

AMENDMENT #3 TO
THE STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
NDRC ARCHITECTURAL SERVICES – PHASE II

This Amendment #3 (“Amendment #3”) is entered into this ^{2ND} day of August 2022 by and between the County of Tuolumne, a political subdivision of the State of California (“County”) and Lionakis, a California corporation (“Consultant”).

WHEREAS, on March 3, 2020, the County and the Consultant entered into a Standard Agreement for Professional Services (NDRC Architectural Services – Phase II) (“Agreement”) to provide architectural services for the Community Resilience Center Project, Phase II;

WHEREAS, on April 7, 2020, the County and Consultant entered into Amendment #1 to Agreement to provide additional consulting services related to audio visual, radio, sustainability, and acoustical services for an amount not to exceed \$146,000.00;

WHEREAS, on September 14, 2021, the County and Consultant entered into Amendment #2 to Agreement to provide re-design of the roof trusses of the large conference room for the amount not to exceed \$17,250.00;

WHEREAS, the completion of the Community Resilience Centers will be delayed from September 2022 to December 2022;




WHEREAS the County now requires extension of Consultant’s architectural services to complete construction; and

WHEREAS, Consultant submitted a proposal to extend the Agreement through the completion of the construction and revise the Scope of Services.

NOW THEREFORE, THE COUNTY AND THE CONSULTANT AGREE as follows:

1. Paragraph 1 of the Agreement (Scope of Services) is amended as outlined on Attachment A to provide extended architectural services related to the construction of the Community Resilience Centers.
2. Attachment A attached hereto is added to Exhibit A of the Agreement.
3. Paragraph 2 of the Agreement (Time for Performance) is amended to extend the term of the Agreement from September 30, 2022 to February 28, 2023.
4. Paragraph 3 of the Agreement (Compensation and Reimbursement) is amended to add an amount not to exceed Seventy-Five Thousand and No Cents (\$75,000.00) as compensation for the added obligations to the Scope of Work and term.
5. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 to the Agreement as of the date written above.

| | |
|--|---|
| COUNTY OF TUOLUMNE  | CONSULTANT Michael Davey <small>Digitally signed by Michael Davey DN: C=US, E=mike.davey@lionakis.com, O=Lionakis, OU=Lionakis, CN=Michael Davey Date: 2022.07.13 14:24:22-07'00</small> |
| By: Anaiah Kirk, Chair Board of Supervisors | By: Mike J. Davey Principal |
| ATTEST:  | |
| By: Heather Ryan Seal Deputy Clerk of the Board | |
| APPROVED AS TO LEGAL FORM:  | |
| By: Christopher J. Schmidt Deputy County Counsel | |

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

HEATHER D. RYAN
Board Clerk

By: 