

**AMENDMENT NO. 1
TO CONTRACT MA-080-21010592
FOR
ON-CALL CONSTRUCTION
SERVICES – CONSTRUCTION MANAGEMENT & INSPECTION 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 Biggs Cardoso 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-080-21010592 for On-Call Construction Services – Construction Management & Inspection Services, effective November 17, 2020 through November 16, 2023, in an amount not to exceed \$600,000 (the “Contract”); and,

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

WHEREAS, the Parties now desire to renew the term of the Contract for two (2) years, with a maximum allowable compensation of four hundred thousand dollars (\$400,000) effective November 17, 2023 to November 16, 2025; and,

WHEREAS, the Parties now desire to update the notice provision; and,

NOW THEREFORE, the Parties mutually 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:

This Contract is renewed for two (2) years, effective November 17, 2023 to November 16, 2025, with a maximum allowable compensation of four hundred thousand dollars (\$400,000), except as permitted in Paragraph 1.5 below.

County of Orange, OC Public Works
Biggs Cardosa Associates, Inc.

4. 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: Biggs Cardosa Associates, Inc.
500 South Main Street, Suite 1200
Orange, CA 92868
Attn: Eric Pheifer
Phone: 714-550-4665 x4512
E-mail: EPheifer@BiggsCardosa.com

For COUNTY: OC Public Works, OC Construction
601 N. Ross St.,
Santa Ana, CA 92701
Attn: Allyssa Montoya
Phone: 714-667-3214
E-mail: Allyssa.Montoya@ocpw.ocgov.com

cc: OC Public Works Procurement Services
601 N. Ross St.,
Santa Ana, CA 92701
Attn: Derek Savosh
Phone: 714-667-9668
E-mail: Derek.Savosh2@ocpw.ocgov.com

5. Attachment B, Section II, Paragraph B shall be amended to include the following:

Renewal Term Contract Amount Shall Not Exceed: \$400,000

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

County of Orange, OC Public Works
Biggs Cardosa Associates, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

BIGGS CARDOSA ASSOCIATES, INC.,
a California Corporation,

Date: 8/24/2023

By: Roy Schnabel
Signature

Roy Schnabel - President
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: 8/24/2023

By: Dan Devlin
Signature

Dan Devlin - 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: William Ninh

William Ninh
Print Name