

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 20__, amends the Agreement heretofore entered into between the CITY OF FRESNO, a 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 Consultant has completed Parts One through Three 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 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 20 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 \$44,000.00.

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 July 28, 2016, remains in full force and effect.

[Signatures follow on the next page.]

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

JEFF KATZ ARCHITECTURE,
a California corporation

By: _____
William C. Herr
Assistant Director
Public Works Department

By: Jeff Katz
Name: Jeff Katz

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

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: Jeff Katz
Name: Jeff Katz

By: _____ Date
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By: Brandon M. Collet 5/4/2026
Senior Deputy Date

Robin O'Malley
Facilities Manager

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

Consultant Service First 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:

Hire and oversee the Commissioning Agent per Title 24 requirements. The following systems are to be commissioned:

HVAC & HVAC Controls
(14) Fan Coils
(10) Booster Fans
(3) Split Systems
(4) Gas-Fired Unit Heaters
(19) Exhaust Fans

Domestic Hot Water
Gas Water Heater
Recirculation Pump
Booster Pump

Lighting & Daylighting Controls
Landscape/Irrigation Systems

Commissioning Tasks shall include, but are not limited to:

- Develop, maintain and utilize commissioning plan and activity list
- Develop Commissioning Specifications
- Conduct (2) commissioning progress meetings. The first progress meeting will be held at the 50% construction phase. The second progress meeting will be held one week prior to start-up of HVAC, Lighting and the domestic hot water system. The commissioning agent will distribute meeting minutes to each of the progress meetings.
- Generate and maintain issue log for deficiencies and deviations concerning the commissioned systems.
- Collect all start-up procedures of all major equipment and systems.
- Prepare and verify Functional Performance Test (FPT) forms.
- Conduct FPT on all major equipment per commissioning plan and specifications.
- Collect and review training documentation.
- Complete and provide a digital copy of the Final Commissioning Report.

Consultant shall also provide the necessary re-design changes to the Civil, Structural Plumbing, Electrical, Landscaping/Irrigation and Architectural plans to reflect the corrected site elevation necessary to accommodate the future right of way improvements.

The breakdown of the additional fee is as follows:

Design Phase Commissioning Services	\$15,000.00
Construction Phase Commissioning Services	\$10,000.00
Re-design changes	<u>\$19,000.00</u>
TOTAL	\$44,000.00