

SEVENTH AMENDMENT TO AGREEMENT

THIS SEVENTH AMENDMENT TO AGREEMENT (Seventh Amendment) made and entered into as of this 2nd day of May, 2024, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (CITY), and Stantec Architecture, Inc., a North Carolina corporation (CONSULTANT). CITY and CONSULTANT are collectively referred to as Parties.

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, dated November 29, 2018 for the purpose of expanding the scope of services performed by CONSULTANT [to provide engineering services necessary to replace the administration building HVAC equipment, and expand security requirements with increased fee of \$81,656.00 (First Amendment); and

WHEREAS, the Parties entered into a Second Amendment to Agreement, dated August 23, 2019 separating the HVAC relocation as a stand-alone project with increased fee of \$56,077.00(Second Amendment); and

WHEREAS, the Parties entered into a Third Amendment to Agreement, dated 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 [with increased fee of \$73,987.00 (Third Amendment); and

WHEREAS, the Parties entered into a Fourth Amendment to Agreement, dated 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 with increased fee of \$81,656.00 (Fourth Amendment); and

WHEREAS, the Parties entered into a Fifth Amendment to Agreement, dated 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 with increased fee of \$81,656.00 (Fifth Amendment); and

WHEREAS, the Parties entered into a Sixth Amendment to the Agreement, dated August 18, 2022 to revise the original scope of the work agreement to include additional services to allow for revisions to the project design that provide for a larger Photovoltaic (PV Solar) system to be constructed via a separate contract and for the upsizing of the

currently planned electrical switchgear to allow for future equipment expansion at the FAX Fuel Island and Annex Building with increased fee of \$19,467.00 (Sixth Amendment); and

WHEREAS, the Parties now seek to revise the original scope of work of the Agreement to include additional services related to extended oversight of temporary power installation, oversight of all remaining building finishes, startup of bus washing equipment, bus wash vacuum equipment final commissioning, and oversight and coordination of PG&E installation of power for the project, continuing attendance at weekly meetings with the contractor and City Construction Management, and on-site inspections for all remaining punch list items;

WHEREAS, the Parties desire to increase CONSULTANT'S compensation by \$165,000, for a total contract value of \$1,524,548.99; 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 \$165,000.00.

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

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

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

APPROVED AS TO FORM
ANDREW JANZ
City Attorney

By: Sukhman S. Sekhon 16/2024
6917A7D9D8364A9...
Sukhman S. Sekhon Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Brian Cetti
Project Manager
2223 G Street
Fresno, CA 93706-1675
Phone: (559) 621-1440

STANTEC ARCHITECTURE, INC.,
a North Carolina corporation

By: Joshua Gould
DocuSigned by:
4795E3DBABB0471...
Name: Joshua Gould

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

By: Patrick McKelvey
DocuSigned by:
4D3C2AE4587C4BB...
Name: Patrick McKelvey

Title: Senior Principal
(CFO/Secretary/Treasurer)

CONSULTANT:

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

Attachment: A: Additional Scope of Services

Attachment A

Additional Scope of Services Consultant Service Seventh 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 February 23, 2024, to provide:

Revised Scopes of Work

- Complete installation of storm water filtration system – 4/01/2024
- Complete all the temporary power installation - 4/15/2024
- Complete all finishes once temp power is complete - 5/30/2024
- Complete bus wash and start up less the blowers – 5/30/2024 (the blowers will be part of the final work when permanent power is in)
- Complete bus wash parapet and roofing – 5/30/2024
- Complete bus wash vacuum system less items requiring permanent power – 5/30/2024
- Finalize installation of PG&E power into site including associated submittal reviews and attendance at coordination meetings - Final Punch 2026
- Complete all switchgear installation and change over to permanent power - Final Punch 2026
- Building will not be occupied until permanent power is complete - Final Punch 2026
- Continue responding to construction requests for information (RFI) – Ongoing through 2026
- Continue to review and respond to construction submittals – Ongoing through 2026
- Representatives on site for additional punch list walks - Ongoing through 2026
- Ongoing meetings with Contractor, FAX, and Construction Management through 2026 project closeout

Compensation

- Compensation for the completion of the scope of work associated with the additional scopes and plan revisions is not to exceed \$165,000.00.
- The total fee compensation of the Agreement, including the above mentioned additional scope of work is not to exceed \$1,524,548.99.

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.