

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") made and entered into as of this _____ day of _____, 2019, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Genfare, a division of SPX Corporation, a Delaware corporation ("CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an agreement, dated January 13, 2017, for a Bus Rapid Transit Fare Collection System (the "Original Contract", and as amended by the First Amendment, the "Agreement"); and

WHEREAS, the Bus Rapid Transit Fare Collection System is a portion of the federally funded Bus Rapid Transit Project, with improvements to the Blackstone Avenue and Ventura Avenue/Kings Canyon Corridors; and

WHEREAS, the parties entered into a First Amendment to the Agreement on March 27, 2018 ("First Amendment"), in which both parties agreed upon revisions to the scope of work to be completed by the CONTRACTOR allowing for the purchase of product and required licenses, providing a reduction in the quantity and services performed, and release from certain requirements and liabilities stated in the Agreement; and

WHEREAS, the Bus Rapid Transit Ticket Vending Machine located at El Paso and Blackstone Avenue was struck by a vehicle and requires replacement; and

WHEREAS, the parties seek a Second Amendment to the Agreement to procure additional Ticket Vending Machines to replace the damaged unit and secure a spare for future use.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as Follows:

1. CONTRACTOR shall provide services and materials as described in **Attachment A**, attached hereto and incorporated herein by reference.
2. CONTRACTOR'S sole compensation for performance under this Second Amendment shall be an amount not to exceed \$116,603.79.


3. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second Amendment shall control and take precedence over the Attachment.
4. Except as otherwise provide herein, the Agreement and First Amendment entered into by the City and Contractor remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

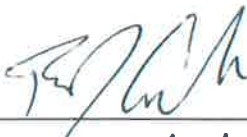
CITY OF FRESNO,
a municipal corporation

Genfare, a division of SPX Corporation
a Delaware Corporation

Gregory Barfield,
Director of Transportation
Fresno Area Express/
Transportation Department

By: 
Name: Eric Kaled
Title: President

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  8/30/19
Name: Ben Andrews
Title: _____

By: _____
Deputy

Title: _____
(CFO/Secretary/Treasurer)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  8/30/19
Amanda B. Freeman Date
Senior Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Belinda McMilan,
Administrative Manager
2223 G Street
Fresno, CA. 93706-1675

Contractor
Genfare, a division of SPX Corporation
Attention: Daniel Gorey
Sales Manager – Western Region
800 Arthur Ave
Elk Grove Village, IL 60007

Attachment A

Attachment A
Addition to Scope of Work
Second Amendment to Product Purchase and Installation Contract between City
of Fresno (“City”) and SPX Corporation (“Contractor”)
BUS RAPID TRANSIT FARE COLLECTION SYSTEMS

The contractor and City agree to the following amendment to the scope of work in the Agreement and shall comply with such requirements as amended to the Agreement.

1. CONTRACTOR will provide Two (2) Vendstar IV TVM (Ticket Vending Machine), which will include smart card dispensing TRiM, smart card module, and change card dispenser.
2. CONTRACTOR will deliver and complete installation of one (1) TVM (as described in Section 3 below) within 120 days once approval from the City has been received. Installation will include all labor, materials, network connectivity, configurations, programming, start-up, and commissioning as described in the Agreement. Contractor will work with FAX personnel to schedule installation. If Contractor is unable to meet the timeline set forth in this Section due to delayed response by the City, scheduling limitations of the City or City’s delayed or lack of compliance with Section 5 below, Contractor shall not be in breach of this Second Amendment and such timeline shall be appropriately extended.
3. CONTRACTOR will deliver and install one (1) TVM at the El Paso southbound BRT station and the remaining TVM will be delivered to FAX for use as a spare at the following address:

City of Fresno
2223 G Street
FAX Maintenance – ATTN: Orié Rubalcava
Fresno, CA 93706

A forty-eight (48) hour notice will be given prior to delivery and deliveries are to be made between the hours of 7:00 A.M. and 2:00 P.M. and during regular City of Fresno working days.

4. CONTRACTOR will deliver the damaged TVM, removed from El Paso southbound BRT station, to the address listed in Section 3 above.
5. The City shall be responsible for coordinating any traffic control changes, coordinating with other City departments, and obtaining any permits required for the Contractor to offload the TVMs, install the one (1) TVM, and load the damaged TVM for removal as set forth in this Second Amendment. The City shall bear any costs associated with obtaining any required permits or other fees associated with ensuring Contractor is legally allowed to offload the TVMs, install the one (1) TVM, and load the damaged TVM for removal as set forth herein.
6. CONTRACTOR shall invoice for 100% payment upon delivery of the spare TVM. Furthermore, Contractor shall invoice for 80% payment upon delivery and 20%

following installation of the one (1) TVM to be installed. The City shall remit payment within normal course of City's business upon City's receipt of an invoice from CONTRACTOR.