

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND 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"); and

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"); and

WHEREAS, the CITY now seeks to make use of newly awarded FTA 5339 funds for deferred maintenance projects; and

WHEREAS, the parties now seek to revise the original scope of work of the Agreement to include additional services related to the HVAC relocation for the Fresno Area Express (FAX) Administration; and

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 \$56,077.00.

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 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 Second Amendment shall be null and void.

4. Except as otherwise provided herein, the Agreement and First Amendment remain in full force and effect.

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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

\_\_\_\_\_  
Gregory Barfield, Director  
Department of Transportation

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  Date: 7/31/19  
Amanda Freeman, Senior Deputy

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

Addresses:

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

Attachments:

Attachment A: Additional Scope of Services

STANTEC ARCHITECTURE, INC.,  
A North Carolina corporation

By:   
Name: H. Joshua Gould

Title: Vice President

By: 

Name: Patrick M. McKelvey

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

CONSULTANT:

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

## **Attachment A**

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

#### **Fresno Area Express Facility Improvements**

Consultant (Stantec Architecture, Inc., a North Carolina corporation) 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 June 25, 2019 to provide a separate HVAC package

#### **HVAC Relocation Stand-Alone project**

- Existing HVAC equipment located in the employee parking lot shall be removed and new equipment shall be provided on the Administration Building second floor roof top. Design of new equipment and incorporation into existing system shall be provided by Stantec.
- Provide structural analysis of existing roof top structure and provide reinforcing/modifications as necessary to support new equipment.
- Extent of design services shall not trigger Title 24 requirements for building envelope.
- 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 HVAC Stand-Alone project is not to exceed \$56,077.00.
- The new contract total, including the above mentioned additions to the scope of work, for Stantec Architecture, Inc. is \$1,169,144.99.

#### **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. Design NTP 8/16/2019, 95% Plan Design 9/9/2019, 100% Plan Design 9/30/2019, Construction Plan Check 11/11/2019, Construction NTP 1/31/2020

**Deliverables:**

- 95% HVAC Package (drawings and technical specification) for FAX to review and comment
- 100% HVAC Package (drawings and technical specification) for FAX to submit to Authorities Having Jurisdiction (AHJ) for review and approval
- Stantec will provide one probable construction cost estimate based on the 95% HVAC 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.