

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("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 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");

WHEREAS, the parties entered into a First Amendment to Agreement on November 29, 2018 for the purpose of expanding the scope of services performed by CONSULTANT ("First Amendment");

WHEREAS, the parties entered into a Second Amendment to Agreement on August 23, 2019 separating the HVAC relocation as a stand-alone project ("Second Amendment");

WHEREAS, the electric utility, PG&E has approached the City with an opportunity to enroll in the EV Fleet Program;

WHEREAS, the parties now seek to revise the original scope of work of the Agreement to include additional services related to the redesign of the service to coordinate the PG&E EV Fleet Program;

WHEREAS, CONSULTANT desires to perform such additional services as set forth herein; and

WHEREAS, the parties 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 now 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 \$73,987.00.

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

4. Except as otherwise provided herein, the Agreement, First and Second Amendment remain 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

STANTEC ARCHITECTURE, INC.,
A North Carolina corporation

Gregory A. Barfield, Director
Department of Transportation




APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Name: H. Joshua Gould

Title: Vice President
(Chairman/Pres/Vice Pres.)

By:  Date: 10-21-17
John Hastrup, Deputy

By: 

Name: Patrick M. McKelvey

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Title: Senior Principal.
(CFO/Secretary/Treasurer)

By: _____
Deputy

Addresses:

CITY:

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

CONSULTANT:

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

Attachment:
A: Additional Scope of Services

Attachment A

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

Fresno Area Express Facility Improvements

Consultant 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 September 5, 2019 to provide:

Redesign 12KV Primary Service for Electrical Vehicle (EV) Chargers Project

- Stantec will revise the electrical infrastructure design based on the fact PG&E will provide 12KV primary service to FAX. The design will include required disconnects, switch gear, transformer, panels etc.
- Stantec will revise and increase the EV infrastructure to accommodate 23 electrical bus chargers.
- Bus charging revisions will include revise single line diagram, 12KV switchgear addition, charging equipment layout modifications and details.
- Junction boxes and/or empty conduits will be provided for future connections for generators and solar PV interconnections to the 12KV switchboard.
- Stantec will revise the EV charger design to allow multiple vendors.
- Stantec will provide updated construction cost estimates for the project.
- Revisions to the site 12KV Primary Service for Annex and Bus Wash Buildings due to change in Bus Charge service point. Scope includes interception of the 12 KV line with connection at site junction cabinet or new 12KV pull box.
- Three meetings to meet with PG&E at FAX site upon completion of 95% Construction Document package.
- Buy America provisions shall apply for all scope items in excess of \$150,000 for the Contractor.

Compensation

- Compensation for the completion of the scope of work associated with the redesign of the 12KV Primary for Electrical EV Chargers project is not to exceed \$73,987.

Period of Performance

Completion of the above scope of work is to coincide with existing deliverables and timeline for the design and execution of the project. After Design NTP, 95% Plan Design, 100% Plan Design, Construction Plan Check.

Deliverables

- 95% Construction Document Package (drawings and technical specification) for FAX and PG&E to review and comments. All review comments should be issued as one consolidated document. This package will also be submitted to Authorities Having Jurisdiction (AHJ) for plan check and approval.
- 100% Bid Package (drawings and technical specification). Stantec will not proceed to 100% until all comments are received and addressed.
- Stantec will provide one probable construction cost estimate based on the 95% Construction Document Package
- Stantec will provide responses to contractor Requests for Information (RFI's) during procurement and construction phases
- Stantec will provide Record Drawings based on the contractor generated construction as-built document.