

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 8 day of March, 2013, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Quad Knopf, Inc., a California Corporation, whose address of record is P.O. Box 3699, Visalia, California 93278,, (“Consultant”).

WHEREAS, City is undertaking a project to prepare environmental technical studies for Bear Creek Bike Path Project (“Project”); and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated January 23, 2012; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 22, “ADDITIONAL SCOPE OF SERVICES,” is hereby added to the Agreement to read as follows:

“22. ADDITIONAL SCOPE OF SERVICES. The Scope of Services is amended in accordance with the changes outlined in Exhibit 1 attached hereto.”

2. Section 23, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“23. ADDITIONAL COMPENSATION. The City shall pay to Consultant the not to exceed additional sum of Four Thousand Eight Hundred Dollars (\$4,800.00) for the additional services described in Exhibit 1 and in accordance with the fee schedule set forth on Exhibit 1, attached hereto.”

3. Except as herein amended, the Agreement dated January 23, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: John M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: Alma J. Smith
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Ken Ryce 2/14/13
City Attorney Date

212116
ACCOUNT DATA:


BY: _____
Verified by Finance Officer
See attached.

Account Number: 450-1104-637-65-00 111066

Amount: \$4,800.00


VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>212116</u>
Vendor Number:	<u>9031</u>
P.O. Number:	<u>104082</u>
Funds Available:	<u>Yes</u>
	<u> 03/05/13</u>


WV

CONSULTANT
QUAD KNOPF, INC.,
A California Corporation

BY: 
(Signature)

Janel Freeman
(Typed Name)

Its: CEO
(Title)

BY: 
(Signature)

Michael D. Knopf, PE 30579
(Typed Name)

Its: President / CEO
(Title)

Taxpayer I.D. No. 94-2228472

ADDRESS: P.O. Box 3699
Visalia, CA 93278

TELEPHONE: (559) 733-0440

FAX: (559) 733-7821

E-MAIL: janelf@quadknopf.com

Attachment A Scope of Work

Introduction

The following tasks are required to finish the Caltrans-required technical studies for each project.

Black Rascal

Task 1: NES, Minimal Impact

Quad Knopf will revise and update the NESMI based on Caltrans' comments provided in October 2012. This task will require input from the City to help define specific project footprint, excavation, construction staging, type of construction equipment, etc.

To date, there are no additional studies being requested by Caltrans and no other tasks require a contract amendment.

Time to complete: 2 weeks

Bear Creek

Task 1: NES/BA

Quad Knopf will revise and complete the NES and the BA based on Caltrans' comments. This task will require input from the City pertaining to precise bridge locations and footprints in order to fully quantify impacts. In addition, Quad Knopf biologists were required to visit the site multiple times because of GIS/location changes provided by the City. This resulted in cost overruns that are shown in the cost estimate.

Time to complete: 2 weeks, once information is received from the City.

To date, there are no additional tasks in Quad Knopf's existing scope of work that require a contract amendment. However, Caltrans has requested the following items that were not included in Quad Knopf's scope of work:

Task 8: Water Quality Memorandum

Quad Knopf will prepare the Responses to Caltrans Interim Scoping Questionnaire for Water Quality Issues. This will analyze water quality impacts, drainage, and receiving bodies of water.

Time to complete: 2 weeks

Task 9: Noise Technical Memorandum

Quad Knopf will prepare a Noise Technical Memorandum based on the template provided by Caltrans. This will address construction noise.

Time to complete: 2 weeks

Cost Estimate

The above described tasks will be performed on a fixed fee basis as identified below.

Black Rascal

Task	Cost
1. NES, Minimal Impact	\$2,340
TOTAL COSTS	\$2,340

Bear Creek

Task	Cost
1. NES/BA	\$2,690
8. Water Quality	\$1,055
9. Noise Memo	\$1,055
TOTAL COSTS	\$4,800