

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2019, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and ASCENT ENVIRONMENTAL, INC. (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are collectively referred to as the "Parties."

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated November 29, 2018, for professional Environmental Consulting services for the South Industrial Priority Area (SIPA) Specific Plan Environmental Impact Report (EIR), hereinafter referred to as the "Project"; and

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

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. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of SIX HUNDRED FORTY FIVE THOUSAND Dollars (\$645,000) as described in ATTACHMENT "B" attached hereto and incorporated herein by reference.
3. TERM of Agreement shall be extended to January 1, 2021 as described in ATTACHMENT "C" attached hereto and incorporated herein by reference.
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 CITY and CONSULTANT, dated November 29, 2018, remains in full force and effect.

///

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

ASCENT ENVIRONMENTAL, INC.

By: _____
Jennifer Clark, Director
Planning and Development
Department

By: Michael Parker
Name: Michael Parker

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Christopher Mundhenk
Name: Christopher Mundhenk

Title: Principal
~~(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)~~

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By: Brandon Collet 11/7/19
Date
Deputy City Attorney

By: _____

Addresses:

CITY:
City of Fresno
Attention: Jennifer Clark, Director
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8001
FAX: (559) 498-1012

CONSULTANT:

Ascent Environmental, Inc.
Attention: Chris Mundhenk,
Principal
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: 916-444-7301
FAX: 916-444-3927

Attachment A – Amendment to Scope of Work
Attachment B – Cost Estimate Amendment to Scope of Work
Attachment C – Timeline Amendment to Scope of Work

Attachment A



November 7, 2019

Jennifer Clark, Director
Development & Resource Management
City of Fresno
2600 Fresno Street, Room 3065
Fresno, CA 93721

Subject: Contract Amendment #1 to Ascent Contract to provide Environmental Impact Report (EIR) Services for the South Industrial Priority Area Specific Plan (SIPA) - Proposal for Community Engagement and Land Use Plan Refinement

Dear Ms. Clark:

Ascent Environmental, Inc. appreciates the opportunity to serve the City of Fresno in support of the South Industrial Priority Area (SIPA) Specific Plan. Pursuant to your request, we have prepared the following amendment request to the executed scope and cost for the SIPA Specific Plan to engage the community in stakeholder interviews and a community charette to potentially re-examine industrial uses and their associated land use impacts. Following completion of the additional community engagement, Ascent will work with the City to establish buildout conditions for the EIR moving forward. The City is preparing the SIPA in-house, assuming build-out of the 6,000-acre area utilizing existing zoning and land use designations that have been in-place for many years through previous entitlement documents. The impetus for this request stems from recently analyzed potential environmental impacts to surrounding disadvantaged communities, assuming full industrial use. Essentially, the City is considering whether there should be land use changes included as part of the Specific Plan following a more robust community engagement to solicit resident feedback. Ascent will modify the Land Use Plan and corresponding development yield assumptions as appropriate during the course of this assignment. Specific work tasks are detailed below.

A. Amended Scope of Work

The following task descriptions correspond to the existing task numbers and scope of Ascent's existing contract for the SIPA Specific Plan.

Subtask 1B Project Description

Following completion of Task 5 related to community engagement and potential revisions to the SIPA land use plan, Ascent will work with the City to develop a revised development potential for the Specific Plan Area, in accordance with agency/stakeholder outreach. This will involve coordination with City GIS and Development & Resource Management Department staff. Following concurrence regarding the development potential, Ascent will revise the current internal draft Project Description. The draft project description will be submitted to the City for review and comment. Comments will be incorporated, and a revised project description will be prepared for use in the EIR.

Deliverables

Updated Project Description – Electronic submittal (MS Word)
Revised Project Description – Electronic submittal (MS Word)

Task 5 Community Engagement

Subtask 5a Initiation, Site Visit, and Establishment of Timeline to Complete the Work

Ascent will meet with City staff to understand the goals and objectives of the engagement, discuss timelines, and roles and responsibilities. We would also visit the SIPA area to familiarize ourselves with the local context to understand the issues and opportunities. Ascent will compile GIS mapping files from the City that describes existing land use, zoning, circulation, open space, and other layers as necessary. Ascent planning staff will seek to understand the background work undertaken by the City to date; review previous planning documents for the area including Roosevelt and Edison Community Plans, Fresno General Plan, current status of the SIPA and other more recent plans; and, layout a blueprint for community engagement and potential modification of the overall Land Use Plan. We will discuss the outreach process, dates for engagement, and roles and responsibilities of the City and Ascent staff.

Deliverables

Meeting Summary with Action Items – Electronic submittal (MS Word)

Subtask 5b Stakeholder Meeting Preparation

Prior to conducting the outreach, Ascent will prepare mapping exhibits from the GIS files provided by the City for participants to understand the planning context, and research appropriate mitigation measures/best practices for communities that live adjacent to industrial zones. The research will be high-level only; and used to prompt both questions and offer a range of potential solutions in the actual interviews. We will prepare a list of questions that we want participants to answer, although depending on the audience, those questions may be slightly different.

