

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ___ day of _____, 2020, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (CITY), and Stantec Architecture, Inc. (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated April 19, 2018, for professional architectural and engineering consulting services for the Fresno Area Express Facility Improvement Project (Agreement); and

WHEREAS, the parties entered into a First Amendment to Agreement on November 29, 2018, for the purpose of expanding the scope of services performed by CONSULTANT (First Amendment); and

WHEREAS, the parties entered into a Second Amendment to Agreement on August 23, 2019, separating the HVAC relocation as a stand-alone project (Second Amendment); and

WHEREAS, the parties entered into a Third Amendment to Agreement on November 7, 2019, to revise the original scope of work of the Agreement to include additional services related to the redesign of the service to coordinate the PG&E EV Fleet Program; and

WHEREAS, the parties entered into a Fourth Amendment to the Agreement to revise the original scope of work of the Agreement to include additional services related to the revised scope and design for the Bus Wash, Annex building, Administration building ADA bathroom upgrades, redesign of Administration building emergency power, and structural additions to the bus wash canopy; and

WHEREAS, the parties now seek to revise the original scope of work of the Agreement to include additional services related to the EV Fleet charger power distribution to the Bus Chargers to allow for 150KW chargers and connect to multiple dispensers in the future and a charge management system; and

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

WHEREAS, the parties now desire to add services to the original agreement for engineering and design services.

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 Amendment shall be a total fee not to exceed \$15,294.00.

3. In the event of any conflict between the body of this Fifth 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 Forth Amendment shall be null and void.

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

[SIGNATURE PAGE TO FOLLOW]

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

STANTEC ARCHITECTURE, INC.,
A North Carolina corporation

Gregory A. Barfield, Director
Department of Transportation

By: 

Name: H. Joshua Gould

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Vice President
(Chairman/Pres/Vice Pres.)

By: 

Name: Patrick M. McKelvey

By:  11-24-20
For Kristi Costa Date
Deputy City Attorney

Title: Sp. Principal
(CFO/Secretary/Treasurer)

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy

Addresses:

CONSULTANT:

CITY:

City of Fresno
Attention: Brian Cetti, Cap Dev
Specialist 2223 G Street
Fresno, CA 93706-1675
Telephone: (559) 621-1440

Stantec Architecture, Inc.
Attention: Amy Chang, Senior Associate
523 West 6th Street, Suite 1200
Los Angeles, CA 90014-1218
Telephone: (213) 955-3506
Mobile: (213) 952-5232

Attachment:

A: Additional Scope of Services

Attachment A

Additional Scope of Services
Consultant Service Forth Amendment to Agreement between City of Fresno ("City") and
Stantec Architecture, Inc. ("Consultant")

Fresno Area Express Facility Improvements

Consultant shall perform each of the tasks described below.

Scope of Work

The below scopes of work reflects the scopes designed by FAX as well as the proposal letters from Stantec dated October 29, 2020 to provide:

Revised Scopes of Work and Redesign of EV Fleet Charge Management System:

- Provide research and update the project specifications to allow for three charger manufacturers to be included in the project.
- Allow "Or Equal" in spec with provisions for manufacturer to cover all design costs for changes required for their product.
- Change power distribution to chargers to allow for 150KW size.
- Provide design to allow for chargers to connect to multiple dispensers in the future. Chargers will be chosen that have this option.
- Provide specification for charge management system to limit charge capacity to the installed distribution capacity.
- Buy America provisions shall apply for all scope items in excess of \$150,000 for the Contractor.

Compensation

Compensation for the completion of the scope of work associated with the additional scopes and plan revisions is not to exceed \$15,294.00.

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

- 100% Construction Document Package (drawings and technical specification) for FAX to review and comments. All review comments should be issued as one consolidated document. This package will also be submitted to Authorities Having Jurisdiction (AHJ) for plan check and approval.
- 100% Bid Package (drawings and technical specification). Stantec will not proceed to 100% until all comments are received and addressed.
- Stantec will provide one probable construction cost estimate based on the 95% Construction Document Package
- Stantec will provide responses to contractor Requests for Information (RFI's) during procurement and construction phases
- Stantec will provide Record Drawings based on the contractor generated construction as-built documents