

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this 23rd day of May, 2024, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and PCubed Associates, Inc., a California corporation (Consultant). City and Consultant are collectively referred to as Parties.

RECITALS

WHEREAS, City and Consultant entered into an Agreement, dated November 17, 2022, for professional architectural and engineering consulting services for the FAX HVAC and Building Improvements Project (Agreement); and

WHEREAS, the Parties entered into a First Amendment to Agreement, dated August 14, 2023 for the purpose of expanding the scope of services to provide engineering services related to CNG detection and ventilation systems, along with additional ducting required for the Hydrogen detection and ventilation systems, increasing monetary consideration in the amount of \$61,700, for a total contract value of \$595,300; and

WHEREAS, the Parties now seek to further revise the scope of work to include additional services related to the effort required to comply with Title 24 including research and a cost-benefit analysis between the 2016 and 2024 code requirements, along with additional effort and research to determine the feasibility of replacing the diesel-powered emergency generator in the original scope of work with a hydrogen-powered emergency generator; and

WHEREAS, the Parties further seek to increase Consultant's compensation in the amount not to exceed \$59,700, for a total contract value not to exceed \$655,000; and

WHEREAS, Consultant desires to perform such additional services as set forth herein; and

WHEREAS, by entry into this Second Amendment, the Consultant agrees it has no claim, demand or dispute with the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the parties now 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. The time to complete the services is outlined in Attachment A.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be in the amount not to exceed \$59,700, for a total contract value not to exceed \$655,000.

3. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second 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 Second Amendment shall be null and void.

4. Except as otherwise provided herein, the Agreement and First Amendment remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

PCUBED ASSOCIATES, INC.,
a California corporation

By: _____
Gregory A. Barfield, M.A.,
Director, Department of
Transportation

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
DocuSigned by:
Jennifer M. Wharton 2024
250AD6D4466E467...
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:

City of Fresno
Attention: Shelle O'Brien,
Project Manager
2223 G Street
Fresno, CA 93706-1675
Telephone: (559) 621-1420

By: _____
DocuSigned by:
Pawan R. Gupta
9A2E275C67AA423...
Name: Pawan R. Gupta
Title: President/Principal
(Chairman/President/Vice Pres.)

By: _____
DocuSigned by:
Prabha Gupta
41D4CCB29CA8408...
Name: Prabha Gupta
Title: Secretary
(CFO/Secretary/Treasurer)

By: _____
DocuSigned by:
Prabha Gupta
41D4CCB29CA8408...
Name: Prabha Gupta
Title: Secretary
(CFO/Secretary/Treasurer)

CONSULTANT:

PCubed Associates, Inc.
Attention: Pawan Gupta,
President/Principal
221 E Lexington Dr., #304
Los Angeles, CA 91206
Telephone: (818) 920-8001

Attachment: A:
Additional Scope of Services

Attachment A

Additional Scope of Services Consultant Service For the Second Amendment to Agreement between City of Fresno (City) and PCubed Associates, Inc. (Consultant)

FAX HVAC and Building Improvements Project

Consultant shall perform each of the tasks described below.

Scope of Work

The below scope of work reflects the redesign needs of FAX as well as the proposal letters from PCubed Associates dated April 16, 2024 to provide:

Revised Scopes of Work and Research and Feasibility in These Areas:

- Compliance with both 2024 and 2016 versions of Title 24
- Replacement of diesel-powered emergency generator with a hydrogen-powered emergency generator

Compensation

- Compensation for the completion of the scope of work associated with the additional scopes and plan revisions is not to exceed \$59,700.00.

Period of Performance

Completion of the above scope of work is to coincide with existing deliverables and timeline for the design and execution of the project. After NTP, 95% Plan Design, 100% Plan Design, Construction Plan Check.

Deliverables

- Compliance reviews and documentation to comply with the current and previous versions of Title 24
- Research and feasibility study for replacement of a diesel-powered emergency generator with a hydrogen-powered emergency generator