

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into 14th day of December, 2021, ("Effective Date"), by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and Durham Construction Company, a California corporation, whose address is 1025 Holland Ave., Clovis, CA 93612 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 21-142, dated April 27, 2021 ("Agreement"), pursuant to which CONTRACTOR agreed to perform repair, remodeling, or repetitive work according to unit prices on an annual basis pursuant to the terms of the Agreement;

WHEREAS, COUNTY's demand for the above services has increased since the services were last bid in March 2021; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total compensation amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 4. COMPENSATION of the Agreement, located on page 6, lines 12 through 16, is deleted in its entirety and replaced with the following:

"CONTRACTOR shall receive the opportunity to perform Job Orders totaling a minimum compensation amount of at least twenty-five thousand dollars (\$25,000) during the Agreement term. The total value of compensation paid for all Job Orders ("Maximum Agreement Value") performed by CONTRACTOR shall not exceed four million dollars (\$4,000,000). Any increase in the Maximum Agreement Value shall only be by amendment to Agreement, pursuant to Section 11."

COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the Agreement and, that upon execution of this First Amendment, the Agreement and this First Amendment together shall be considered the Agreement.

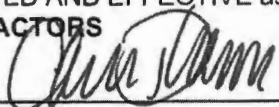
The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

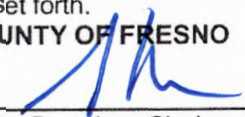
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTORS

COUNTY OF FRESNO





(Authorized Signature)

Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

Chris Durham, President

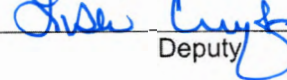
Print Name & Title

1025 Houend Ave.

Clavis CA 93612

Mailing Address

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

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1045

Subclass: 10000

ORG: 8935

Account: 7295