

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) is made and entered into this 1st day of September, 2020, by and between the County of Fresno (OWNER or COUNTY) and DLR Group, Inc. (CONSULTANT).

**W I T N E S S E T H:**

WHEREAS, the COUNTY and CONSULTANT entered into a retroactive Agreement dated February 25, 2020 identified as Contract Agreement No. 20-086, incorporated herein by reference (the Agreement), for CONSULTANT to provide architectural services; and

WHEREAS, the Agreement provided for a maximum compensation amount of \$7,326,400, with \$5,924,000 of that amount allocated to Basic Fee Services, and \$1,402,400 allocated to Extra Services; and

WHEREAS, OWNER and CONSULTANT now desire to increase the maximum Extra Services allocation payable under the Agreement by an additional \$247,407; and

WHEREAS, the increase is required in order to provide adequate compensation to CONSULTANT to provide construction administration staff for an additional 11 month extension of the construction schedule and anticipated project completion date contemplated by the parties at the time the Agreement was entered into by CONSULTANT (June 30, 2020 to May 31, 2021); and

WHEREAS, approval of this First Amendment will increase the maximum amount payable to CONSULTANT for Extra Services to \$1,649,807, and will increase the maximum Total Fee amount payable to CONSULTANT to \$7,573,807; and

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

1. That existing County Agreement No. 20-086, Exhibit A ("Agreement for Architectural Services" dated November 4, 2014), Article V, Section A, Page twenty-four (24), Lines three (3) through five (5) is hereby deleted in its entirety and replaced with the following paragraph:

"Notwithstanding any other provision in this Agreement, the Total Fee (Basic Fee and

Extra Services Allocation) for the services required under this Agreement shall not exceed a total amount of \$7,573,807.”

2. That existing County Agreement No. 20-086, Exhibit A, (“Agreement for Architectural Services” dated November 4, 2014), Article V, Section C, Page twenty-five (25), Lines eight (8) beginning with the word “There” and ending on Line twelve (12) with the word “exceeded” is hereby deleted in its entirety and replaced with the following paragraph:

“There will be an additional maximum allocation of \$1,649,807 to pay for authorized Extra Services. Payment of Extra Services in excess of \$1,649,807 is unauthorized and can only be made pursuant to a written amendment to this Agreement. The COUNTY Representative shall have the discretion to adjust in writing the Basic Fee and Extra Services limits as long as the total Agreement amount of \$7,573,807 is not exceeded”.

3. That existing County Agreement No. 20-086, Page one (1), Lines twenty-four (24) through twenty-seven (27) is hereby deleted in its entirety.

All other terms, conditions, mutual covenants, and promises contained in the Agreement, shall remain in full force and effect, except as hereinabove amended by this First Amendment. 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 shall together 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.

///

///

///

///

///

///

///

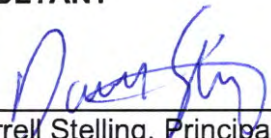
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**CONSULTANT**

**COUNTY OF FRESNO**

BY: \_\_\_\_\_

  
Darrell Stelling, Principal  
DLR Group, Inc.  
1050 20<sup>th</sup> Street, Suite 250  
Sacramento, CA 95811




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

**FOR ACCOUNTING USE ONLY**

ORG No        43601150, 8845, 8847  
Account No.   7295, 8150  
Fund No.      0001, 0400  
Subclass No.   10000, 11000  
Program No.   91157, 91158, 91159