

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the \_\_\_ day of January 2021, between the CITY OF FRESNO, a California municipal corporation (City), and DE NOVO PLANNING GROUP, a California corporation (Consultant).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an agreement on March 5, 2019, (Agreement) to provide professional planning services for the Specific Plan of the West Area Environmental Impact Report and Infrastructure Financing Plan (Project); and

WHEREAS, City and Consultant desire to increase the scope of work by requiring additional services beyond those services referenced in the Project, increase the total compensation for satisfactory performance of all services required or rendered pursuant to this amendment to \$429,606, and to increase the contract performance period to December 31, 2021.

### **AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The services of Consultant shall be modified as defined in Exhibit A: Budget Reallocation Request for Specific Plan of the West Area and augmented as defined in Exhibit B Budget Augmentation Request for the Specific Plan of the West Area, attached hereto and incorporated herein by reference.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$29,880, for a total contract value of \$429,606.

3. Contract performance period shall be extended to December 31, 2021.

4. 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.


5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on March 5, 2019, remains in full force and effect.

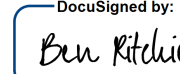
**[Signatures follow on the next page.]**

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

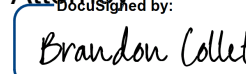
De Novo Planning Group  
A California Corporation

DocuSigned by:  
  
By: \_\_\_\_\_ 1/7/2021  
7468A2680E1A4DF...  
Jennifer K. Clark, Director of  
Planning & Development

DocuSigned by:  
  
By: \_\_\_\_\_ 1/6/2021  
7E8636A1C39D41E...  
Name: Ben Ritchie

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: \_\_\_\_\_  
Principal/CEO  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)

DocuSigned by:  
  
By: \_\_\_\_\_ 1/7/2021  
1CF65444CAAA04DB...  
Brandon M. Collet Date  
Senior Deputy City Attorney

DocuSigned by:  
  
By: \_\_\_\_\_ 1/6/2021  
78ADB7D4E6643D...  
Name: Beth Thompson

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

Title: \_\_\_\_\_  
Secretary  
(If corporation or LLC., CFO., Treasurer,  
Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Date  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Summer Cecil, Project  
Manager  
2600 Fresno Street, Rm. 3065  
Fresno, CA 93721  
Telephone No: (559) 621-8166

CONSULTANT:  
De Novo Planning Group  
Attention: Steve McMurtry  
Principal  
1020 Suncast Lane #106  
El Dorado Hills, CA 95762  
Telephone No: (916) 580-9818

# EXHIBIT A

## De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

September 29, 2020

Attn: Casandra Lauderdale  
City of Fresno  
Development and Resources Management  
2600 Fresno Street, Third Floor, Room 3043  
Fresno, CA 93721

**Subject: Budget Reallocation Request for Specific Plan of the West Area**

De Novo Planning Group is submitting a budget reallocation request in the amount of \$23,206 to cover the funds that are needed for West Yost and Kittleson to cover the additional work associated with the Infrastructure analysis. The budget reallocation results in no net change to the total budget. The reallocation is associated with several tasks and direct costs. The breakdown is provided below and a summary is on the following page:

1. Reallocate \$3,350 of direct costs from Phase 3 and 4 tasks to Task 2.8 Technical Infrastructure Background Report.
2. Reallocate \$19,856 from Phase 5 Certifications to Task 2.8 Technical Infrastructure Background Report. Given the ability to attend the City Council meeting virtually, we have allowed for a small residual amount for time to call in to the meeting instead of attending in person.

The contract amount, including other consultants not affected by this amendment, remains at \$399,726 so there is no net change. On the following pages I have a spreadsheet detailing the changes, as well as a written description of the changes. If you have any questions please do not hesitate to contact me at 916-580-9818.

