

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 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 CITY seeks to make use of newly awarded FTA 5339 funds for deferred maintenance projects; and

WHEREAS, the CITY seeks to revise the original scope of work of the Agreement to include work related to the HVAC relocation for the Fresno Area Express (FAX) Administration building and the expansion of the low voltage scope of work for the project; and

WHEREAS, CITY and CONSULTANT 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 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 \$105,077.75, except at the risk of the Consultant.

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

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated July 31, 2016, remains in full force and effect.

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

\_\_\_\_\_  
Gregory Barfield, Interim Director  
Department of Transportation

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  Date: 11/7/18  
Amanda Freeman, Senior Deputy

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

Addresses:

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

Attachments:  
Attachment A: Additional Scope of Services

STANTEC ARCHITECTURE, INC.,  
A North Carolina corporation

By:   
Name: N. Joshua Gould

Title: Vice President  
(Vice Pres.)

By:   
Name: Patrick McKelvey

Title: Senior Principal

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

## **Attachment A**

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

#### Fresno Area Express Facility Improvements Project Title

Consultant (Stantec Architecture, Inc., a North Carolina corporation) 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 October 1, 2018 for Low Voltage and September 7, 2018 for HVAC.

#### **HVAC Relocation**

- Existing HVAC equipment located in the employee parking lot shall be removed and new equipment shall be provided on the Administration Building second floor roof top. Design of new equipment and incorporation into existing system shall be provided by Stantec.
- Provide structural analysis of existing roof top structure and provide reinforcing/modifications as necessary to support new equipment.
- Extent of design services shall not trigger Title 24 requirements for building envelope.
- Buy America provisions shall apply for all scope items in excess of \$150,000 for the Contractor.

#### **Low Voltage Scope Expansion**

- WIFI: Provide pathways and infrastructure for WAPs for future use by City.
- Access control devices with ties to City network.
  - Design and document Access Control system and card reader locations.
  - Design that system to connect to City Network
- Pathways for OFOI security devices.
  - Doors, motion sensors
- Silent alarm at the Fare Counting Room with notification to FAX dispatch.
- Design Telecommunications Room to support all Low Voltage systems.
- Design, document and coordinate conduit pathways for future build out (roof, wash area, parking).
- Design Security Cameras: Design standalone CCTV system with servers and storage which would connect to the City Network.

- Fare Counting Room
- Vault Room
- Above mobile vaults in bus wash
- Break Room
- Hall to Data Room
- Electric Room
- Building corners
- Design upgrade of existing coax cameras
  - New IP cameras for parking lot and entry gate.
  - Infrastructure for future cameras for light poles
  - Gates design include:
    - RFID system for bus entry
    - Data to guard shack
    - Data for gate controls
    - Intercom to dispatch
- Design, document and specify RFID and intercom for bus entry
- Bus Wash Genfare Vault System: Design security and data system to support Genfare system.

### **Compensation**

- Compensation for the completion of the scope of work associated with the HVAC Relocation is not to exceed \$63,338.57.
- Compensation for the completion of the scope of work associated with the Low Voltage Scope Expansion is not to exceed \$41,739.18.
- The new contract total, including the above mentioned additions to the scope of work, for Stantec Architecture, Inc. is \$1,113,067.99.

### **Period of Performance**

Completion of the above scope of work is to coincide with existing deliverables and timelines for the FAX Employee Parking Lot Redesign, Bus Wash, and Vault Room Expansion.

### **Deliverables:**

- One (1) draft airborne noise and vibration report
- One (1) final airborne noise and vibration report
- Drawings and details consistent with the needs of the Facilities Improvement Project plans and specifications
- Revisions and corrections as necessary to complete City required plan checks and reviews
- Estimate of construction costs