

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation ("City"), and Quad Knopf, Inc. dba QK, a California Corporation ("Consultant").

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement dated April 14, 2022, for Woodward Park Tot Lots Project ("Agreement"); and

WHEREAS, Consultant has completed the Design Development and Construction Document portion of the Agreement; and

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

WHEREAS, the Agreement will be administered for the City by its Capital Projects Director ("Director") or designee; and

WHEREAS, the entry into this Agreement, Consultant agrees that Consultant has no claim, demand, or dispute against the City.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged 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 21 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 not to exceed \$7,500, paid on time and materials basis in accordance with the schedule of fees contained in **Attachment A**.

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 April 14, 2022, 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 California municipal corporation

By: \_\_\_\_\_  
Randall W. Morrison, PE  
Director  
Capital Projects Department

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Angela M. Karst 09/25/23  
Angela M. Karst Date  
Senior Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Address:  
CITY:  
City of Fresno  
Attention: Harlavpreet S. Brar, PE  
Licensed Professional Engineer  
Capital Projects Department  
2600 Fresno Street, Room 4016  
Fresno, CA 93721  
Telephone: 559-621-8616  
Email - Harlavpreet.brar@fresno.gov

Attachment: Attachment A

Quad Knopf, Inc.,  
a California Corporation

By: Ronald J. Wathen

Name: Ronald J. Wathen, PE #58690

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

By: Amber Aguayo

Name: Amber Aguayo

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

REVIEWED BY:

Francisco V. Magos

Francisco V. Magos  
Assistant Director  
Capital Projects Department

CONSULTANT:  
Quad Knopf Inc.  
Attention: Ernie Escobedo  
Branch Manager  
601 Pollasky Avenue, Suite 301  
Clovis, CA 93612  
Telephone: 559-449-2400  
Email – Ernie.Escobedo@qkinc.com

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and Quad Knopf, Inc. dba QK, a California Corporation (Consultant)

#### Woodward Park Tot Lots

Quad Knopf Inc., dba QK, is working on the design of construction documents for the ADA Accessibility Improvement project at four (4) well-frequented locations with Woodward Park: Park View, River View, Valley View and Art of Life.

QK is also working on the design of construction documents to reconstruct and provide ADA accessibility improvements to the existing paths of travel and parking stalls, demolition of existing play structures and replacing with new play equipment, installation of new site amenities and pour-in-place rubber surface at two (2) play areas within Roeding Park: Pine Grove and Maple Grove, through a separate agreement dated April 14, 2022, for Roeding Park Tot Lots Project.

QK will combine the bid documents for the Woodward Park Tot Lots project and Roeding Park Tot Lots project and advertise as one combined bid package.

Additional Scope of Services include, but are not limited to:

1. Coordinate with the City Staff to combine the two projects together.
2. One (1) 24" x 36" Combined Cover Sheet for the set of plans.
3. One (1) original signed set of combined PS&E documents.
4. Update and collaborate the Bid Proposal Items and Bid Proposal Descriptions for both the projects.
5. Update and collaborate the Bid Specs Division VII – Project Specific Technical Specifications.

### COMPENSATION

The compensation for the additional services, as described above, shall be paid on a time and material basis in accordance with the schedule of fees contained below. Fees will be billed monthly in accordance with phase work completed.

#### Original Contract

TOTAL ORIGINAL PROFESSIONAL FEE (LUMP SUM)	\$ 49,700.00
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#### First Amendment Compensation

FIRST AMENDMENT COMPENSATION (NOT TO EXCEED)	\$ 7,500.00
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**TOTAL AMENDED CONTRACT AMOUNT NOT TO EXCEED  
SCHEDULE**

**\$ 57,200.00**

Documentation Completion

21 additional calendar days