

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement No. 18-297 ("First Amendment") is made and entered into this 9th day of April, 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Durham Construction Company, Inc., a California corporation, whose address is 1025 Holland Ave., Clovis, CA 93612 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 18-297, dated June 5, 2018 ("Agreement"), pursuant to which CONTRACTOR agreed to provide Job Order Contracting (JOC) services;

WHEREAS, COUNTY AND CONTRACTOR now desire to amend the Agreement to increase the maximum compensation payable hereunder to accommodate a higher volume of JOC services.

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

That portion of Section V. COMPENSATION/INVOICING of Agreement No. 18-297, as set forth in the Agreement, beginning on page 6, line 13 through line 17, is hereby deleted and replaced with the following:

"CONTRACTOR shall receive the opportunity to perform Job Orders totaling a minimum of at least twenty five thousand dollars (\$25,000) during the Agreement term. The total value of all Job Orders ("Maximum Agreement Value") performed by CONTRACTOR shall not exceed four million dollars (\$4,000,000). The Maximum Agreement Value may be increased up to the sum authorized by Public Contract Code Section 20128.5 (currently approximately \$4,900,000). Any increase in the Maximum Agreement Value shall be by amendment to the Agreement, pursuant to Section VIII."

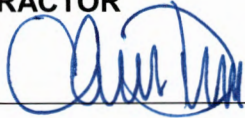
COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the Agreement, and that upon execution, the Agreement and this First Amendment shall

1 together constitute the complete Agreement between the parties.

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

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

CONTRACTOR



Chris Durham, President and CFO

COUNTY OF FRESNO



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

8-5-19

Date

ATTEST:

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

By:

Susan Bishop
Deputy

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