Sincerely,

DE NOVO PLANNING GROUP  
Steve McMurtry  
Principal

## De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm



TABLE 1: BUDGET SUMMARY

TASK/ACTIVITY	Original Budget	Amended Budget	Original Budget	Amended Budget	Original Budget	Amended Budget	Original Budget	Amended Budget	Net Change
	Kittelson & Associates		West Yost Associates		De Novo		Direct Costs		
<b>PHASE 1: PROJECT INITIATION</b>									
Task 1.1 Kickoff Meeting					\$ 2,590.00	\$ 2,590.00	\$ 200.00	\$ 200.00	\$ -
Task 1.2 Notices					\$ 460.00	\$ 460.00	\$ 100.00	\$ 100.00	\$ -
Task 1.3 Scoping Meeting					\$ 2,040.00	\$ 2,040.00	\$ 100.00	\$ 100.00	\$ -
Task 1.4 Project Description					\$ 2,130.00	\$ 2,130.00	\$ -	\$ -	\$ -
Task 1.5 Project Management	\$ 11,233.00	\$ 11,233.00			\$ 3,360.00	\$ 3,360.00	\$ -	\$ -	\$ -
<b>PHASE 1 SUBTOTAL</b>	<b>\$ 11,233.00</b>	<b>\$ 11,233.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,580.00</b>	<b>\$ 10,580.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ -</b>
<b>PHASE 2: TECHNICAL STUDIES</b>									
Task 2.1 Air Quality and Greenhouse Gas Emissions					\$ 6,550.00	\$ 6,550.00	\$ -	\$ -	\$ -
Task 2.2 Infrastructure Cost Analysis and Funding Matrix	\$ 21,953.00	\$ 21,953.00	\$ 23,554.00	\$ 23,554.00	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2.3 Traffic Impact Analysis	\$ 46,593.00	\$ 46,593.00			\$ -	\$ -	\$ -	\$ -	\$ -
Task 2.4 Biological Resources Study					\$ 4,540.00	\$ 4,540.00	\$ -	\$ -	\$ -
Task 2.5 Water Supply Assessment			\$ 25,136.00	\$ 25,136.00	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2.6 Cultural Resources Report					\$ -	\$ -	\$ -	\$ -	\$ -
Task 2.7 Noise Analysis					\$ -	\$ -	\$ -	\$ -	\$ -
Task 2.8 Technical Infrastructure Background Report		\$ 4,500.00	\$ 21,204.00	\$ 39,910.00	\$ -	\$ -	\$ -	\$ -	\$ 23,206.00
<b>PHASE 2 SUBTOTAL</b>	<b>\$ 68,546.00</b>	<b>\$ 73,046.00</b>	<b>\$ 69,894.00</b>	<b>\$ 88,600.00</b>	<b>\$ 11,090.00</b>	<b>\$ 11,090.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,206.00</b>
<b>PHASE 3: DRAFT ENVIRONMENTAL IMPACT REPORT</b>									
Task 3.1 Administrative Draft EIR	\$ 3,140.00	\$ 3,140.00			\$ 29,310.00	\$ 29,310.00	\$ -	\$ -	\$ -
Task 3.2 Screencheck Draft EIR	\$ 1,530.00	\$ 1,530.00			\$ 11,620.00	\$ 11,620.00	\$ 200.00	\$ -	\$ (200.00)
Task 3.3 Public Draft EIR	\$ 1,530.00	\$ 1,530.00			\$ 14,340.00	\$ 14,340.00	\$ 1,800.00	\$ -	\$ (1,800.00)
<b>PHASE 3 SUBTOTAL</b>	<b>\$ 6,200.00</b>	<b>\$ 6,200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,270.00</b>	<b>\$ 55,270.00</b>	<b>\$ 2,000.00</b>	<b>\$ -</b>	<b>\$ (2,000.00)</b>
<b>PHASE 4: FINAL ENVIRONMENTAL IMPACT REPORT</b>									
Task 4.1 Administrative Draft Final EIR	\$ 1,530.00	\$ 1,530.00			\$ 15,420.00	\$ 15,420.00	\$ -	\$ -	\$ -
Task 4.2 Screencheck Draft Final EIR	\$ 11,950.00	\$ 11,950.00			\$ 6,860.00	\$ 6,860.00	\$ 150.00	\$ -	\$ (150.00)
Task 4.3 Final EIR					\$ 3,430.00	\$ 3,430.00	\$ 1,200.00	\$ -	\$ (1,200.00)
Task 4.4 Findings of Fact and SOC	\$ 2,850.00	\$ 2,850.00			\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -
<b>PHASE 4 SUBTOTAL</b>	<b>\$ 16,330.00</b>	<b>\$ 16,330.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,710.00</b>	<b>\$ 32,710.00</b>	<b>\$ 1,350.00</b>	<b>\$ -</b>	<b>\$ (1,350)</b>
<b>PHASE 5: CERTIFICATION</b>									
Task 5.1 Planning Commission (2)	\$ 8,653.00	\$ -			\$ 4,460.00	\$ -	\$ 250.00	\$ -	\$ (13,363.00)
Task 5.2 City Council (1)	\$ 4,463.00	\$ -			\$ 2,420.00	\$ 440.00	\$ 50.00	\$ -	\$ (6,493.00)
<b>PHASE 5 SUBTOTAL</b>	<b>\$ 13,116.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,880.00</b>	<b>\$ 440.00</b>	<b>\$ 300.00</b>	<b>\$ -</b>	<b>\$ (19,856)</b>
<b>PHASE 6: INFRASTRUCTURE FINANCING PLAN</b>									
Task 6.1 Document Review					\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.2 Infrastructure Evaluation					\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.3 Report					\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.4 Financial Evaluation					\$ -	\$ -	\$ -	\$ -	\$ -
<b>PHASE 6 SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Totals</b>	<b>\$ 115,425.00</b>	<b>\$ 106,809.00</b>	<b>\$ 69,894.00</b>	<b>\$ 88,600.00</b>	<b>\$ 116,530.00</b>	<b>\$ 110,090.00</b>	<b>\$ 4,050.00</b>	<b>\$ 400.00</b>	<b>\$ -</b>



