

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 20__, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and VSCE, a California corporation ("CONSULTANT").

RECITALS

CITY and CONSULTANT entered into an Agreement, dated August 28, 2014, for construction management services on the City of Fresno Bus Rapid Transit project, ("Agreement"); and CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional services.

AGREEMENT

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

1. CONSULTANT shall provide additional services as described in **Exhibit "A"**, attached hereto and incorporated herein by reference and extend the completion date of the agreement to December 31, 2017. Such additional services shall be completed by December 31, 2017 following execution of this Amendment by both parties.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a not to exceed fee of \$35,972.75.

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 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.

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

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

Robert Andersen, P.E.
Public Works Dept. Ass't. Director

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUG SLOAN
City Attorney

By: *Cecilia Leona*
Deputy
ANANDA FREEMAN

Addresses:
CITY:
City of Fresno

Attention: Robert N. Andersen
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
FAX. 559-457-1162

VSCE,
a California corporation

By: *Jesus m. Vargas*
Name: JESUS M. VARGAS

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

By: *Frank Sana*
Name: FRANK SANA

Title: SECRETARY / TREASURER
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

CONSULTANT:
VSCE
Attention: Frank Sana
516 W. Shaw Ave.
Fresno, CA 93704
Telephone No. 559-221-4909
FAX: 888-467-4642

Attachment: Exhibit "A"

“EXHIBIT A” – Part 1

**Scope of Services for Providing Additional Materials Testing & Special Inspections
For the
Fresno BRT (Livability) Project for the
City of Fresno**



Materials Testing and Special Inspections for Van Ness Parking Garage Modifications:

- Soils compaction testing
- Concrete sampling and testing
- Reinforced concrete inspection
- Drill and dowels anchor inspections
- Shop and field welding inspections for structural steel
- Ground penetrating radar location of items



PROJECT DELIVERY FOR
PUBLIC INFRASTRUCTURE

**Cost Proposal for Extra Scope
VSCE
Fresno BRT Project
Project Fee for CM Services
City of Fresno**

DIRECT LABOR

Name	Classification	Base Rate	Indirect		Billable Rate	Hours	Total
			Cost 132%	Fee 5% & Var			
Frank Sana, P.E.	Resident Engineer	\$ 84.75	\$ 111.87	\$ 7.86	\$ 204.48	0	\$ -
Santana Jimenez	Senior Inspector	\$ 61.54	\$ 81.23	\$ 7.14	\$ 149.91	0	\$ -
Norbert Dasmarrinas	Scheduler	\$ 59.00	\$ 77.88	\$ 6.84	\$ 143.72	0	\$ -
TBD	Admin Support	\$ 23.00	\$ 30.36	\$ 5.34	\$ 58.70	0	\$ -
TBD	Inspector/OE	\$ 59.00	\$ 96.406	\$ 7.77	\$ 163.18	0	\$ -
TBD	Const. Insp.	\$ 58.00	\$ 94.772	\$ 7.64	\$ 160.41	0	\$ -
Direct Labor Escalation for 2016							\$ -

**** Note:** VSCE's IDC rate has been audited by an independent CPA Firm in accordance with AASHTO guide procedures (FAR) and accepted by Caltrans D6 on multiple contracts.

Labor Rates for Expert Resources:

Average Billing Rate	As Needed Personnel	TBD	-	Est. hrs	\$ -
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Total Direct Labor Costs \$ -

SUBCONSULTANTS

BSK Associates	Materials Testing & Special Inspections for Livability Improvements (Plans Sheet#S001) <i>(See attached Scope and Fee Schedule from BSK Associates)</i>	\$ 34,925.00
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Total Subconsultants \$ 34,925.00

**** Budgeted allowance is transferable to cover other scope of CM services as needed to effectively respond to the Contractor's schedule and activities**

OTHER DIRECT COSTS

	Rate	Unit	
Repographics, photo copying		actual	\$ -
Deliveries, Mail		actual	\$ -
CM / Inspector Vehicles (Included in VSCE's OH Rate)	\$ 1,500.00	20 Incl	\$ -
Const. Inspector Per Diem (Actual per Caltrans Travel Guidelines for Contractors)	\$ -	0 Months	\$ -
Submittal Exchange License (Web Collaborative CM Tool)	\$ 8,000.00	1 LS	\$ -
Total ODC			\$ -

3% mark up on ODC & Subconsultants \$ 1,047.75

Total **\$ 35,972.75**

Note: (1) Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 3%.
A Subconsultant Management & Ins. fee of 3% will be added to all subconsultant services to provide for the cost of administration, subconsultant consultation and insurance.