

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (“Amendment”) made and entered into as of the 15th day of January, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (“CITY”), and AXIS Art Consulting, LLC, a California corporation (“CONSULTANT”).

RECITALS

CITY and CONSULTANT entered into an Agreement, dated March 6, 2014, for services related to the Fulton Mall Reconstruction Project Artwork Conservation Program (“Agreement”); and

CITY and CONSULTANT entered into a First Amendment to Agreement, dated September 29, 2014 (“1st Amendment”);

CITY and CONSULTANT entered into a Second Amendment to Agreement, dated March 30, 2015 (“2nd Amendment”);

CITY and CONSULTANT now desire to modify the scope and time of completion.

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 **Attachment “A”**, attached hereto and incorporated herein by reference.
2. The term of the Agreement is extended to 1119 Days and the Completion date changed from October 17, 2015 to March 31, 2017.
3. The CONSULTANTS base billable hourly rate stated in Exhibit A of the Agreement, and as amended by the 1st Amendment, is changed from \$75 per hour to \$100 per hour.
4. CONSULTANTS sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$50,000.
5. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated March 6, 2014, and amended on September 29, 2014, and on March 30, 2015, remain in full force and effect.

6. 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.

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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

AXIS Art Consulting, LLC
a California corporation

By: _____
Andrew Benelli, PE
Assistant Public Works Director
Public Works Department

By: _____

Name: _____

Title: _____
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Name: _____

By: _____
Deputy

Title: _____
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Brandon M. Collet Date
Deputy

Attachment A

ADDITIONAL SCOPE OF SERVICES
Consultant Service Third Amendment to Agreement
between City of Fresno (“City”) and AXIS Art Consulting, LLC (“Consultant”)

Fulton Mall Reconstruction Project Artwork Conservation Program
Project Title

Consultant (AXIS Art Consulting, LLC) shall perform each of the tasks described below.

OBJECTIVE

Throughout the design phases of the Fulton Mall Reconstruction Project Linda Cano, with AXIS Art Consulting, has provided expert support services in regards to the proposed handling and conservation of the artworks within the Fulton Mall corridor. As the project moves into construction, the Consultant shall continue to provide similar support services as the City manages the work of the Contractor. The Consultant shall also continue to provide services in support of the conservation program as the City and the Downtown Fresno Partnership develop the web page and application programs, which catalog the artworks within the Fulton Mall corridor.

SCOPE OF SERVICES

ARTWORK CONSERVATION SUPPORT SERVICES

Consultant shall provide additional artwork conservation support services per the items listed below:

1. *Conservation Plan Review*

The scope of this item shall include the review of the professional art conservator’s conservation plan, as requested by the City. The Consultant shall work with the City to provide a 3rd party opinion on conservation procedures and methods to insure that the artwork is properly conserved and reinstalled.

2. *Conservation Monitoring*

The scope of this item shall include periodic monitoring and inspection of the conservation effort. This item may also include travel to the conservator’s studio, where the City’s artworks are to be restored. The Consultant shall periodically monitor the artwork removal, installation and conservation efforts, as requested by the City. Documentation of field notes and photos of the conservation efforts may be required.

ARTWORK CONSERVATION PROGRAM SERVICES

Consultant shall provide additional artwork conservation program services per the items listed below:

1. *Fulton Street Art Advisory Committee (FSAAC)*

Consultant shall continue to facilitate the FSAAC meetings throughout construction in order to keep the group updated on the progress of the project and to keep them informed of the progress of the website and application development for the artworks.

2. *Website and Application Development Support Services*

Consultant shall continue to provide support services to the City and the Downtown Fresno Partnership for the continued development of the Artworks website and mobile application. Consultant shall provide expert content and commentary for the use in the development.

3. *Long-Term Maintenance and Protection Plan Development*

Consultant shall assist the City in developing a long-term maintenance and protection plan for Fulton Street. The plan will include budgeting, scheduling and identifying funding sources for the continued care and maintenance of the art.

AMENDMENT COMPENSATION BREAKDOWN

The consultant fee to provide additional services is itemized as follows:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Artwork Conservation Support Services	\$25,000
2.	Artwork Conservation Program Services	<u>\$25,000</u>
	Total Cost	\$50,000