

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated March 11, 2025 and is between each Contractor (each referred to as a "Contractor" and collectively as "Contractors"), who is a signatory to this Agreement and identified in Exhibit A-1 to this Agreement, which is attached hereto and incorporated by this reference, and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On October 10, 2023, the County and the Contractors entered into County agreement number A-23-536 for emergency response and supplemental plumbing services ("Agreement").

B. In April of 2024, the main water line was damaged at the County's Courthouse Park, resulting in a loss of water to surrounding buildings, and which and required immediate repairs. That same month, there was a secondary incident at the County's Recorder's Office, where emergency services were required to repair the main sewer line to that building.

C. Additionally, in May of 2024, a major leak on the hydronics system at the County's Juvenile Justice Campus was detected and required immediate repair.

D. Due to the size and scale of these emergency incidents, the County needs additional emergency response and supplemental plumbing services, in order to prepare for future plumbing emergencies, and respond to them quickly and efficiently.

E. The County and the Contractors now desire to amend the Agreement to increase the maximum compensation.

The parties therefore agree as follows:

1. Section 3.2 Maximum Compensation of the Agreement, located on page 2, lines 27 through 28, and page 3 lines 1 through 7, is deleted and replaced with the following:

"The maximum combined compensation payable to both Contractors under this Agreement is \$1,600,000 for the initial three-year term ("Initial Term") of this Agreement. In the event this Agreement is extended for its first optional one-year extension ("Year 4") the total combined compensation to both Contractors under this Agreement is \$1,800,000. In the event this Agreement is extended for its

1 final one-year extension ("Year 5") the total combined compensation payable to
2 the Contractors under this Agreement is \$2,000,000. In the event the total
3 combined maximum compensation amount in the Initial Term, Year 4, and/or
4 Year 5 is not fully expended, the remaining unspent funding amounts shall roll
5 over to each subsequent term's established total combined maximum
6 compensation."

7 2. Section 12.11 Entire Agreement of the Agreement, located on page 11, lines 27 through
8 28, and page 12 lines 1 through 6, is deleted and replaced with the following:

9 "This Agreement constitutes the entire Agreement between the Contractor and
10 the County with respect to the subject matter hereof and supersedes all previous
11 Agreement negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature whatsoever unless expressly
13 included in this Agreement. In the event of any inconsistency in interpreting the
14 documents which constitute this Agreement, the inconsistency shall be resolved
15 by giving precedence in the following order of priority: (1) the text of this
16 Amendment No. 1; (2) the Agreement without its exhibits; and (3) the terms of
17 Exhibits A through J and Exhibit A-1."

18 3. When both parties have signed this Amendment No. 1, the Agreement, and this
19 Amendment No. 1 together constitute the Agreement.

20 4. The Contractor represents and warrants to the County that:

- 21 a. The Contractor is duly authorized and empowered to sign and perform its obligations
22 under this Amendment No. 1.
- 23 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
24 authorized to do so and his or her signature on this Amendment No. 1 legally binds
25 the Contractor to the terms of this Amendment No. 1.

26 5. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
27 all of which together constitute this Amendment No. 1.

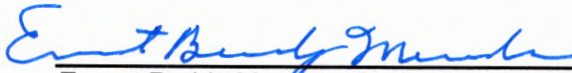
1 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
2 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
3 effect.

4 *[SIGNATURE PAGE FOLLOWS]*

1 CONTRACTOR

COUNTY OF FRESNO

2 See Exhibit A-1



Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

12 For accounting use only:

13 Org No.: 8935
14 Account No.: 7220
15 Fund No.: 1045
16 Subclass No.: 10000

Exhibit A-1

By executing this signature page, the Contractor becomes a signatory to this Amendment No. 1, dated _____, and agrees that it is a party to the Agreement with County and is bound by its terms.

IN WITNESS WHEREOF, the parties have hereto executed this Amendment No. 1 effective on the date stated in the introductory clause.

A RELIABLE PLUMBING, LLC



Manuel Arellano, President (Feb 18, 2025 14:17 PST)

Manuel Arellano, President

PO BOX 9363
Fresno, CA 93793

Exhibit A-1

By executing this signature page, the Contractor becomes a signatory to this Amendment No. 1, dated _____, and agrees that it is a party to the Agreement with County and is bound by its terms.

IN WITNESS WHEREOF, the parties have hereto executed this Amendment No. 1 effective on the date stated in the introductory clause.

Rod's Plumbing Services, Inc.

Rod A Ingram

Rod A Ingram (Feb 24, 2025 13:43 PST)

Rod Ingram, Chief Operating Officer

3327 W. Sussex Way
Fresno, CA 93721