

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 20__, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and The Taylor Group Architects, a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated May 18, 2022, for professional architectural services for the design of plans and general construction contract documents for the new Fire Station 12 (Agreement); and

WHEREAS, Consultant has completed the Part 2 Design Development Phase portion of the Agreement; and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within **35** days following execution of this Amendment by both parties
2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$132,500.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated May 18, 2022 remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.


CITY OF FRESNO,
a municipal corporation

By: _____
RANDALL W. MORRISON,
Assistant Director
Public Works Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney


By:  6/14/23
Jamie Kalebjian Date
Deputy

Addresses:

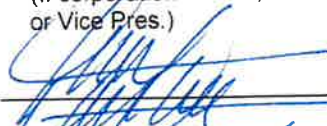
CITY:
City of Fresno
Attention: L. Nathan Sanchez
Projects Administrator
2600 Fresno Street, Room 4016
Fresno, CA 93721
Telephone No. 559-621-8682

Attachment: Attachment A

THE TAYLOR GROUP ARCHITECTS,
a California corporation


By: 
Name: RUSSELL F. TAYLOR

Title: PRESIDENT
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

By: 
Name: RUSSELL F. TAYLOR

Title: SECRETARY
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:


L. Nathan Sanchez
Projects Administrator
Public Works Department

CONSULTANT:
The Taylor Group Architects
Attention: Russell Taylor, AIA, LEED
AP, CASp
President
410 Park Creek Drive
Clovis, CA 93611
Telephone No. (559) 708-4046

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City)
and The Taylor Group Architects (Consultant)

Fire Station 12

Additional Scope of Services includes, but is not limited to: professional services related to the change in the Fire Station 12 design from two pull-through and two back-in apparatus bays to four pull-through apparatus bays, as well as other floor plan modifications as requested by the Fresno Fire Department.

The fees proposed by The Taylor Group Architects on May 16, 2023 to complete the design change are as follows:

Second Amendment Compensation

Professional services fee to update previously completed	\$132,500.00
Part Two: Design Development documents to reflect new Fire Station 12 design	

Original Contract Amount

Professional services fee per original contract	\$ 965,000.00
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First Amendment Amount

Professional services fee per First Amendment	\$10,000.00
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Total Amended Contract Amount:	\$ 1,107,500.00
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