

## **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 TAM+CZ, Inc.; now known as Temple-Andersen-Moore Architects, LLP, (Consultant).

### **RECITALS**

- A. WHEREAS, City and Consultant entered into an Agreement dated August 27, 2020, for professional architectural services (Agreement) in the amount of \$127,880, with a contingency amount not to exceed \$10,000; and
- B. WHEREAS, on June 16, 2022, architectural and structural engineering services for structural remediations necessary for the Heating, Ventilation and Air Conditioning, and interior improvements, as part of the original scope of work, expended the full contingency amount not to exceed \$10,000, for a total contract price of \$137,880 with no remaining contingency amount; and
- C. WHEREAS, City and Consultant entered into a First Amendment to the Agreement on November 17, 2023, to modify the scope of work and increase compensation by \$60,000 for a total contract amount of \$197,880 with no remaining contingency amount; and
- D. WHEREAS, additional professional architectural services have become necessary for the roof truss framing reinforcement for the south building at Paul "Cap" Caprioglio Community Center Remodel (Project) in order to enhance guest experience, safety, and accessibility; and
- E. WHEREAS, City and Consultant desire to enter into this Second Amendment to modify the agreement to increase the scope of work and increase monetary consideration in the amount of \$8,500, with an additional contingency amount not to exceed \$50,000, increasing the total contract amount to \$206,380, with a contingency not to exceed \$50,000.

### **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 rendered within the term of the Agreement and completed no later than September 1, 2025, following execution of this Second Amendment by both parties.
- 2. The monetary consideration shall increase in the amount of \$8,500, with an additional contingency amount not to exceed \$50,000, increasing the total contract amount to \$206,380 with a contingency not to exceed \$50,000.
- 3. In the event of any conflict between the body of this Second Amendment and an Exhibit or Attachment hereto, the terms and conditions of the body of this Second 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 Second Amendment, shall be null and void.


4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated August 27, 2020, remains in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
FRANCISCO V. MAGOS II, PE,  
MBA, QSD  
Assistant Director  
Capital Projects Department

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:  4/9/24  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:

CITY:  
City of Fresno  
Attention: Armando Cervantes  
Project Manager  
747 R Street, 2nd Floor  
Fresno, CA 93721  
Telephone No. 559-621-8687

Temple-Andersen-Moore Architects, LLP.

By:   
Name: Rod Andreasen

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

REVIEWED BY:

Sarah Lambeth  
Sarah Lambeth, Senior Management  
Analyst  
Capital Projects Department

CONSULTANT:

Temple-Andersen-Moore Architect, LLP.  
Attention: Rod Andreasen, AIA  
President  
6781 N. Palm Ave., Suite #120  
Fresno, CA 93704  
Telephone No. 559-465-4750

Attachment: Exhibit A – Additional Scope of Services

## Exhibit A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City)  
and Temple-Andersen-Moore Architect, LLP. (Consultant)

Community Center Remodel Project at 5191 North Sixth Street

### SCOPE OF WORK

Additional Scope of Services includes but is not limited to: at the south building only, additional structural engineering and architectural services for development of code compliant construction documents for reinforcing all existing roof trusses other than trusses already modified in the originally approved drawings.

### CONSTRUCTION DOCUMENT PHASE

The Consultant shall prepare structural plans, details, and calculations for the City's Planning and Development Department approval and permitting. Structural plans shall include routine information normally required by the city of Fresno. The Consultant shall include the structural plans, details, and calculations as part of the additional scope of services described herein **Exhibit A** of this second amendment to the original agreement within the construction documents, technical specifications, and estimate included with Part 3: Construction Document Phase per the second amendment to the original agreement.

### COMPENSATION

Compensation for all services described above will be based on a percentage of the construction costs. Fees will be billed monthly in accordance with work completed.

#### Second Amendment Compensation

Part 3: Construction Document Phase (100%)	\$8,500.00
Additional Contract Contingency	\$50,000.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$8,500.00, with a contingency amount not exceed \$50,000</b>

#### First Amendment Compensation

Part 3: Construction Document Phase (16%)	\$9,600.00
Part 4: Bid Support Phase (24%)	\$14,400.00
Part 5: Construction and Contract Administration Phase (60%)	\$36,000.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$60,000.00</b>

### **Original Contract Amount**

Part 1: Schematic Design (5%)	\$6,394.00
Part 2: Design Development (40%)	\$51,152.00
Part 3: Construction Document Phase (40%)	\$51,152.00
Part 4: Bid Support Phase (5%)	\$6,394.00
Part 5: Construction and Contract Administration Phase (10%)	\$12,788.00
Original Contract Contingency Amount	\$10,000.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$137,880.00</b>

**Total Amended Contract Amount:** **\$206,380.00**  
**With a**  
**contingency**  
**amount not**  
**to exceed**  
**\$50,000**

### **SCHEDLUE**

Time allotted for each phase is summarized below.

Part 3: Design Development and Construction Document Phase	No defined duration
Part 4: Bid Phase Assistance	No defined duration
Part 5: Construction Phase Assistance	No defined duration