

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, amends the Agreement theretofore entered between the CITY OF FRESNO, a California municipal corporation (CITY), and ELECTRICAL POWER SYSTEMS, INC., a California corporation, (CONSULTANT).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an agreement on October 26, 2018, (Agreement) to provide professional engineering services for the design and general construction contract documents for the Design of Substation Expansion at the Regional Wastewater Reclamation Facility (Project) for a total fee not to exceed \$177,003, and a contingency in the amount of \$10,000; and

WHEREAS, a First Amendment to the Agreement was executed on December 18, 2020, to expand the scope of work to include consultation related to the CITY's Solar Energy Project for an amount of \$5,000 from the existing \$10,000 contingency bringing the total fee to \$182,003, in order to complete the expanded Scope of Work; and

WHEREAS, City and Consultant desire to expand the scope of work to include additional design work related to the intertie between the CITY's existing Substation Expansion and the CITY's ForeFront Solar Energy Project increasing Consultant's compensation by an additional \$20,242 for a total fee of \$202,245, in order to complete the expanded Scope of Work; and

WHEREAS, with entry into this Amendment, the CONSULTANT agrees it has no claim, demand, or dispute against the CITY.

### **AGREEMENT**

NOW, THEREFORE, the CITY and the CONSULTANT agree that the aforesaid Agreement be amended as follows:

1. **Exhibit A** of the Agreement is amended to expand the scope of services indicated in **Exhibit A3**, attached hereto and incorporated herein by reference.
2. Section 3(a) of the Agreement is amended in its entirety to read as follows:  
“(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Two Hundred Two Thousand Two Hundred Forty-Five Dollars (\$202,245), paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A, and a contingency amount not to exceed Zero Dollars (\$0) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”

2. Except as otherwise provided herein, the Agreement entered into by the CITY and the CONSULTANT, dated October 26, 2018, remain in full force and effect.

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

CITY OF FRESNO,  
A municipal corporation

Electrical Power Systems, Inc.,  
A California corporation

By: \_\_\_\_\_  
Brock D. Buche, PE, PLS,  
Interim Director  
Department of Public Utilities

DocuSigned by:  
By: Joseph Prevendar 5/10/2022  
DD0A10CF A21240F...  
Name: Joseph Prevendar

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: President  
(If corporation or LLC., Board  
Chair, Pres. Or Vice Pres.)

DocuSigned by:  
By: Kristi Costa 5/10/2022  
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Kristi Costa Date  
Deputy City Attorney

DocuSigned by:  
By: Theresa Hagans 5/10/2022  
AA9100EFC0F040D...  
Name: Theresa Hagans

ATTEST:  
TODD STERMER, CMC, MMC  
City Clerk

Title: Secretary  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

By: \_\_\_\_\_  
Clerk Attesting  
Deputy Date

Attachment: Exhibit A3

## **EXHIBIT A3**

### **ADDITIONAL PROFESSIONAL SERVICES**

#### Scope of Services

#### RWRF SUBSTATION AND SOLAR ENERGY PROJECT INTERTIE CONNECTION DESIGN

1. Design of City's Solar Power Project connection to existing Substation and with the new Substation Expansion Project. Scope of services include construction documents including City plan check requirements, coordination with project team and bidding assistance.