

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this \_\_\_\_ day of March 2022, amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and Jeff Katz Architecture, a California corporation (Consultant).

### RECITALS

WHEREAS, the City and the Consultant entered into an Agreement, dated July 28, 2016, for the design of plans and general construction contract documents for Fresno Fire Station No. 18 (Agreement);

WHEREAS, the City and the Consultant entered into a First Amendment to Agreement, dated May 14, 2020, for additional services for the Fresno Fire Station No. 18, (First Amendment);

WHEREAS, the Consultant has completed Parts One through Four of the Agreement; and

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

### 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 100 days following execution of this Second Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be a total fee of \$50,700.00.

3. In the event of any conflict between the body of this Second Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Second 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 Second Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement and the First Amendment remain in full force and effect.

**[Signatures follow on the next page.]**

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

City of Fresno,  
a California municipal corporation

Jeff Katz Architecture,  
a California corporation

By: \_\_\_\_\_  
William C. Herr  
Assistant Director  
Public Works Department

By: [Signature]  
Name: JEFF KATZ

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: [Signature]  
Name: JEFF KATZ

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

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

REVIEWED BY:

Robin O'Malley  
Robin O'Malley  
Facilities Manager

By: Pauline Brickey 2/15/22  
Pauline Brickey Date  
Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Debbie Bernard  
2101 'G' Street, Bldg. C  
Fresno, CA. 93706-1821  
Telephone No. 559-621-1201  
FAX: 559-457-1517

CONSULTANT:  
Jeff Katz Architecture  
Attn: Jeff Katz, AIA  
6353 Del Cerro Boulevard  
San Diego, CA 92120  
Telephone No. 619-698-9177  
FAX: 619-698-9178

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES  
Second Amendment to Agreement between City of Fresno (City) and Jeff Katz  
Architecture (Consultant)

Fresno Fire Station No. 18  
Project Title

Additional Scope of Services includes, but is not limited to:

Due to the contractor constructing the concrete slab between 0.10 and 0.14 feet above the elevation shown on the plans, the Consultant shall redesign the site grades to slope from the as-built conditions down to the proposed elevations shown on the plans for the parking lot, driveways and pedestrian walkways out front of the station. The Consultant shall utilize elevations of form boards representing top of curbs and pavements in the grading modifications to the extent practical while still maintaining compliance with code/ADA requirements.

Also, due to various unforeseen conditions, including COVID-19 and the contractor's performance on the project, the length of construction has been extended beyond the predicted 12 months. Due to the unanticipated construction duration the Consultant has far exceeded their original time expended on construction contract administration services.

Redesign site grades	\$5,700
Additional Construction Contract Administration	<u>\$45,000</u>
TOTAL SECOND AMENDMENT AMOUNT	\$50,700