

**Regular Council Meeting**  
**September 29, 2022**

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**FRESNO CITY COUNCIL**



**Supplemental Packet**

**ITEM(S)**

**1-NN (ID 22-1285)**

Approve the Sixth Amendment to the professional consultant agreement with Stantec Architecture, Inc., to incorporate additional design due to differing as-built conditions, future facility needs, and project grant and compliance requirements for the Department of Transportation/Fresno Area Express Division Facility Improvement Project in the amount of \$19,467.00 and authorize the Director of Transportation or designee to execute all related documents

**Contents of Supplement:**

Agreement for Stantec Architecture

**Item(s)**

**Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

**Americans with Disabilities Act (ADA):**

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

## **SIXTH AMENDMENT TO AGREEMENT**

THIS SIXTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 18 day of August, 2022, 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 Agreement on February 27, 2020, to revise the original scope of work of the Agreement to include additional services related to revised design for the Bus Wash, Annex building, Administration building ADA bathroom upgrades, redesign of Administration building emergency power, and structural additional to the bus wash canopy; and

WHEREAS, the parties entered into a Fifth Amendment to Agreement on December 10, 2020, 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, the parties now seek to revise the original scope of work of the Agreement to include additional services related to descoping the existing photovoltaic system requirements, provide for new in-ground infrastructure for a revised future photovoltaic system, and revise electrical requirements to allow for upsizing of equipment for future system expansion; and

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

WHEREAS, with entry into this Amendment, Consultant agrees that it has no claim, demands, or disputes against 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 Amendment shall be a total fee not to exceed \$19,467.00.

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

4. Except as otherwise provided herein, the Agreement, First, Second, Third, Fourth, and Fifth 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.

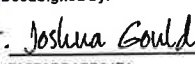
CITY OF FRESNO,  
A municipal corporation

STANTEC ARCHITECTURE, INC.,  
A North Carolina corporation

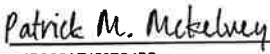
By: \_\_\_\_\_  
Joe Vargas, Director Department  
of Transportation

APPROVED AS TO FORM:  
RINA M. GONZALES  
Interim City Attorney

By:  8/18/22  
Angela M. Karst Date  
Deputy City Attorney

DocuSigned by:  
By:   
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Name: H. Joshua Gould

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

DocuSigned by:  
By:   
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Name: Patrick M. McKelvey

Title: Senior Principal  
(CFO/Secretary/Treasurer)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_

Addresses:

CITY:

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

CONSULTANT:

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 scope of work reflects the scopes designed by FAX as well as the proposal letters from Stantec dated July 12 and July 26, 2022, to provide:

**Revised Scopes of Work**

1. Ten hours for meetings and coordination with FAX and PG&E.
2. Increase size of switchgear BWHDB to 1000A to accommodate for future power loads.
3. Increase size of circuit breaker for BWHDB in MSB1A to 1000A.
4. Revise Single Line Diagram and plans to reflect the addition of a 600A circuit breaker for future Hydrogen system.
5. Increase existing spare breaker size for future employee EV charging.
6. Increase size of switchgear BWHDB to 1000A to accommodate for future power loads.
7. Design for addition of a 200A spare breaker in BWHDB for future power loads.
8. Additional Submittal review per new design scope.
9. Six hours for meetings and coordination with FAX and Photovoltaic (PV) vendor.
10. Revise Single Line Diagram and plans to reflect the removal of current PV system switchboard PVHDB.
11. Revise Single Line Diagram and plans to show that the current MSB-B bus tap becomes NIC and to be provided by others.

**Compensation**

- Compensation for the completion of the scope of work associated with the additional scopes and plan revisions is not to exceed \$19,467.00.

**Period of Performance**

Completion of the above scope of work is to coincide with existing deliverables and timeline presented within each scope change line item commensurate with the ongoing construction project deadlines.

**Deliverables**

1. Updated Single Line Diagram, drawing E-002.
2. Update floor plan E-123
3. Update Site Enlarged Elect. Equipment Yard E-401.
4. Updated Single Line Diagram, drawing E-002.
5. Update Site Enlarged Elect. Equipment Yard E-401.