

**AMENDMENT NO. 3
TO THE AGREEMENT WITH JOA GROUP FOR
ARCHITECT-ENGINEER SERVICES
FOR
PROJECT MANAGEMENT SERVICES
PROJECT NO. 281-281-4200-P101**

THIS amendment to the AGREEMENT, hereinafter referred to as "AMENDMENT", is made and entered into the _____ day of _____, 2015, between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Jeff Oviedo and Associates, dba JOA Group, hereinafter referred to as "PROJECT MANAGER", together collectively referred to as the "PARTIES".

WHEREAS, COUNTY and PROJECT MANAGER entered into an Architect-Engineer Agreement for John Wayne Airport Project Management Services on April 23, 2013 in the not-to-exceed amount of \$1,050,000 herein referred to as "AGREEMENT"; and

WHEREAS, COUNTY and PROJECT MANAGER executed Amendment No. 1 to the AGREEMENT on May 20, 2014 to increase the amount by \$ 656,640 for a new not-to-exceed amount of \$ 1,706,640; and

WHEREAS, COUNTY and PROJECT MANAGER executed Amendment No. 2 to the AGREEMENT on August 25, 2015 to increase the amount by \$ 476,741 for a new not-to-exceed amount of \$ 2,183,381; and

WHEREAS, the Airport's need for project management services has increased in connection with the Airport's Terminal Improvements project and necessitates a revision to the AGREEMENT, to perform Project Management Services beyond the term of the AGREEMENT; and

WHEREAS, PROJECT MANAGER wishes to continue to provide Project Management Services under the terms of the AGREEMENT as amended below.

NOW THEREFORE, the terms of the AGREEMENT shall remain in full force and effect, and shall be amended as follows:

- I. County shall pay to the PROJECT MANAGER for performance of the AGREEMENT the additional not-to-exceed fee of \$ 349,400, to be invoiced for services rendered on an hourly, Time & Material basis, and extend the term of the AGREEMENT to March 18, 2019 or through the closeout of the Terminal Improvements project, whichever is later. This additional fee will result in a new not-to-exceed AGREEMENT amount of \$ 2,532,781.

The foregoing is in accordance with the AGREEMENT and subject to the following:

1. All terms and conditions contained in this AMENDMENT are incorporated by reference into the AGREEMENT and any Amendments or Change Orders issued to date. This AMENDMENT modifies AGREEMENT only as expressly set forth above. This AMENDMENT does not modify, alter or amend AGREEMENT in any other way whatsoever.
2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the A-E firm hereby releases the County from all said claims.

DATED: _____ COUNTY OF ORANGE

By _____
Chairman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF
THIS AGREEMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD PER
G.C. Sec 25103, Reso 79-1535 Attest:

Robin Stieler
Interim Clerk of the Board
County of Orange, California

PROJECT MANAGER

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Deputy

Date: 9/24/2015