Deliverables

Questions for Interviewees – Electronic submittal (MS Word)

Subtask 5c Stakeholder Interviews

Ascent assumes that up to three days may be necessary for the interviews, which can include multiple interviews per day. We may be able to combine several days together to minimize travel costs or they may have to occur over separate time frames. Ascent will provide two or three staff for each interview day depending on whether Spanish translation is required. We generally like to conduct the interviews similar to how the Urban Land Institute (ULI) conducts the Advisory Service Panels. Participants are invited to opine on issues in a confidential setting that allows for honest feedback without assigning comments to that individual within subsequent public presentations. Participants are encouraged to draw on maps as well as offer verbal or written comments if they desire.

The City will be responsible for determining which individuals and groups should be engaged, and provide the invitations and venue for the discussions. Ascent staff will provide guidance on how to assemble the participants to maximize feedback from all concerned.

Deliverables

Summary of Comments – Electronic submittal (MS Word)
Maps with Annotated Comments from Interviews - Electronic submittal

Subtask 5d Land Use Plan Workshop and Community Charette Discussion

Following the Stakeholder Interviews, Ascent and City staff will engage in an internal workshop to process the themes that were heard and discuss modifications to the Land Use Plan or other elements of the SIPA as appropriate. This is critical for preparation with the larger community, and responding to the issues that have surfaced. We will discuss the Community Charrette; the goals and objectives to be obtained, logistics, and process to achieve maximum success. The land use plan workshop should be conducted in Fresno to allow for visitation of the upcoming Community Charrette venue.

Deliverables

Summary Minutes of Workshop and Action Items – Electronic submittal (MS Word)

Subtask 5e Land Use Plan Refinements and Community Charrette Preparation

Ascent will prepare exhibits, diagrams, and other graphics as necessary to conduct the Community Charrette. This may include describing existing conditions such as land use, zoning, transportation, open space, parks, and any other relevant graphics that help participants understand the current context. Ascent will prepare benchmarking examples of other industrial zoned lands that adjoin or sit in relative close proximity to residential lands that exhibit best practices. Aspirational images will be collected that demonstrate innovative buffer zones and setbacks, parking and loading configurations, and complete streets as well as supporting land uses that provide job generation while also potentially reducing environmental impacts. We assume the preparation will include some variation of a Powerpoint presentation and larger-format exhibit boards. The actual format and products produced will be determined in Task 4 in discussions with City staff. Ascent will also prepare a Run of Show Memorandum for the Charrette that describes roles and responsibilities of all Ascent and City staff, and what materials are needed.

Deliverables

Run of Show Memorandum – Electronic submittal (MS Word)
Exhibit Boards – Hardcopies to be presented at Charette
Powerpoint Presentation – Electronic submittal (PPT)

Subtask 5f Community Charrette Attendance

Ascent will facilitate and conduct the Community Charrette in collaboration with City staff. We assume this is a half-day event that includes several components. It could include a site tour for participants to illustrate what is working well within the SIPA area, and where potential changes could occur. A brief presentation of the existing conditions and summary of the stakeholder interviews, and why the City is interested in community feedback on land use decisions is important to set the framework for input. The Charrette can then proceed towards gaining feedback through an examination of what other communities have done around best practices in job generating areas, and what potential land use changes or other quality-of-life decisions would be valuable going forward. We will work with participants in smaller groups to gain intimate feedback and then summarize the table conclusions for all to process. The results may be gained through a combination of real-time polling and Ascent staff recording graphically, physical change.

| | |
|---------------------|---|
| Deliverables | Summary of Community Charrette – Electronic submittal (MS Word) |
|---------------------|---|

Subtask 5g Land Use Plan Modifications

Following the Community Charrette, Ascent will discuss the results with City Staff and begin to modify the Land Use Plan as appropriate. The extent of those changes are to be determined; however, we assume some combination of land use change in combination with minor recommendations on changes to development standards and/or guidelines may be appropriate. Any land use plan changes will be provided in both GIS and excel table formats to allow the City to update the Specific Plan with reliable data.

| | |
|---------------------|---|
| Deliverables | Land Use Plan – Electronic submittal (GIS and Excel) Memo Summarizing Recommendations for New/Modified Development Standards/Design Guidelines – Electronic submittal (MS Word) |
|---------------------|---|

B. Key Assumptions and Exclusions:

1. City will provide all land use planning layers in GIS formats suitable for planning purposes. Base Map(s) will be created from GIS files that depict roadway ROW's and parcel boundaries as supporting information underpinning other land use, zoning, circulation, open space and related layers. Ascent will utilize Google Earth and other sources if necessary to provide context for planning purposes.
2. Ascent will prepare all presentations in English; it is assumed that the City will provide a Spanish translation service or if required, translation services in a third language for the Community Charrette. It is further assumed that the City will secure the venue(s) for the stakeholder interviews and Community Charrette; produce and mail all required public notices, flyers, and mailings; and secure other forms of public announcement and notice (e.g., local radio spots).
3. Ascent assumes bi-weekly phone conferences are necessary to conduct the project throughout the timeline of the assignment. If meetings occur the same week as the scheduled phone conference, they may not occur.
4. Preparation of Specific Plan documents, Master Planning, Schematic Design, and phases of Construction Documents are excluded.
5. Quantity surveying is excluded.
6. Attendance at Planning Commission or City Council meetings is excluded.
7. Computer simulations, physical models, animations, and marketing materials are excluded.
8. All Client meetings are assumed to be in Fresno and via phone conferencing.

