomas.com)

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

cc: OC Public Works Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701  
ATTN: Daisy Corona  
Phone: 714-667-9643  
E-mail: [Daisy.Corona@ocpw.ocgov.com](mailto:Daisy.Corona@ocpw.ocgov.com)

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

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

PSOMAS,  
a California Corporation,

Date: 8/29/2023

By: Andrew Nickerson, Vice President  
Signature  
Andrew Nickerson, 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: 8/29/2023

By: Nick Tarditti, Chief Financial Officer  
Signature  
Nick Tarditti, 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 Ninh  
Deputy

Print Name: William Ninh

Date: 8/29/2023