

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LIONAKIS**

THIS AMENDMENT NO. 2 to Agreement No. A-12598 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Lionakis (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 5, 2013, the Board of Supervisors (BOS) approved Agreement No. A-12598 which CONTRACTOR entered into with County on November 18, 2013 (hereinafter, "Agreement") to provide architectural services for schematic design through construction (hereinafter, "services") for the Jail Housing Addition (hereinafter, "Project") through and including June 30, 2018 for an amount not to exceed \$2,608,643; and

WHEREAS, additionally on November 5, 2013, the BOS adopted Resolution No. 13-339 which authorized the expansion of the Agreement to increase its scope to comply with State full conditional award milestones with a not to exceed additional amount of \$3,500,000 for additional architectural services; and

WHEREAS, Agreement was amended by the Parties on March 25, 2014, (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2018 and to increase the amount by \$2,029,408 which resulted in a total not to exceed amount of \$4,638,051; and

WHEREAS, Amendment No. 1 further amended the Agreement to permit the Parties to extend the term of the Agreement if the Project is not completed by December 31, 2018; and

WHEREAS, additional time is necessary to provide the services required by the County and to allow for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2019 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The initial term shall commence with the signing of this AGREEMENT on November 18, 2013 through and including December 31, 2019. County and CONTRACTOR may extend the term if the project is not completed by December 31, 2019.

2. Amend Paragraph 5.1 under Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices for all services rendered under this Agreement shall be submitted monthly and promptly, and in accordance with Section 5.0, Invoices and Purchase Orders, of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number #MYA 3000 *1065, the Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

3. Delete the first sentence of Paragraph 5.2 under Section 5.0, "Invoices and Purchase Orders".
4. Amend Paragraph 6.2, "Indemnification for Design Professional Services Claims", under Section 6.0, Design Professional Indemnification, to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Robert M. Shaw
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Lionakis

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: NICK DOLOUS, AIA, BOARD CHAIR
(Print Name and Title)

Date: 12-17-18

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Andrew Deebke, CFO
(Print Name and Title)

Date: 12-17-18

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

Date: _____

12.20.18

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Robert M. Shaw
Deputy County Counsel

Date: _____

Dec 19 2018

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

12-12-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

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Lionakis

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

NICK DOUGLAS, BOARD CHAIR
(Print Name and Title)

Date: _____

12-17-18

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: _____

Andrew Decble, CFO
(Print Name and Title)

Date: _____

12-17-18