

## 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 Quad Knopf, Inc, a California corporation (Consultant).

### RECITALS

WHEREAS, City and Consultant entered into an Agreement dated September 30, 2019. To obtain professional landscape architecture services for the design of plans and general construction contract documents Fink-White Splash Pad (the Project); and

WHEREAS, the First Amendment to Agreement, made and entered into March 28, 2021, expanded the scope of services to include Consultant facilitating work between sub-consultants to furnish additional design services, and provided an increase in the amount of \$5,800; and

WHEREAS, Consultant has completed the Part 1 Schematic Design, Part 2 Design Development, Part 3 Construction Documents portions of the Agreement; and

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

WHEREAS, with entry into this Second Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

### AGREEMENT

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

1. The recitals to this Amendment are incorporated and made a part of the Agreement.
2. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within the term of the Agreement and completed no later than March 1, 2024, following execution of this Amendment by both parties.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$15,000.
4. 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.
5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated September 30, 2019, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, on 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: Christine C. Charitar 12/21/23  
Christine C. Charitar Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Addresses:  
CITY:  
City of Fresno  
Attention: Raymundo Casillas  
Engineer I  
2600 Fresno Street, Room 4016  
Fresno, CA 93721  
Telephone No. 559-621-8658

Quad Knopf, Inc. dba QK,  
a California Corporation

By: Ronald J. Wathen

Name: Ronald J. Wathen, PE #58690

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

By: Amber Aguayo

Name: Amber Aguayo

Title: CFO/COO  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

REVIEWED BY:  
L. Nathan Sanchez  
L. Nathan Sanchez, Projects Administrator  
Capital Projects Department

CONSULTANT:  
Quad Knopf, Inc.  
Attention: Amber Adams  
CFO/COO  
601 Pollasky Avenue, Suite 301  
Clovis, CA 93612  
Telephone No. (559) 449-2400  
FAX: (559) 733-7821

Attachment: Exhibit A – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City) and Quad Knopf, Inc. dba QK (Consultant)

**Fink-White Splash Pad Project**

Additional Scope of Services includes the redesign of the construction document civil plans. This work includes the design for rerouting existing utility lines that conflict with the proposed improvements.

Task 1: Additional Civil Design Work

- Assist the City with onsite meetings to help strategize and address the unknown existing utilities that were not incorporated with previous as-builts.
- Consultant will assess the situation through field measurements, meet with City staff and Contractor, prepare exhibits, make recommendations, provide direction, and answer questions as necessary.
- Consultant will update civil plans, including grading and dry and wet utilities as required for realignment to maintain active lines.
- Consultant will provide final demolition exhibit within 10 days after review by the City.
- Consultant will provide updated civil plans within 30 days after Contractor has excavated.

**Second Amendment Compensation**

Additional Civil Design Work	\$15,000.00
<hr/> TOTAL PROFESSIONAL SERVICES FEE	<hr/> \$15,000.00

**First Amendment Compensation**

Task: Structural design work	\$5,800.00
<hr/> TOTAL PROFESSIONAL SERVICES FEE	<hr/> \$5,800.00

**Original Contract Amount**

Part 1: Schematic Design Phase	\$12,200.00
Part 2: Design Development Phase	\$16,500.00
Part 3: Construction Document Phase	\$20,900.00
Part 4: Bidding Phase	\$5,800.00
Part 5: Construction Phase	\$7,200.00
<hr/> TOTAL PROFESSIONAL SERVICES FEE	\$62,600.00

**Total Amended Contract Amount: \$83,400.00**

**Schedule**

Time allotted for each phase is summarized below.

Final Demolition Exhibit	10 calendar days
Updated Civil Plans from Contractor excavation	30 calendar days