

**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26997**

THIS THIRD AMENDMENT (“Amendment”) to Tulare County Agreement Number 26997 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **DLR GROUP, INC** (“CONTRACTOR”) as of March 19, 2019, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on February 24, 2015, for the purpose of providing architecture and engineering services for the South County Detention Facility; and
- B. The COUNTY and CONTRACTOR entered into Amendment to the Agreement on April 28, 2015 to provide \$39,442 in additional compensation for CONTRACTOR; and
- C. The COUNTY and CONTRACTOR entered into another Amendment on August 23, 2016 to add additional services to Tulare County Agreement 26997; and
- D. The COUNTY and CONTRACTOR now wish to amend the Agreement in order to provide design services for approximately 35 weeks past the original project completion date for the South County Detention Facility.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. Article 3: Specific Terms, No. 3: Payment for Services and Method of Payment of the Agreement is amended to read:
 - a. The County shall pay DLR the contract price of \$3,402,543 for the services set forth in the attached Exhibit “B”, with payment in accordance with the terms thereof. The Contract Price includes DLR’s fee, travel expense, telecommunications services expense, printing and reproduction expense, postage and handling expense, personnel expense, inclusive of all benefits and burdens, insurance and all other administrative or overhead associated with or arising out of performance of this agreement. The Contract Price covers all DLR’s costs and expenses except as provided in this section. In addition to the Contract Price for DLR’s Services hereunder, DLR shall be paid Reimbursable Expenses not to exceed \$25,000 for the Design Development and Redesign Phase. Services shall be invoiced in a format that is consistent with Exhibit A, including a description of services rendered, the task involved, and the rate/cost and units of such service. Each invoice shall be detailed enough to allow Tulare County Auditor to track charges to the services provided and expenses incurred in accordance with Exhibit A, using normal accounting procedures. The form of invoice shall be acceptable to the Auditor. Payment shall be made in accordance with the normal payment cycle of the COUNTY; and, COUNTY shall endeavor to see that payment is made within (30) days following approval of an invoice by designated Owner Representative and the Auditor. Charges which are found by the Auditor not to constitute an allowable cost shall not be paid. Payments may also be reduced or increased below or above invoiced amounts to allow for overpayments or underpayments made on preceding invoices. Expenses and other costs must be allowable under the Grant and the related state agreements the County has entered into.

3. This Third Amendment becomes effective as of March 19, 2019.

4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DLR Group, INC

Date _____

By _____

Print Name _____

Title _____

Date _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By _____
Deputy

Matter # _____