

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and FCS International, Inc., a California Corporation, whose address of record is 250 Commerce, Suite 250, Irvine, California 92602 (“Consultant”).

WHEREAS, City is undertaking a project to evaluate the environmental impacts of a proposed commercial and residential use of approximately 77 acres on the north and south sides of Campus Parkway, east of Coffee Road (the “Project”); and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated August 17, 2015, a First Amendment to Agreement dated January 19, 2016, and a Second Amendment to Agreement dated July 5, 2016; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 26, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

“SECTION 26. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City attached hereto as Exhibit “1”.

2. Section 27, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 27. ADDITIONAL COMPENSATION. City shall pay to Consultant an amount not to exceed additional sum of Fifteen Thousand Eight Hundred Dollars (\$15,800.00) for the additional work described in

the proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated August 17, 2015, First Amendment dated January 19, 2016, and Second Amendment dated July 5, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly J. Jenev 4/4/17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
FCS International, Inc.,
A California Corporation

BY: 

Jason Brandman
Vice President

Taxpayer I.D. No. 95-3782289

ADDRESS: 250 Commerce, Suite 250
Irvine, CA 92602

TELEPHONE: 714-508-4100

FAX: 714-508-4110

E-MAIL: jbrandman@fcs-intl.com

March 21, 2017

Kim Espinosa, Planning Manager
City of Merced
Planning Division
678 W. 18th Street
Merced, CA 95340

Subject: Merced Gateway Final Environmental Impact Report (EIR)—Augment Request

Dear Kim:

As you know, we have been working on the Response to Comments (i.e., Final EIR) on the Draft EIR since September 2016. In addition to the assumed level of effort described in our existing scope of work/contract, additional time was spent responding to the large number of comments received from Wanger Jones Helsley, Attorneys (WJHA), on behalf of Merced Gateway, LLC. FCS has also been coordinating with the City and their legal counsel in the negotiations being undertaken by the Applicant and WJHA. This is resulting in additional costs being incurred to ensure the Final EIR addresses the revised project. Finally, additional time was spent assisting the City in working with Caltrans to resolve their issues and concerns.

As a result, we are requesting the attached augment to our budget to cover the extra costs we have and are anticipating to incur through completion of the project.

If you should have any questions, please don't hesitate to contact me at 925.200.1656 or via email at jbrandman@fcs-intl.com.

We look forward to working with the City in the successful completion of the project.

Sincerely,



Jason Brandman, Vice President
FirstCarbon Solutions
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

UNITED STATES

Irvine
250 Commerce, Suite 250
Irvine, CA 92602

Los Angeles
11755 Wilshire Blvd, Suite 1660
Los Angeles, CA 90025

Bay Area
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

Central Valley
7265 N First Street, Suite 101
Fresno, CA 93720

Inland Empire
650 E. Hospitality Lane, Suite 125
San Bernardino, CA 92408

Sacramento
915 Highland Pointe Drive, Suite 250
Roseville, CA 95678

Connecticut
1175 Post Road E
Westport, CT 06880

EUROPE

United Kingdom
Tel: +44 (0) 845.165.6245
Fax: +44 (0) 20.3070.0890
Future Business Centre
Kings Hedges Rd.
Cambridge CB4 2HY
United Kingdom

AUSTRALIA

New South Wales
Tel: +61 (02) 9418.7822
Fax: +61 (02) 9418.7833
13-15 Smith Street
Chatswood, NSW 2067
Australia

AFRICA

Kenya
Tel: +254-737-433-621
ADEC Kenya Services EPZ Ltd.
Nairobi, Kenya

ASIA

Philippines
Tel: +63 (2) 775.0632
Fax: +63 (2) 775.0632 local 8050
26th Floor, Philippine AXA Life Centre,
Sen. Gil Puyat Avenue,
Makati City, Metro Manila

Malaysia

Tel: +603 74902112
Fax: +603 79606977
15-7, Block A, Jaya ONE
72A Jalan Universiti
46200 Petaling Jaya
Selangor, Malaysia

ADDITIONAL TASKS PERFORMED

Task 1: Response to Comments/Final EIR

As discussed previously, FCS was required to expend additional effort in responding to comments, namely on behalf of those received from WJHA. Moreover, FCS will be required to ensure the Final EIR adequately addresses the revised project, as a result of negotiations being undertaken between the Applicant and WJHA.

Task 2: Traffic Analysis

Our traffic consultant, Ken Anderson, attending a meeting at the City of Merced to discuss responses received on the Draft EIR. Subsequently, he attended a meeting with Caltrans and the City on September 27, followed by a conference call with Caltrans on October 3 to address their issues and concerns on the project. Additional time was spent responding to comments, in particular as a result of the letter from WJH.

Task 3: Meetings and Coordination

A series of conference calls/meetings were held with the City and/or our subconsultant to discuss the approach and resolution of the comments received from WJH and Caltrans. FCS also attended an in person meeting at the City to discuss comments on the Draft EIR and approach to addressing comments, in particular those received from WJH. This meeting included the applicant team, City staff, and the City Manager.

Task 4: Project Management

Due to the protracted nature of the schedule and tasks associated with Caltrans coordination, revisions to the proposed project, and additional effort associated with responding to comments received from WJH, additional project management has been required to coordinate with our project team and the City.

FEES

The fees are based upon the scope of work described above; they include all labor and direct costs that have been incurred and are anticipated through the delivery of the Final EIR. We still have budget for the hearing attendance in our original scope of work.

Task	Fees
Task 1: Response to Comments	\$6,000
Task 2: Traffic Analysis	\$3,800
Task 3: Meetings and Coordination	\$2,700
Task 4: Project Management	\$3,300

Total FCS Professional Labor	\$15,800
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