

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 29 day of MARCH, 2021, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation ("City"), and Quad Knopf, Inc. dba QK, a California Corporation ("Consultant").

### RECITALS

City and Consultant entered into an Agreement, dated September 30, 2019 for professional civil engineering services for design and plans and general construction documents for Fink-White Splash Pad Project, ("Agreement");

Consultant has completed Parts One and Two 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 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 fee of \$5,800.00.
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 September 30, 2019, remain 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

SM FOR:  
\_\_\_\_\_  
Scott Mozier, PE  
Director  
Public Works Department

Quad Knopf, Inc. dba QK,  
a California Corporation

By: Ronald J. Watters, PE 58690  
\_\_\_\_\_  
Name: RONALD J. WATTERS  
Title: President/CEO  
(If corporation or LLC, Board Chair,  
Pres. or Vice Pres.)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: BC 3/24/11  
\_\_\_\_\_  
Brandon M. Collet Date  
Senior Deputy City Attorney

By: Amber Aguayo  
\_\_\_\_\_  
Name: Amber Aguayo  
Title: VP and Asst. Sec  
(If corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

By: Yvonne Spence 3/29/11  
\_\_\_\_\_  
Deputy Yvonne Spence Date

REVIEWED BY:

Robin O'Malley  
\_\_\_\_\_  
Robin O' Malley, Facilities Manager  
Public Works Department

Addresses:

CITY:  
City of Fresno  
Attention: Tim Groh  
Project Manager  
2101 'G' Street Building C  
Fresno, CA. 93706-1213  
Telephone No. (559) 621-1213  
FAX. (559) 457-1555

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

Attachment: Attachment "A"

Attachment A

ADDITIONAL SCOPE OF SERVICES

First Amendment to Consultant Services Agreement between the City of Fresno ("City") and Quad Knopf, Inc. dba QK ("Consultant")

**Fink-White Splash Pad Project**

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

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

<b><u>Item</u></b>	<b><u>Task Description</u></b>	<b><u>Total Cost</u></b>
1.	Consultant to facilitate work between sub-consultants for plans and calculations of CMU enclosure with pre-engineered steel shade structure and footings for the splash pad equipment enclosure. The cost includes the amount of money needed to pay sub-consultants for plans and calculations, as well as one project coordination meeting during design and up to 4 hours of construction administration from structural engineer.	\$5,800.00
	<b>Total Cost</b>	<b>\$5,800.00</b>

The tasks described above shall be completed in 30 calendar days from the date the parties execute the First Amendment to Agreement.