

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 28th day of May 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (CITY), and FirstCarbon Solutions, a California corporation (CONSULTANT).

RECITALS

CITY and CONSULTANT entered into an Agreement, dated January 15, 2016, for professional Environmental Construction Monitoring services for the Fulton Mall Reconstruction Project (Agreement); and

CITY and CONSULTANT entered into a First Amendment dated June 16, 2016, to increase the scope of services for a fee not to exceed \$85,000 (First Amendment);

CITY and CONSULTANT entered into a Second Amendment dated May 3, 2017, to increase the scope of services for a fee not to exceed \$9,000 (Second Amendment); and

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.
2. The term of the Agreement is extended to 776 Days and the Completion date changed from May 28, 2017 to February 28, 2018.
3. CONSULTANT sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a fee not to exceed \$42,200, paid on a time-and-materials basis in accordance with the Agreement.
4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated January 15, 2016, and amended on June 16, 2016, and on May 3, 2017, remain in full force and effect.
5. 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.

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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

FirstCarbon Solutions,
a California corporation

Andrew Benelli, PE
Assistant Public Works Director
Public Works Department

By: _____

Name: C. Patricia Scoble

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

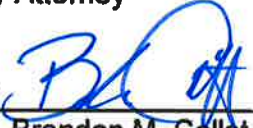
Name: Mary Bean

By: _____
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By:  6/7/17
Brandon M. Collet Date
Deputy

Randall Morrison, PE, MCE
Deputy City Engineer
Public Works Department

Addresses:
CITY:
City of Fresno
Attention: Randall Morrison
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8703
FAX. (559) 488-1045

CONSULTANT:
FirstCarbon Solutions
Attention: Mary Bean, Vice President
7265 N. First Street, Suite 101
Fresno, CA 93720
Telephone No. (925) 357-2562

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Third Amendment to Agreement between City of Fresno ("City") and FirstCarbon Solutions ("Consultant")

Environmental Construction Monitoring Services for the Fulton Mall Reconstruction Project
Project Title

Consultant (FirstCarbon Solutions) shall perform each of the tasks described below.

OBJECTIVE

The objective of the project is to provide environmental construction monitoring services during the construction phase of the Fulton Mall Reconstruction Project. FirstCarbon Solutions and the consultant team shall provide the expertise needed to meet the requirements set forth under the project's environmental documents and as described herein. Services will include construction surveys and monitoring in order to meet the required environmental mitigation measures on the project. The Fulton Mall Reconstruction Project is subject to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for environmental mitigation.

SCOPE OF SERVICES

ADDITIONAL PROJECT MANAGEMENT AND MONITORING SERVICES (FCS)

FirstCarbon Solutions (FCS) shall provide project management and monitoring services for the additional scope of services described below.

1. Additional Project Management Services (FCS)

FirstCarbon Solutions (FCS), at the request of the City of Fresno, will provide additional project management and support services for the project for a time period beyond what was originally scoped. This effort will cover the following services for the general time period of June 2017 through February 2018, except as described below. These services include:

- ❖ FCS staff will provide additional project management services for the project for a time period beyond what was originally scoped. The FCS Project Manager will continue to act as the management liaison among the project team and with the City staff for communication of issues, transmittal of all reports and comments, financial management (i.e., invoices), attendance at weekly construction management team meetings, as needed, and other project management tasks.
- ❖ FCS will support Wilson Ihrig staff to maintain the two "roamer" units in working order connected via modem to send alerts. This scope assumes that City staff will

deploy the modem-fitted roamer units on a daily basis, as needed depending on on-site activities, and will maintain the batteries on charge overnight when not in use. FCS staff will provide daily consultation for City staff in recommendation of modem-fitted roamer units need for deployment (based on on-site activities) and choice of setup locations, as needed. FCS will provide daily documentation of all vibration level exceedances. FCS will coordinate responses to all vibration alert exceedances, including coordinating with owners/managers to gain access to check crack gauges, contacting City staff to verify activities so that City staff can notify operators of needs for changing methods. This task includes anticipated labor and expense through August 31, 2017.

- ❖ FCS will support Cornerstone staff in crack gauge monitoring by coordinating with building owners/managers to gain access to check crack gauges on a bi-weekly basis during the remainder of construction. FCS will also coordinate with building owners/managers to gain access to check crack gauges on a monthly basis for up to 6-months following completion of construction as described in Task 3 below. This task includes anticipated labor and expense through February 28, 2018.
- ❖ FCS will provide up to 20 hours of coordination support for compilation of all project reports and collection of project documentation, as also described in Tasks 2 and 3 below. FCS will also provide up to 10 hours of support for City staff to respond to City or public comments.

