

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH
4LEAF, INC. FOR CONSTRUCTION MANAGEMENT SERVICES**

THIS FIRST AMENDMENT is made and entered into this ___ day of April, 2018, by and between the CITY OF FORT BRAGG, hereinafter referred to as "CITY," and 4LEAF, INC. hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") on December 11, 2017 for CONSULTANT to provide construction management, staking, and materials testing services for the 1.5 MG New Water Tank Project, City Project No. 2017-08, CDBG Grant No. 16-CDBG-11140, in an amount Not to Exceed \$99,753; and

WHEREAS, the Agreement's completion date is May 26, 2018; and

WHEREAS, the Agreement's term will expire on July 31, 2018; and

WHEREAS, additional services are required from CONSULTANT to complete the project, and therefore the Scope of Work needs to be updated to reflect modifications to CONSULTANT's services, as set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the estimated cost for the proposed additional services is Not to Exceed \$16,454, making the total contract amount Not to Exceed \$116,207; and

WHEREAS, the CONSULTANT has been performing tasks for the CITY which are still in various stages of completion and need to be finished; and

WHEREAS, there are still sufficient funds budgeted for these activities; and

WHEREAS, CONSULTANT is best able to provide this continued service; and

WHEREAS, the parties desire to extend the Agreement, modify the Scope of Work, and increase the Not to Exceed amount;

NOW THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, CITY and CONSULTANT hereby agree that the Professional Services Agreement for construction management services, is hereby amended as follows:

1. Paragraph 2, "Description of Services or Scope of Work," is hereby amended to include a new Scope of Work in addition to Exhibit 1 of the Professional Services Agreement dated December 11, 2017, as follows:

2. DESCRIPTION OF SERVICES OR SCOPE OF WORK

In addition to the above-described Services, further part-time inspection services and technical guidance services to be performed by CONSULTANT are described in Exhibit A attached hereto.

2. Paragraph 3, "Term," is hereby amended as follows:

3. TERM

The Agreement term will commence on December 26, 2017 and expire on July 31, 2018, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. Paragraph 4, "Payment Terms," is hereby amended as follows:

4.b. NOT TO EXCEED CONTRACT

In no event will the City's obligation to pay the Consultant under this Agreement exceed **One Hundred Sixteen Two Hundred Seven Dollars (\$116,207)** (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. The Not to Exceed Amount includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the Consultant in completing its Services under this Agreement.

4. Paragraph 5, "Time of Completion," is hereby amended as follows:

5. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 8 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by **July 31, 2018** (the "Time of Completion"). The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms..

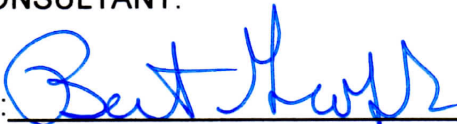
5. Except as expressly amended herein, the Professional Services Agreement between the CITY and CONSULTANT dated December 11, 2017 is hereby reaffirmed.

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

CITY:

CONSULTANT:

By: _____
Tabatha Miller
City Manager

By:  _____
Bert Gross, PE
Vice President

ATTEST:

APPROVED AS TO FORM:

June Lemos, CMC
City Clerk

Russell Hildebrand
City Attorney

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By: _____

Tabatha Miller
City Manager

By: _____

Bert Gross, PE
Vice President

ATTEST:

APPROVED AS TO FORM:

June Lemos, CMC
City Clerk



Russell Hildebrand
City Attorney



April 16, 2018

Inspection Services for
1.5 MG New Water Tank - City Project No. 2017-08
City of Fort Bragg

Scope of Proposed Work Order:

As April 16, 2018; the consultant services will be limited to part-time inspection services and providing technical guidance to the City. The City will take over the role and responsibilities of the Construction Manager.

The consultant's PM will provide technical guidance as requested from the City. The consultant will provide all current project correspondence, documentation and files to the City.

Consultant will provide limited part-time inspection services as described below:

1. Consultant inspector will attend construction progress meetings as requested by the City.
2. Coordinate inspection activities of the construction contract.
3. Provide part-time inspection of the construction and the Contractor's operations, and prepare inspection documentation (filed inspection report). The City will work with the contractor to combine the inspection requests.
4. Observe and report on the inspections performed by the Tank manufacturer.
5. Inspect the reinforcement for the concrete/tank, monitor tank assembly as needed to confirm it is done per plans/specs. This requirement applies as any such work remains to be done.
6. Assist in monitoring and analyzing Contractor's schedule for compliance with the specifications and permit requirements and windows.
7. Assist in enforcing Federal and State regulations for occupational safety and health standards for all construction activities, including compliance with the California Division of Industrial Safety requirements.
8. Coordinate and provide final inspection of all construction work, and provide written documentation indicating conformance with the plans and specifications and approved change orders.
9. Track contract working days.
10. Provide accurate measured quantities and review pay estimates submitted by contractors.
11. Review/inspect the contractor's "Red Line" "as-built" drawings.
12. Coordinate and schedule final inspections with the City and contractor staff.
13. Prepare a comprehensive punch list, monitor corrections, and verify completion.



4LEAF, INC.

14. Assist the City with reconciling project financials and preparation of the Final Payment Request.
15. Assist the City with issuing the Notice of Substantial/Final Completion.
16. Assist the City with producing and issuing relief of maintenance.
17. Assist the City with producing and issuing final acceptance.
18. Assist the City with the final close out report.
19. Assist the City with warranty inspection on an on-call basis.

Schedule:

Consultant's role will begin April 16th and continue through July 31, 2018.

Cost:

Our Time and Material (T&M) cost estimate for the proposed services as detailed above is \$16,454.

Please contact me at 916 965-0010 or Bgross@4leafinc.com if you have any questions or need additional information.

Bert Gross, PE
4LEAF, Inc.