

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2014, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (“CITY”), and Electrical Power System, Inc., (EPS), a California corporation (“CONSULTANT”).

**RECITALS**

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”);

CONSULTANT has started Part One of the Agreement; and

CITY and CONSULTANT now desire to add time to the original agreement for the LED Security Lighting Project, 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 Part 2 of the Agreement is 28 days.

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 \$59,779.

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.

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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

Electrical Power System, Inc.,  
a California corporation

\_\_\_\_\_  
Brian Marshall,  
Director of Transportation  
Fresno Area Express/  
Transportation Department

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:

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

\_\_\_\_\_  
Kathleen Healy, Administrative Manager  
Fresno Area Express/  
Transportation Department

Addresses:  
CITY:  
City of Fresno  
Attention: Arnulfo L. Napoles,  
Project Manager  
2223 G Street  
Fresno, CA. 93706-1675  
Telephone: (559)621-1450  
FAX: (559)448-9415

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 Scope of Services

ELECTRICAL ENGINEERING AND DESIGN CONSULTING SERVICES FOR THE  
LED LIGHTING UPGRADE AT THE DEPARTMENT OF TRANSPORTATION, IN  
COMPLIANCE WITH TITLE 24 REQUIREMENTS

**Attachment “A”**

Additional Scope of Services

Consultant Service First 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:

Project Fee			
Item	Task	Task Description	Total Cost
1	Electrical Engineer	Determine what is needed to meet Title 24 compliance	\$1,175.00
2	Field Technician/Designer	Project manager	\$6,080.00
3	Drafting Technician	Draft CAD drawing per engineer/project manager	\$3,450.00
4	CAD Adder	Work other than CAD Drawing	\$210.00
Total			\$10,915.00