C. Timeline

The Scope of Work described above is anticipated to begin in mid-November and be complete by end of February, 2020, or within 3.5 months from Notice to Proceed.

D. Cost Estimate

Ascent's proposed cost to complete the tasks described above is \$145,000 as shown in the attached spreadsheet. The proposed price is based estimated hours, labor rates provided in our EIR contract and supplemented with labor rates for planning staff, and direct costs. Monthly invoices will be submitted based on hours billed and other direct costs incurred during each billing period. Ascent reserves the right to move cost allocations between tasks so long as the overall estimate is not exceeded.



PRICE PROPOSAL

SIPA Community Engagement, Land Use Plan Refinements, and Project Description Update

November 7, 2019

| Task 1a | Project Description | Price | Hours | Principal in Charge | Senior Planner | Project Manager | Urban Designer | Planner | WP/Prod. | GIS/ Graphics |
|---------|---|------------|-------|---------------------|----------------|-----------------|----------------|---------|----------|---------------|
| | | \$ 20,700 | 124 | \$255 | \$220 | \$165 | \$160 | \$130 | \$115 | \$125 |
| | Subtotal, Task 1 | \$ 20,700 | 124 | | | | | | | |
| Task 5a | Initiation, Site Visit, and Establishment of Timeline | \$ 2,500 | 42 | | | | | | | |
| | Subtotal, Task 1 | \$ 7,590 | 42 | | | | | | | |
| Task 5b | Stakeholder Meeting Preparation | \$ 6,820 | 44 | | | | | | | |
| | Subtotal, Task 2 | \$ 6,820 | 44 | | | | | | | |
| Task 5c | Stakeholder Interviews | \$ 15,160 | 80 | | | | | | | |
| | Subtotal, Task 3 | \$ 15,160 | 80 | | | | | | | |
| Task 5d | Land Use Plan Workshop | \$ 6,000 | 30 | | | | | | | |
| | Subtotal, Task 4 | \$ 6,000 | 30 | | | | | | | |
| Task 5e | Land Use Plan Refinements and Charrette Prep | \$ 17,585 | 109 | | | | | | | |
| | Subtotal, Task 5 | \$ 17,585 | 109 | | | | | | | |
| Task 5f | Community Charrette Attendance | \$ 14,250 | 75 | | | | | | | |
| | Subtotal, Task 6 | \$ 14,250 | 75 | | | | | | | |
| Task 5g | Land Use Plan Modifications | \$ 15,820 | 98 | | | | | | | |
| | Subtotal, Task 7 | \$ 15,820 | 98 | | | | | | | |
| | LABOR SUBTOTAL | \$ 103,925 | 602 | | | | | | | |

| REIMBURSABLE EXPENSES | \$ | 21,075 |
|-----------------------------|----|--------|
| Printing | \$ | 175 |
| Reproduction | \$ | 500 |
| Mileage / Parking / Travel | \$ | 1,500 |
| Postage | \$ | - |
| Contingency | \$ | 18,900 |
| KDAnderson (Transportation) | \$ | 18,000 |
| Administrative Cost (5%) | \$ | 900 |

| | | |
|-------------|----|---------|
| TOTAL PRICE | \$ | 125,000 |
|-------------|----|---------|

**\$20,000 has been added as a contingency to the above amount, bringing the total to \$145,000

Attachment C

Attachment C – Proposed Schedule (Amended)

1. Community Engagement – completed by end of February 2020
2. Preferred Land Plan and Development Assumptions – March 1, 2020
3. Traffic Modeling Completed – mid-May 2020 (assumed 2.5 months here; FCOG initial estimates in early 2019 were 4-6 months)
4. Admin Draft EIR for City Review – mid-June 2020 (requires traffic modeling data for AQ/Noise analyses, which also relates to cumulative and alternatives analyses)
5. Draft EIR – mid-July 2020 (assumes two weeks of City review and two weeks for Ascent to make edits)
6. 45-day public review ends – End of August 2020
7. Admin Final EIR – September 15, 2020 (assumes preparing responses as comments come in and writing master responses during public review)
8. Final EIR – early October 2020 (assumes two weeks of City review and two weeks for Ascent to make edits)

Schedule Assumptions:

*If a step in the schedule is delayed for reasons beyond Ascent's control (e.g., public requests for extended review periods), the elapsed time between subsequent steps will be maintained to allow adequate time to perform those later tasks.

** It is assumed that the project description will not change between preparation of the IS/NOP to the submittal of the administrative draft EIR.

***The time to prepare and submit the administrative final EIR is dependent on the number, nature, and complexity of the comments received on the draft EIR.