

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 17 day of November 2023, 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, additional professional architectural services have become necessary for the design of plans and construction support for the Paul "Cap" Caprioglio Community Center Remodel (Project) in order to enhance guest experience, safety, and accessibility; and
- C. WHEREAS, additional funds in the amount of \$60,000 are necessary to complete Project; and
- D. WHEREAS, City and Consultant desire to enter into this First Amendment to modify the agreement to increase monetary consideration in the amount of \$60,000 for a total contract amount of \$187,880 with a contingency amount not to exceed \$10,000.

### **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 completed within 30 calendar days following execution of this Amendment by both parties.
- 2. The monetary consideration shall increase in the amount of \$60,000 for a total contract amount of \$187,880 with a contingency amount not to exceed \$10,000.
- 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 August 27, 2020, 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 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:  10/31/23  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  11/17/2023  
Deputy Date  


Addresses:  
CITY:  
City of Fresno  
Attention: Armando Cervantes  
Engineer II  
2600 Fresno Street, Room 4016  
Fresno, CA 93721  
Telephone No. 559-621-8687

Temple-Andersen-Moore Architects, LLP,

By:   
Name: Rod Andreassen  
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:

ARMANDOCE   
Armando Cervantes, Engineer II  
Capital Projects Department  
Digitaly signed by ARMANDOCE  
DN: cn=Armando Cervantes@fresno.gov, c=US, o=ARMANDOCE,  
ou=Public Works, ou=Departments, dc=fresno, dc=gov  
Date: 2023.10.30 11:01:30-0700

CONSULTANT:  
Temple-Andersen-Moore Architect, LLP,  
Attention: Rod Andreassen, 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 First 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: removal and replacement of the existing heating, ventilation, and air conditioning (HVAC) system at the north building with a new HVAC system. At the south building only, structural engineering services for development of code compliant construction documents for minor repairs of existing trusses as needed, and repackaging of the approved plans and specifications for bidding and construction of all other improvements for the south building part of the Paul "Cap" Caprioglio Community Center Remodel Project.

### **CONSTRUCTION DOCUMENT PHASE**

- 1) For the structural engineering services at the south building only, and the removal and replacement of the existing HVAC system at the north building, the scope of work shall include two packages-Construction Document Phase Package including construction documents with technical specifications, and estimates, and Final Construction Document Package including final specifications and estimates. This service will include the following:
  - a. Project Information
  - b. Site Plan
  - c. Title Sheet
  - d. Existing Conditions and demolition plan
  - e. Mechanical and Plumbing Plans
  - f. Mechanical and Plumbing, Details and Calculations
  - g. Electrical Plans
  - h. Electrical Details and Calculations
  - i. Structural Plans
  - j. Structural Details and Calculations
  - k. Construction details
  - l. Construction quantities and estimates
  - m. Technical Specifications (shall conform with current Construction Specifications Institute (CSI) standards and format)
  - n. Bid proposal and bid item descriptions to be incorporated into CITY's Front End specifications Div I-VI

Submittal to the City of Fresno Building Department will occur when the plans are substantially ready for review, per City requirements. CONSULTANT shall assist in responses to CITY's Planning and Development Department comments on permit applications to obtain necessary approvals and permit issuance.

- 2) For all originally planned improvements at the south building as per the approved plans and specifications, the scope of work shall include repackaging of the approved plans and specifications for bidding and construction. This service shall include, but is not limited to, the following:
  - a. Project Information
  - b. Site Plan
  - c. Title Sheet
  - d. Existing Conditions and demolition plan
  - e. Mechanical and Plumbing Plans
  - f. Mechanical and Plumbing, Details and Calculations
  - g. Electrical Plans
  - h. Electrical Details and Calculations
  - i. Structural Plans
  - j. Structural Details and Calculations
  - k. Construction details
  - l. Construction quantities and estimates
  - m. Technical Specifications (shall conform with current Construction Specifications Institute (CSI) standards and format)
  - n. Bid proposal and bid item descriptions to be incorporated into CITY's Front End specifications Div I-VI
  
- 3) Following the approval of the Construction Document Phase PS&E drawings, the CONSULTANT shall prepare a final bid package in accordance with the local and State codes, standards, and specifications. The Bid Package will include:
  - a. Final stamped drawings
  - b. Front end documents
  - c. Stamped and signed cover sheet
  - d. Bid forms
  - e. Bid Item descriptions
  - f. Final technical specifications
  - g. Electrical Package
  - h. Structural Package
  - i. Mechanical and Plumbing Package

Deliverables:

- One (1) 24"36" set of complete Construction PS&E documents, in PDF format
- Bid proposal and bid item description to be incorporated into CITY's Front End Specifications DIV I-VI

The CONSULTANT will assist the CITY during the bidding process by conducting a pre-bid meeting, reviewing and responding to all questions and RFIs submitted by contractor, and issuing addenda(s) as necessary.

The CONSULTANT shall attend the pre-construction meeting, as well as review and respond to contractor submittals.

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.

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>

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
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$127,880.00</b>

Part 3: Design Development and Construction Document Phase	30 calendar days
Part 4: Bid Phase Assistance	No defined duration
Part 5: Construction Phase Assistance	No defined duration