

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT (Sixth Amendment) made and entered into as of this ____ day of _____, 2022, amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and QK Inc., a California Corporation (Consultant).

RECITALS

City and Consultant entered into an Agreement, dated April 27, 2017 for professional civil engineering services for design and plans and general construction documents for Ashlan Avenue Overlay – First Street to Millbrook Avenue, and Jensen Avenue Overlay – State Route 41 to Martin Luther King Jr. Boulevard, (Agreement);

Consultant has completed Parts One and Two of the Agreement; and

City and Consultant amended the Agreement on July 2, 2019 (First Amendment) to provide for design of additional drainage improvements; and

City and Consultant amended the Agreement on July 24, 2019 (Second Amendment) to provide additional design services; and

City and Consultant amended the Agreement on September 14, 2020 (Third Amendment) to provide additional design services; and

City and Consultant amended the Agreement on November 12, 2020 (Fourth Amendment) to provide additional design services; and

City and Consultant amended the Agreement on April 27, 2022 (Fifth Amendment) to provide additional design and engineering services; 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, the parties agree that the Agreement be amended as follows:

1. Consultant's 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. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total of \$5,928.00

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, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment remain in full force and effect.

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

City of Fresno,
a California municipal corporation

Randall W. Morrison, P.E.
Assistant Director
Public Works Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:

City Attorney

By: Pauline Bouchez 10/5/22
Deputy Date

Addresses:
CITY:

City of Fresno
Attention: Abdulrahman BinMahfodh
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623

QK Inc.,
a California Corporation

By: Ronald J. Warren PE 58690

Name: Ronald J. Warren

Title: Pres/CEO
(If corporation or LLC, Board Chair, Pres.
Or Vice Pres.)

By: Amber Aguayo

Name: Amber Aguayo

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

REVIEWED BY:

[Signature]
Abdulrahman BinMahfodh
Engineer I
Public Works Department

CONSULTANT:
QK Inc.
Attention: Ernie Escobedo
Project Manager
601 Pollasky Avenue, Suite 301
Clovis, CA 93612

Telephone No. (559) 621-8701
FAX. (559) 457-1587

Telephone No. (559) 449-2400
FAX: (559) 733-7821

Attachment A

ADDITIONAL SCOPE OF SERVICES

Sixth Amendment to Consultant Service Agreement between City of Fresno (City) and QK Inc. (Consultant)

Jensen Avenue Overlay – State Route 41 to Martin Luther King, Jr. Boulevard

Consultant (QK Inc.) shall perform each of the tasks described below in item 1.

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

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Revise the plans per City comments on 100 percent plans, re-design one ramp to avoid interfere with PG&E utility, quality control and provide additional project management support. Complete final and approved plans, specifications, and construction estimates.	<u>\$5,928.00</u>
	Total Cost	\$5,928.00