

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Electrical Power System, Inc. (EPS), ("CONSULTANT").

### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated August 25, 2014, for electrical engineering and design consulting services for security lighting around the Department of Transportation parking lot ("Agreement"); and

WHEREAS, CITY and CONSULTANT entered into a First Amendment to the Agreement on December 15, 2014 ("First Amendment"), in which the parties agreed upon additional services to be completed by CONSULTANT; and

WHEREAS, CONSULTANT has started Part Three of the Agreement; and

WHEREAS, to finalize design and support construction of the compressed natural gas ("CNG") electrical service upgrade and fire and life safety systems project components, additional professional services are required; and

WHEREAS, CITY and CONSULTANT now desire to add time to the original agreement for bid and construction support for the CNG electrical service and fire and life safety systems upgrades, therein, by requiring additional services.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, 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 outlined in Attachment A is 280 days from the effective date of this Second Amendment.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement and this Amendment shall be a total fee of \$85,052.

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 August 25, 2014, 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

EPS,  
Electrical Power System, Inc.,

\_\_\_\_\_  
Brian Marshall, Director  
Department of Transportation/FAX

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Brian Barr, Capital Development  
Specialist  
Department of Transportation/FAX

By: \_\_\_\_\_  
Amanda B. Freeman     Date  
Deputy

Addresses:  
CITY:  
City of Fresno Dept. of Transportation  
Attention: Brian Barr,  
Project Manager  
2223 G Street  
Fresno, CA 93706-1675  
Telephone: (559) 621-1418  
FAX: (559) 498-4957

CONSULTANT:  
Electrical Power System, Inc. (EPS)  
Attention: Joe Prevendar  
President  
4049 N. Fresno Street  
Fresno, CA 93726-4004  
Telephone: (559)221-7230  
FAX: (559)221-0507

Attachment: Attachment "A" - ADDITIONAL Work Requested Under the Contract  
Scope of Work

**ELECTRICAL ENGINEERING AND DESIGN CONSULTING SERVICES FOR BID AND CONSTRUCTION SUPPORT OF CAPITAL PROJECTS**

Attachment "A"

Additional Scope of Services

Consultant Service Second Amendment to Agreement between City of Fresno ("City") and Electrical Power System, Inc. (EPS), ("Consultant")

Electrical Engineering and Design Consulting Services

Project Title

Consultant (Electrical Power System, Inc. (EPS), a California corporation) shall perform each of the tasks described below.

The consultant fee to provide additional design services is itemized as follows:

| <b>Project Fee<br/>Bidding Phase</b>   |                       |                    |
|--|-----------------------|--------------------|
| <b>Item</b>  | <b>Classification</b> | <b>Total Cost</b>  |
| 1  | Electrical Engineer   | \$ 5,640.00        |
| 2  | Field Technician      | 1,280.00           |
| 3  | Drafting Technician   | 976.00             |
| 4  | Clerical              | 170.00             |
|  | <b>Sub-total</b>      | <b>\$ 8,066.00</b> |
| Task descriptions: Assist City in obtaining bids for CNG electrical service upgrades and fire alarm upgrades, communicate via official correspondence with bidders, provide technical assistance, prepare addenda, revise construction documents if bids are 10% more than estimated, review bids, prepare all necessary technical documents required for a successful bid including explanation of bid items. |                       |                    |
| <b>Fire Alarm Construction Support</b>   |                       |                    |
| 5  | Electrical Engineer   | \$ 4,700.00        |
| 6  | Drafting Technician   | 2,440.00           |
| 7  | Clerical              | 85.00              |
|  | <b>Sub-total</b>      | <b>\$ 7,225.00</b> |
| Task descriptions: Assist City in obtaining bids, communicate via official correspondence with bidders, provide technical assistance, prepare addenda, revise construction documents if bids are 10% more than estimated, review bids, prepare all necessary technical documents required for a successful bid, review shop drawings, respond to Requests for Information, etc.                                |                       |                    |

| <b>Construction Phase and General Contract Administration</b>   |                     |                     |
|---|---------------------|---------------------|
| 8   | Electrical Engineer | \$ 6,580.00         |
| 9   | Field Technician    | 1,280.00            |
| 10  | Drafting Technician | 1,952.00            |
| 11  | Clerical            | 170.00              |
|   | <b>Sub-total</b>    | <b>\$ 9,982.00</b>  |
| Task descriptions: Attend pre-construction conference, shop drawing and submittal review, RFI responses, clarifications, review change orders, if necessary, assist City with payment estimates and other construction reports, conduct three site inspections, and prepare record drawings for all projects designed by EPS. |                     |                     |
|   |                     |                     |
| <b>Grand Total</b>  |                     | <b>\$ 25,273.00</b> |