

SECOND AMENDMENT TO THE DESIGN CONTRACT

This Second Amendment to the Design Contract is made as of September 29, 2022, (Effective Date) by and between the City of Fresno, California, a Municipal Corporation (City), and Q&D Construction, a Nevada Limited Liability Company (Q&D).

RECITALS

WHEREAS, Q&D is providing Progressive Design Build services for Fresno Yosemite International (FAT) Airport's Terminal expansion program and is performing under the Design Contract for design services (Phase 1 work); and

WHEREAS, The City desires to optimize concession space in the existing Terminal; and

WHEREAS, The Transportation Security Administration (TSA) Training Room requires relocation to better utilize post-security space in the existing Terminal; and

WHEREAS, Q&D can provide the additional design services required to optimize concession space in the existing Terminal and to relocate the TSA Training Room for an amount not to exceed \$1,378,974.00; and

WHEREAS, Funding for the Second Amendment is available in the Airports Adopted FY 2023 Budget; and

NOW THEREFORE, the Parties agree as follows:

1. AMENDMENTS TO THE AGREEMENT

A. Design Contract Item 2, shall be amended as follows:

Price. For the monetary consideration of \$10,293,974.00, as set forth in Exhibit 1, Consultant promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all work as set forth in the Contract Documents.

B. Exhibit 1 Section 7.1.1, shall be amended as follows:

7.1.1 Owner shall pay Design-Builder in accordance with the General Conditions of the Contract the sum of \$10,293,974 for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

2. GENERAL

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Design Contract and the terms of this Second Amendment, the terms of this Second Amendment shall prevail.

AS WITNESS, this Second Amendment has been executed by the duly authorized officers of the parties on the Second Amendment Effective Date set out below:

CITY OF FRESNO,
A California municipal corporation

Q&D Construction
A Nevada Limited Liability Company

By: _____
Henry Thompson
Director of Aviation

By: 
Duane Boreham
Vice President-Aviation

Dated: _____

Dated: 9.15.2022

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: _____

By:  9/15/22
Brandon M. Collet Date
Supervising Deputy City Attorney

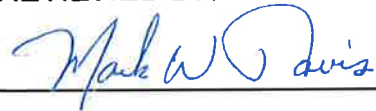
Name: _____

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

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Deputy
Date



Addresses:

CITY:
City of Fresno
Attention: Henry Thompson
Director of Aviation
4995 E Clinton Way
Fresno, CA 93727
Phone: (559) 621-4600
FAX: (559) 251-4825

CONSULTANT:
Q&D Construction
Attention: Duane Boreham
Vice President
1050 South 21st Street
Sparks, NV 89431
Phone: (775) 302-6425
FAX: (775) 786-5136