

THIRD AMENDMENT TO AGREEMENT

THIS THIRD 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, the Agreement was amended on June 9, 2016 (the "Second Amendment"), to further 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 previous Amendments.

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 Five Thousand Five Hundred and Twenty-Two Dollars (\$5,522).
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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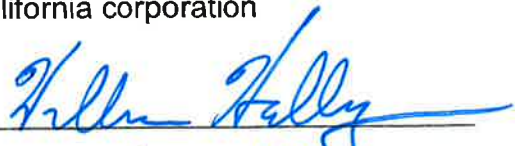
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IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.


CITY OF FRESNO,
a municipal corporation

PLACEWORKS, INC.,
a California corporation

By: 
Jennifer Clark, Director
Development and Resource
Management Department

By: 
Name: William Halligan
Title: Vice President
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)


ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Name: Keith McCann
Title: CFO
(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By:  8/17/16
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 THREE: SCOPE

August 16, 2016

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

1. Additional Meetings with Stakeholders

Task 9. Additional Meetings with Stakeholders

4. Additional Steering Committee Meeting 4.3: Preferred Alternative Discussion

Shared Spaces will prepare for and attend an additional Steering Committee meeting #8 to help the Committee discuss the draft preferred alternative. Steve Cancian will attend the meeting at 16 hours for prep and attendance.

5. Additional Steering Committee Meeting 4.4: Preferred Alternative Selection

Shared Spaces will prepare for an additional Steering Committee meeting #9 to help the Committee reach their draft preferred alternative. Steve Cancian will attend the meeting at 16 hours for prep and attendance.

The PlaceWorks Team
 SW Fresno SP Conmod 3: Additional Services August 2016

COST ESTIMATE

		SUBCONSULTANTS				
		Shared Spaces - Cancian				
TASK #	TASK	Facilitator	Outreach Total	Subcons. Labor Total	Total Task Budget	
		\$130				
						\$4,160
9.4	Additional Steering Committee Meeting 4.3	16	\$2,080	\$2,080	\$2,080	
9.5	Additional Steering Committee Meeting 4.4	16	\$2,080	\$2,080	\$2,080	
	Total Hours	32				
	Labor Dollars Total		\$4,160	\$4,160	\$4,160	
EXPENSES						
	PlaceWorks Reimbursable Expenses -- Travel					\$0
	Subconsultants' Reimbursable Expenses -- Travel					\$860
	2% of Labor for Office Expenses (Copies, Faxes, Phone, Misc. Printing)					\$0
	10% Subconsultant Markup					\$502
	Expenses Total					\$1,362
GRAND TOTAL						\$5,522