

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH Z & K CONSULTANTS, INC.**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of June 4, 2025 ("Effective Date"), by and between the City of San Bernardino, a charter city and municipal corporation ("City") and Z & K Consultants, Inc., a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated, February 21, 2024, for the construction management and inspection services of the Nicholson Neighborhood Park Project (the "Master Agreement").

B. WHEREAS, the Parties now desire to amend the Master Agreement in order to include additional services, extend the term of the Master Agreement, and to provide compensation for the additional services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Master Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Services. The Services, as that term is defined in the Master Agreement, are hereby amended to include additional services related to the Nicholson Neighborhood Park Improvements Project. The additional services are more fully described in Exhibit "A-1", attached hereto to this Amendment No. 1 and incorporated herein by this reference.

3. Amendment to Section 3.1.2 of the Master Agreement. Section 3.1.2 of the Master Agreement shall be amended to read as follows:

"3.1.2 Term. The term of this Agreement shall be from February 21, 2024 to July 31, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

4. Compensation. The total not to exceed compensation amount shall be increased by One Hundred Forty Four Thousand One Hundred Fifty-Eight Dollars and Ninety Cents (\$144,158.90) increasing the total not to exceed compensation amount from Five Hundred Nineteen Thousand Sixty-Three Dollars and Zero Cents (\$519,063.00) to Six Hundred Sixty-Three Thousand Two Hundred Twenty-One Dollars and Ninety Cents (\$663,221.90).

5. Full Force. Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

6. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

7. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH Z & K CONSULTANTS, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

CITY OF SAN BERNARDINO

CONSULTANT

APPROVED BY:

Z & K CONSULTANTS, INC.

Bill Gallardo,
Interim City Manager

Signature

Name

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

Title

EXHIBIT A-1

SCOPE OF ADDITIONAL SERVICES

[ATTACHED]