

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 18TH day of DECEMBER 2020, 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 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, the City desires to expand the scope of work to include consultation related to the CITY's Solar Energy Project; and

WHEREAS, it is agreed that \$5,000 of the existing \$10,000 contingency will be specifically allocated for consultation work related to the Solar Energy Project; 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 A2**, 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 One-Hundred Eighty-Two Thousand Three Dollars (\$182,003), 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 Five Thousand Dollars (\$5,000) 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: Michael Carbajal
Michael Carbajal, Director
Department of Public Utilities

By: Joe Prevender
Name: Joe Prevender

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: Kristi Costa 12/17/2020
Kristi Costa Date
Deputy City Attorney

By: Theresa Hagans
Name: Theresa Hagans

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

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

By: Beth G. Chavez 12/18/2020
Beth G. Chavez Date
Deputy

Attachment: Exhibit A2

EXHIBIT A2

ADDITIONAL PROFESSIONAL SERVICES

Scope of Work

SOLAR ENERGY PROJECT REVIEW

1. Consultant shall review solar project drawings as related to the existing substation project and provide other information that may be necessary within the approved budget to determine conflicts with existing and future RWRP utilities.