

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of August, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("City"), and Scott Beck, a sole proprietor ("Consultant").

RECITALS

Whereas, City and Consultant entered into an Agreement, dated September 22, 2016, for professional architectural services for the proposed Southeast District Station at Fancher Creek Town Center, ("Agreement"); and

Whereas, Consultant has completed the design development phase of the Agreement; and

Whereas, 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 245 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 not to exceed \$179,500.00.

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 22, 2016, remains 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

Robert N. Andersen, P.E.
Public Works Dept. Ass't. Director

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature] 8/10/17
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Debbie Bernard
2101 'G' Street, Bldg. C
Fresno, CA. 93706-1620
Telephone No.: 559-621-1201
FAX: 559-457-1517

Scott Beck,
a sole proprietor

By: [Signature] AIA

Name: SCOTT BECK

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

By: _____

Name: _____

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

REVIEWED BY:

[Signature]
Debbie Bernard
Public Works, Project Manager

CONSULTANT:
Scott Beck Architect
Attention: Scott Beck, AIA
10125 Washington Blvd., Ste. 100
Culver City, CA 90232
Telephone No.: 310-945-4925
FAX: _____

Attachment: Attachment "A"

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno ("City") and Scott Beck ("Consultant")

Southeast District Station Project Title

The City of Fresno has entered into an Agreement for Consultant Services for architectural and structural design only and wishes to incorporate the full mechanical, electrical and plumbing design into the new Southeast District Station construction documents. This scope of work includes coordinating the City provided civil and landscape design construction documents into one complete bid package, as well as providing record drawings at the completion of the construction project. Also included in the additional scope of work are the revisions to the floor plan layout as previously requested by the Police Department and reflected in the 70% architectural and structural plans. Bid phase and contract administration phase assistance as provided for in the Agreement for Consultant Services dated September 22, 2016 still apply.

The compensation for the additional scope of work noted above is as follows:

HVAC & Plumbing Engineering	\$56,000.00
Fire Sprinkler Engineering	\$16,000.00
Code Required Commissioning	\$13,500.00
Electrical Engineering	\$60,000.00
Revisions to floor plan layout	\$12,000.00
Coordination/Administration	<u>\$22,000.00</u>
TOTAL	\$179,500.00

Consultant's drawings will be complete for plan check submittal 42 calendar days from the effective date of the Notice to Proceed. The Notice to Proceed shall be issued following the design team kick-off meeting.

Exclusions:

Civil and Landscape Design, Grading Permit approval by Building Department and Planning Department approval.