Any work extending beyond the time periods indicated above would require additional funds.

Budget for this task: \$14,400

2. Additional Vibration Monitoring Services (Wilson Ihrig Associates)

Wilson Ihrig Associates (WIA), at the request of the City of Fresno, will provide additional services for extended remote vibration monitoring. These additional services will be provided for the project for a time period beyond what was originally scoped. These services include:

- ❖ The monthly vibration monitoring costs assume on-going support of the monitoring effort similar to that provided for April and May 2017. The costs include equipment and electronic alert data transmission services for two roamer units plus minimal oversight and troubleshooting when issues arise with data transmission. Site visits are not anticipated and if needed would be out of scope.
- ❖ Required Project Close-Out Costs. Once the vibration monitoring is complete, the vibration monitoring equipment will be collected and shipped back.

This task includes anticipated labor and expense through August 31, 2017. Any work extending beyond that time period would require additional funds.

Budget for this task: \$6,800

3. Additional Crack Gauge Monitoring Services (Cornerstone Structural Engineering)

Cornerstone Structural Engineering (Cornerstone), at the request of the City of Fresno, will provide additional services for extended crack gauge monitoring. These additional services will be provided for the project for a time period beyond what was originally scoped. These services include:

- ❖ Provide continued bi-weekly monitoring of crack gauges during active construction phases of Superblock 1 and Superblock 2. This task assumes ongoing support of the crack gauge monitoring effort similar to that provided for April and May 2017. This task includes anticipated labor and expense through August 31, 2017.
- ❖ Provide crack gauge monitoring services following completion of construction (assumed one survey check per month). These services include site visits and measurements of the crack gauges only. These services will be provided for up to 6-months following completion of construction. For purposes of this task, completion of construction assumes completion of the final layer of asphalt for each superblock – this is the last phase of construction that is assumed to require continual use of heavy and/or vibratory construction equipment. This task includes anticipated labor and expense through February 28, 2018.
- ❖ Once the crack gauge monitoring is complete, the crack gauge monitoring records will be compiled and will be provided to City staff in Microsoft Excel file format.

This task includes anticipated labor and expense through the dates indicated above. Any work extending beyond these time periods would require additional funds.

Budget for this task: \$21,000

AMENDMENT COMPENSATION BREAKDOWN

The consultant fees to provide the scope of services herein are itemized as follows:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Project Management and Vibration Monitoring Services (FCS)	\$14,400
2.	Vibration Monitoring Services (WIA)	\$6,800
3.	Crack Gauge Monitoring Services (Cornerstone)	\$21,000
	Total Cost	<hr/> \$42,200

SCHEDULE OF FEES

ADDITIONAL PROJECT MANAGEMENT (FCS)					
Item	Rate	Hours/ Month	Monthly Subtotal	#Months	Cost
Project Management	\$160/hr	8	\$1,280	3	\$3,840
Vibration Monitoring Service Assistance	\$160/hr	8	\$1,280	3	\$3,840
Crack Gauge Monitoring Service Assistance	\$160/hr	2	\$320	6	\$1,920
Compile Documentation	\$160/hr	30 hours total			\$4,800
SUBTOTAL					\$14,400

ADDITIONAL VIBRATION MONITORING SERVICES (WIA)					
Item	Rate	#Units	Monthly Subtotal	#Months	Cost
Vibration Monitor	\$550/month /unit	2	\$1,100	3	\$3,300
Modem/Data Electronic Alerts	\$250/month /unit	2	\$ 500	3	\$1,500
Monitoring oversight/troubleshooting	\$500/month	1	\$ 500	3	\$1,500
Equipment Decommissioning/ Return Shipping					\$500
TOTAL					\$6,800

ADDITIONAL CRACK GAUGE MONITORING SERVICES (CORNERSTONE)			
Item	Rate	#Months	Cost
Bi-Weekly Crack Monitoring	\$3,000/month	3	\$9,000
Post-Construction Monitoring	\$1,500/month	6	\$9,000
Compile Crack Gauge Monitor Records	\$3,000	NA	\$3,000
TOTAL			\$21,000