

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of MAY, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and TAM+CZ, a Limited Liability Partnership ("CONSULTANT").

RECITALS

CITY and CONSULTANT entered into an Agreement, dated May 23, 2011 as amended November 28, 2011, for the design of plans and general construction contract documents for Restrooms Remodeling, Re-roofing, and Electrical Panel Replacement at Parking Garage #7, hereinafter referred to as "Agreement;"

CONSULTANT has completed the Construction Document phase for the Restrooms Remodeling of the Agreement; and

CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid 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 21 calendar 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 \$865.00.

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 23, 2011 and amended on November 28, 2011, remains in full force and effect.

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

Robert Andersen, P.E.
Public Works Dept. Ass't. Director

ATTEST:
YVONNE SPENCE, CMC
City Clerk

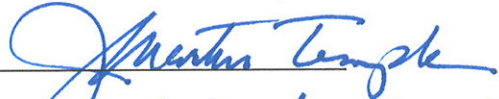
By: _____
Deputy

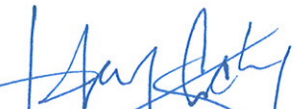
APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  _____
Deputy
Brandon M. Collet

Addresses:
CITY:
City of Fresno
Attention: Debbie Bernard
2101 'G' Street, Bldg. C
Fresno, CA. 93706-1620
Telephone No.: (559) 621-1201
FAX: (559) 457-1517

TAM+CZ Architecture, Planning,
Interiors, a Limited Liability Partnership

By:  _____
Name: J. Martin Temple
Title: Partner / Arch

By:  _____
Name: Jackie Chan, Architect
Title: Partner

REVIEWED BY:

 _____
Mark Johnson
Facilities Manager

CONSULTANT: TAM+CZ,
Architecture, Planning, Interiors
Attention: Martin Temple, Architect
5650 N. Fresno Ste., Ste. 110
Fresno, CA 93710
Telephone No.: (559) 435-4750
FAX: (559) 435-4774

Attachment: Attachment "A"

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno ("City") and TAM+CZ Architecture, Planning, Interiors, LLP ("Consultant")

Restrooms Remodeling, Re-roofing, and Electrical Panel Replacement at Parking Garage #7

Upon completion of Phase 5 – Construction Documents of the Agreement dated May 23, 2011, the City requested that the Consultant delete the scope of work for the Electrical Panel Replacement at Parking Garage #7 as well as the replacement of Cylinder wood roof deck with steel deck, and removal of the North Cylinder 2'x4' lay-in ceiling. The requested deletions after construction document preparation have caused the need for modifications of the completed documents, therefore resulting in additional costs, per TAM+CZ proposed revisions letter dated April 23, 2013.

The time frame for pulling permits on the Restrooms Remodel portion of the project has expired, therefore requiring the plans to be updated to the current building code and re-submitted for plan check, resulting in additional Consultant fees, per TAM+CZ quote for second plan check letter dated March 17, 2015.

The consultant fee to provide additional design services is itemized as follows:

Part 4 – Bidding Phase

Delete scope of work for the Electrical Panel Replacement and Cylinder wood roof deck: TOTAL ADD \$1,080.00

Update Restrooms Remodel construction documents and resubmit for plan check: TOTAL ADD \$960.00

Part 5 – Construction Phase and General Construction Contract Administration

Delete scope of work for the Electrical Panel Replacement and Cylinder wood roof deck: TOTAL DELETE <\$1,175.00>

The tasks described above shall be completed in 21 calendar days from the date the parties execute the Second Amendment to Agreement.