

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 4th day of June 2024, amends the Agreement entered into 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, a Second Amendment to the Agreement was executed on June 10, 2022, for 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, City and Consultant now desire to modify the scope of work therein by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 240 calendar days following execution of this Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$49,076.

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 October 26, 2018, remains in full force and effect.

[Signatures follow on the next page.]

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

By: 

FRANCISCO V. MAGOS II, PE.
MBA, QSD
Assistant Director
Capital Projects Department

Electrical Power Systems, Inc.,
a California corporation

By: 

Name: Joseph Prevendar, P.E.

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

By: 

Name: Theresa Hagans

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: 

Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: 

Christine Charitar
Deputy City Attorney

Date 5.10.24

REVIEWED BY:


Sarah Lambeth

Senior Management Analyst
Capital Projects Department

Addresses:
CITY:
City of Fresno

Attention: Samuel C. Nadores, PE
Licensed Professional Engineer
747 R Street Fresno, CA 93721
Telephone No. 559-621-8838

CONSULTANT:
Electrical Power Systems, Inc.
Attention: Joseph Prevendar, PE
President
2187 Herndon Ave. Suite 102
Clovis, CA 93611
Telephone No. (559) 221-7230
FAX: (559) 221-0507

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Third Amendment to Agreement between City of Fresno (City) and Electrical Power Systems, Inc. (Consultant)

The Design of Substation Expansion at the Regional Wastewater Reclamation Facility (RWRf) Additional Scope of Services includes, but is not limited to the following tasks: (1) solar protection design, PG&E coordination of required testing and commissioning; (2) battery sizing calculations, battery cost proposals analysis, installation design, coordination of PG&E required load test; and (3) design of installation of SEL protective relay for feeder breaker for new PG&E alternate feed location, engineering assistance in relay installation by electrical contractor, and providing coordination study and relay setting.

Compensation for all services described above shall be as noted in the Third Amendment to Agreement. Fees will be billed monthly in accordance with work completed.

Third Amendment Compensation

Professional services fee for expanded scope	\$49,076.00
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Second Amendment Compensation

Professional services fee per Second Amendment (Design of Substation and Solar Energy Project intertie)	\$20,242.00
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First Amendment Compensation

Professional services fee per First Amendment (Review of Solar Energy Project drawings)	\$ 5,000.00
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Original Contract Amount

Professional services fee per original contract	<u>\$177,003.00</u>
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Total Amended Contract Amount:	\$251,321.00
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Schedule

Time allotted to complete amended contract:	240 Calendar days
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