## Scope Changes

### Scope of Work Removed (Total Reduced \$19,856)

*The following task from the Original Scope of Work is Removed. We understand that City staff will not require Kittleson staff to attend the Planning Commission or City Council hearings to consider approval of the Specific Plan and EIR. In addition, De Novo's budget under task 5.1 Planning Commission hearings is removed, and the City Council hearing is reduced to \$440, which will involve attendance of one virtual City Council meeting for De Novo. This reduction in scope will reduce the budget by \$19,856.*

#### **Task 5.1 Planning Commission and Task 5.2 City Council**

No attendance by Kittleson at hearings. No attendance at PC by De Novo. Attendance at one CC hearing via virtual call in for De Novo.

### Direct Costs Removed (Total Reduced (\$3,350)

*Direct costs associated with printed hard copies, burning CDs, etc. were included in the Original Scope of Work Phase 3 and 4 but is being removed under this Budget Amendment. We understand that City staff will not require De Novo to produce or distribute these documents for review, instead the City will handle this task in house. This reduction in scope will reduce the budget by \$3,350.*

#### **Task 3.2/Task 3.3/4.2/4.3**

No printed copies (Email electronic copy only)

### Scope of Work Added (Total Added \$23,206)

#### **Phase 2 Technical Studies**

#### **Task 2.8 Technical Infrastructure Background Report**

#### **ADDITIONAL SCOPE OF SERVICES TO COMPLETE THE REPORTS**

**West Yost:** To complete the Background Utility Technical Report and WSA, West Yost will address City comments on the draft reports. This work is part of the currently authorized scope of services.

Completing the Infrastructure Evaluation will require a greater level of effort. Based on the April 3rd conference call, the currently anticipated scope of services for the various wet utilities is described below.

**Potable Water:** West Yost will work with City staff to determine the additional water supply wells required, the extent of transmission grid mains and regional transmission mains, and the proportion of the infrastructure outside the Specific Plan area to be allocated to the Specific Plan area.

