

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into as of this ____ day of _____, 2018, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (CITY), and VSCE, a California Corporation (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated August 28, 2014, for Construction Management Services for the City of Fresno Bus Rapid Transit Project (Agreement);

WHEREAS, CITY and CONSULTANT entered in a First Amendment on November 18, 2016, to March, 17, 2017, to modify the scope of the agreement;

WHEREAS, CITY and CONSULTANT entered in a Second Amendment on March 17, 2017, to December 31, 2017, to extend the completion date of the contract and provide for special Inspection required for Van Ness improvements;

WHEREAS, CITY and CONSULTANT now desire to extend the time for performance of the Agreement;

WHEREAS, CITY and CONSULTANT now desire to modify the scope of services as set forth in Exhibit A to this Third Amendment, and provide for additional compensation to CONSULTANT for the revised scope.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the parties agree that the Agreement be amended as follows:

1. CONSULTANT shall provide additional and modified services as described in **Exhibit A**, attached hereto and incorporated herein by reference.

2. The services outlined in **Exhibit A** shall be completed no later than December 31, 2018.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Third Amendment shall be an amount not to exceed \$172,885.40.

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 Attachment.

4. Except as otherwise provided herein, the Agreement entered into by the City and Consultant, dated August 28, 2014, as amended, remains in full force and effect

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

CITY OF FRESNO,
a municipal corporation

VSCE,
a California Corporation

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

By: Jesus M. Vargas

Name: JESUS M. VARGAS

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Frank Sana

Name: FRANK SANA

Title: TREASURER / SECRETARY
(CFO/Secretary/Treasurer)

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney
By: Amanda Freedman
Amanda Freedman
Senior Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Kathleen Healy,
Administrative Manager
2223 G Street
Fresno, CA. 93706-1675
Telephone: (559) 621-1441
FAX: (559) 498-4957

CONSULTANT:
VSCE.
Attention: Frank Sana
516 W. Shaw Ave.
Fresno, CA 93704
Telephone: (559) 221-4856
FAX: 888-467-4642

Attachments: Exhibit A

Exhibit A

Modified Construction Management Services for Third Amendment to Agreement between City of Fresno ("City") and VSCE Inc. ("Consultant")

Blackstone/Kings Canyon Construction Management Services

In addition to continuing service as described in VSCE Inc. agreement with the City dated August 28, 2014, as amended, Consultant will provide ongoing support and project close out.

- Consultant shall provide additional continued service to rectify Digital Display Signs and Electrical Equipment beyond substantial completion.
- Consultant shall continue to coordinate outstanding final punch list items and sign off of all remaining items per City standard specifications through the extended term of the Agreement, December 31, 2018.
- Consultant shall continue to coordinate integration and commissioning of all ITS components with City ITS department and Contractor.
- Consultant shall finalize record copy off all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes requests from contractor.
- Consultant shall coordinate City added changes to improve the operational and functionality of the BRT system.

Such services shall be rendered and accounted for at the rates set forth in the Agreement.