

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT, ("Second Amendment") is made and entered into this 23rd day of April 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California, ("COUNTY"), and each consultant (each a "CONSULTANT" and collectively the "CONSULTANTS") listed in Attachment A, which is attached and incorporated by reference, and such additional CONSULTANTS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY and CONSULTANTS entered into Purchasing Agreement No. P-16-424-S, dated July 8, 2016, ("Agreement"), pursuant to which COUNTY contracted with multiple CONSULTANT architects to assist the COUNTY Facility Services Division in completing various projects, and to provide advanced planning for future projects;

WHEREAS, COUNTY and CONSULTANTS entered into First Amendment No. 18-373, dated July 10, 2018 ("First Amendment"), in which Purchasing Agreement No. P-16-424-S was converted into a Board agreement, as the maximum amount allowable for services exceeded the Purchasing Manager's authority of \$100,000, and the maximum compensation was increased to \$500,000 to address a need for increased services; and

WHEREAS, COUNTY and CONSULTANTS now desire to further amend the Agreement to accommodate an even higher volume of needed services, and to further increase the maximum compensation payable hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONSULTANTS agree to further amend the Agreement as follows:

That portion of Section V. COMPENSATION, beginning on page 15, line 18, and ending on page 16, line 6 of the Agreement, is hereby deleted and replaced with the following:

A. "Total Fee:

1. In no event shall the maximum total compensation payable under this Agreement

1 exceed one million, one hundred thousand dollars (\$1,100,000) over the entire
2 potential five-year term of this Agreement. Fees shall be computed at the hourly
3 and cost rates shown in Attachment B, and shall not exceed agreed maximums for
4 each phase of a project.

- 5 2. The rates listed herein are to remain in effect for the duration of this Agreement.
6 Rates may be renegotiated annually after the first anniversary from the date of
7 execution of this Agreement at CONSULTANTS's request. CONSULTANT's
8 request for annual rate adjustments may not exceed the Engineering News
9 Record's Construction Cost Index or the California Consumer Price Index, as
10 published by the California Department of Industrial Relations for the year,
11 whichever is lower.

12 B. Basic Fee:

- 13 1. Within the maximum compensation amount of one million one hundred
14 thousand dollars (\$1,100,000) over the entire possible five-year term of the
15 Agreement, the Basic Fee for each project shall be as mutually agreed to in
16 writing between CONSULTANT and the Facility Services Division Manager or
17 his/her designated representative.”
18
19
20
21
22
23
24
25
26
27
28

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

CONSULTANT

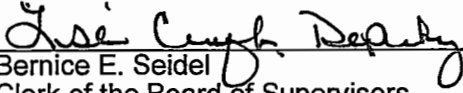
COUNTY OF FRESNO

See additional signature pages attached


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

By:

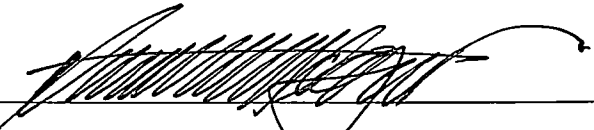

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Org No.: 8935
Account No.: 7295
Fund: 1045
Subclass: 10000

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement,
2 as amended, dated Apr. 23, 2019, and agrees that it is a party to the Agreement, as amended,
3 with the COUNTY, and is bound by its terms.

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

5
6 **CONSULTANT**

7 
8 _____
9 Paul Halajian, President & Secretary

10
11 4.2.19
12 _____
13 Date:

14 Paul Halajian Architects
15 389 Clovis Avenue, Suite 100
16 Clovis, CA 93612
17
18
19
20
21
22
23
24
25
26
27
28

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement,
2 as amended, dated 4/23/, 2019, and agrees that it is a party to the Agreement, as amended,
3 with the COUNTY, and is bound by its terms.

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

5
6 **CONSULTANT**

7
8 
9 Steven Kodama, President & Secretary

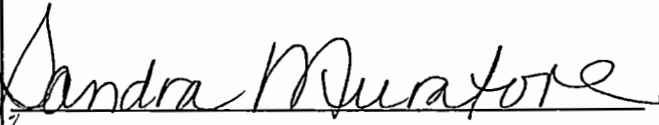
10
11 3/29/19
12 Date:

13
14 Kodama Diseño, Inc.
15 570 Tenth Street
16 Oakland, CA 94607
17
18
19
20
21
22
23
24
25
26
27
28

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement,
2 as amended, dated Apr. 26, 2019, and agrees that it is a party to the Agreement, as amended,
3 with the COUNTY, and is bound by its terms.

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

5
6 **CONSULTANT**

7 
8

9 Sandra Muratore, sole proprietor of Muratore

10 Associates

11
12 2 April

13 Date:

14
15 Muratore Associates

16 5250 N. Sequoia Ave.

17 Fresno, CA 93711
18
19
20
21
22
23
24
25
26
27
28

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement,
2 as amended, dated Apr. 23, 2019, and agrees that it is a party to the Agreement, as amended,
3 with the COUNTY, and is bound by its terms.

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

5
6 **CONSULTANT**

7 
8 _____
9 John Smith, President & Chief Financial Officer

10
11 4-3-19
12 _____
13 Date:

14 SIM Architects

15 7790 N. Palm

16 Fresno, CA 93711
17
18
19
20
21
22
23
24
25
26
27
28

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement,
2 as amended, dated 3/29, 2019 and agrees that it is a party to the Agreement, as amended,
3 with the COUNTY, and is bound by its terms.

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

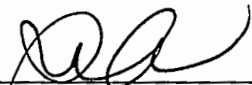
5
6 **CONSULTANT**

7 
8

9 Pete Mogensen, ~~President~~ CORPORATION SECRETARY

10
11 3/29/2019

12 Date:

13 
14

15 Sharon-Ashida, ~~Chief Financial Officer~~ PRESIDENT

16
17 3/29/2019

18 Date:

19
20 Integrated Designs

21 6011 N. Fresno St., Ste. 130

22 Fresno, CA 93710
23
24
25
26
27
28

ATTACHMENT A

PARTICIPATING CONSULTANTS		
CONSULTANT NAME	ADDRESS	*GIVE & RECEIVE NOTICES
Integrated Designs	6011 N. Fresno St., Ste. 130 Fresno, CA 93710	Pete Mogensen (559) 436-0881 pmogensen@somam.com
Kodama Diseño, Inc	570 Tenth Street Oakland, CA 94607	Steven Y Kodama (510) 986-0696 skodama@kodamadiseno.com
Muratore Associates	5250 N. Sequoia Ave. Fresno, CA 93711	Sandra Muratore Owner/Principal (559) 431-6879 sandra@muratoreassociates.com
Paul Halajian Architects	389 Clovis Ave., Suite 100 Clovis, CA 93612	Paul Halajian (559) 297-7900 paulh@halajianarch.com
SIM Architects	7790 N. Palm Ave. Fresno, CA 93711	John Smith (559) 448-8400 jsmith@sim-pbk.com