**Wastewater:** West Yost will review the list of projects for the Specific Plan that are to be provided by the City. West Yost will escalate the estimated project cost to present day dollars. Only projects within the Specific Plan area will be included unless a proportionate share of projects (likely trunk mains and treatment) outside the Specific Plan area is provided by the City.

**Stormwater:** West Yost will prepare a data request memo for the City to coordinate with Flood Control District staff. West Yost will use project or unit costs provided by District staff or develop unit costs for stormwater infrastructure based on wastewater unit costs. Only projects within the Specific Plan area will be included.

Recycled Water: Based upon the City's decision, West Yost will either use the projects described in the Recycled Water Master Plan or projects provided by the City. Only projects within the Specific Plan area will be included unless a proportionate share of all city-wide recycled water projects (similar to the water transmission mains and treatment) is provided by the City.

**Kittelson:**

1. Determine infrastructure requirements with "typical" development densities.
  - a. Kittelson will propose a reduced set of FARs for the non-residential land uses in the Specific Plan area for review by the City of Fresno.
  - b. Based on one set of comments and adjustments on the land use assumptions, Kittelson will rerun the travel demand model for cumulative plus project conditions to generate traffic volumes representing a more typical development potential in the west area. The updated model will also include a connection between Gettysburg and Golden State providing another access point between the west area and SR 99
  - c. Based on the volumes from the travel demand model for the more realistic FAR scenario, Kittelson will perform an operations analysis at the study intersections and make recommendations on intersection configurations and road cross-sections under cumulative plus project conditions.
  - d. Kittelson will document the findings of this analysis in a draft technical memorandum. Based on one set of comments, the memorandum will be updated and finalized.
  - e. Since this would require an additional land use quantification and model run, Kittelson requests an additional \$4,500 to complete this work.

De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

August 4, 2020

Attn: Casandra Lauderdale  
City of Fresno  
Development and Resources Management  
2600 Fresno Street, Third Floor, Room 3043  
Fresno, CA 93721

**Subject: Budget Amendment Request for Specific Plan of the West Area**

De Novo Planning Group is submitting a budget Amendment request in the amount of \$9,894 to cover the funds that are needed for West Yost to cover the additional work associated with completing the Infrastructure analysis. The contract amount, including other consultants not affected by this amendment, is increased to \$409,620. On the following pages I have a spreadsheet detailing the changes, as well as a written description of the changes. If you have any questions please do not hesitate to contact me at 916-580-9818.

Sincerely,

DE NOVO PLANNING GROUP  
Steve McMurtry  
Principal



## Scope Changes

### Scope of Work Added (Total Added \$9,894)

#### Phase 2 Technical Studies

#### Task 2.8 Technical Infrastructure Background Report

#### **ADDITIONAL SCOPE OF SERVICES TO COMPLETE THE REPORTS**

To complete the Background Utility Technical Report and WSA, West Yost will address City comments on the draft reports. This work is part of the currently authorized scope of services.

Completing the Infrastructure Evaluation will require a greater level of effort. Based on the April 3rd conference call, the currently anticipated scope of services for the various wet utilities is described below.

**Potable Water:** West Yost will work with City staff to determine the additional water supply wells required, the extent of transmission grid mains and regional transmission mains, and the proportion of the infrastructure outside the Specific Plan area to be allocated to the Specific Plan area.

**Wastewater:** West Yost will review the list of projects for the Specific Plan that are to be provided by the City. West Yost will escalate the estimated project cost to present day dollars. Only projects within the Specific Plan area will be included unless a proportionate share of projects (likely trunk mains and treatment) outside the Specific Plan area is provided by the City.

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Specific Plan of the West Area  
First Amendment Budget Increase  
Planning and Development Department

Original Contract	\$ 399,726.00
Additional Funding Required for Scope	\$ 9,894.00
Contingency (5% of Original Contract Price)	\$ 19,986.00
New Contract Price	\$ 429,606.00