

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and PLACEWORKS, INC., a California corporation ("CONSULTANT"). CITY and CONSULTANT are collectively referred to as the "Parties."

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated March 2, 2015, for planning services for the South West Fresno Specific Plan and Environmental Impact Report ("Agreement"); and

WHEREAS, the Agreement was amended on November 12, 2015 (the "First Amendment"), to modify the scope of work contained in the Agreement; and

WHEREAS, CITY and CONSULTANT desire to increase the scope of work by requiring additional services beyond those services referenced in the Agreement and First Amendment.

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.

2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of Twenty-Three Thousand Seven Hundred and Twenty-One Dollars (\$23,721).

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 March 2, 2015, remains in full force and effect.

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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


PLACEWORKS, INC.,
a California corporation

By: _____
Jennifer Clark, Director
Development and Resource
Management Department

By: 
Name: Dwayne Mears

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Name: Keith McCann


By: _____
Deputy

Title: Chief Executive/Financial Officer
(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By:  6/2/16
Seth Mehrten Date
Deputy City Attorney

By: 
Sophia Pagoulatos
DARM Dept., Planning
Manager

Addresses:
CITY:
City of Fresno
Attention: Sophia Pagoulatos,
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8062
FAX: (559) 498-1012

CONSULTANT:
Placeworks, Inc.
Attention: Bruce Brubaker
Associate Principal
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709
Phone: (510) 848-3815
FAX: N/A

Attachment: Exhibit "A"

Exhibit A

SCOPE OF SERVICES Second Amendment to Agreement between City of Fresno (“City”) and Placeworks, Inc. (“Consultant”) Southwest Fresno Specific Plan & Program EIR

CONTRACT MODIFICATION TWO: SCOPE

May 31, 2016

This contract modification outlines the PlaceWorks team’s scope for the following additional services:

1. Additional Meetings with Stakeholders
2. Additional 120 Acres for Inclusion in EIR

Task 9. Additional Meetings with Stakeholders

1. Additional Steering Committee Meeting 4.1—Preferred Alternative Discussion

PlaceWorks and Shared Spaces will prepare for and attend an additional Steering Committee meeting #5 to help the Committee discuss the draft preferred alternative. Bruce Brubaker and Steve Cancian will attend the meeting at 14 hours for prep and attendance. PlaceWorks staff will spend up to 20 additional hours scheduling and preparing for this meeting.

2. Additional Steering Committee Meeting 4.2 –Preferred Alternative Selection

PlaceWorks and Shared Spaces will prepare for an additional Steering Committee meeting #6 to help the Committee reach their draft preferred alternative. Steve Cancian will attend the meeting at 14 hours for prep and attendance, with an additional 6 hours for background work. PlaceWorks staff will spend up to 18 hours for background work and production of materials to inform the discussion and ensure the selection of a Preferred Alternative.

3. City Council Study Session

Immediately following the Planning Commission Study Session to review the draft preferred alternative, Bruce Brubaker of PlaceWorks will present the draft preferred alternative to the City Council with City Staff. Any changes or refinements will be noted. The outcome of this meeting is expected to be direction to proceed with the development of the Specific Plan and to begin environmental review.

Task 10. Additional 120 Acres for Inclusion in EIR

1. Program EIR Scope

The City has requested that the SW Fresno Specific Plan Program EIR include analysis of additional acres of land that has not previously been included in the Southwest Fresno Specific Plan Area. This area, approximately 120 acres in size, is bounded by East Church Avenue to the north, South Martin Luther King Jr Boulevard to the east, East Jensen to the south and South Knight Avenue to the west.

In order to incorporate the additional 120 acres into the programmatic EIR, PlaceWorks will coordinate internally to supplement existing conditions data previously acquired and include the additional area in the impact analyses. In order for the biological analysis to include the additional acreage, HT Harvey & Associates will coordinate internally and acquire any necessary data to supplement the previously-prepared existing conditions report. For the cultural analysis, Sierra Valley will survey the additional acreage and add into their database.

It is assumed that the Southwest Fresno Specific Plan EIR will not require project-level analysis for the additional 120 acres. In the event that project-level analyses would be needed (e.g. inclusion of specific land uses, facilities or amenities), a scope and budget augmentation would be required.

Note: The assumptions outlined in our original contract apply to the tasks in this contract modification.

