

**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 Interwest Consulting Group, a Corporation CONSULTANT).

**RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated February 23, 2015 for professional plan check review services for Building and Safety Division customer projects, (Agreement); and

WHEREAS, CITY and CONSULTANT entered into a First Amendment, dated October 1, 2015 (First Amendment); and

WHEREAS, CITY and CONSULTANT entered into a Second Amendment, dated June 30, 2016 (Second Amendment); and

WHEREAS, it was subsequently determined that additional time and services would be required to support the Plan Review process; and

WHEREAS CITY and CONSULTANT now desire to continue services for the remaining duration of the contract and increase the maximum fee to \$200,000.

**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. The fee as referenced in Exhibit C (Second Amendment) of \$63,000 shall be increased by \$137,000, for a fee not to exceed \$200,000.
2. 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.
3. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated February 23, 2015, the First Amendment, dated October 2, 2015, and the Second Amendment dated June 30, 2016, remain 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


Interwest Consulting Group,  
a Corporation

By: \_\_\_\_\_  
Jennifer Clark, Director  
Development and Resource  
Management Department

By:   
Name: Terry J. Rodrigue

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By:   
Name: Debra Thorson

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

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  11/30/16  
Deputy Date

Addresses:

CITY:

City of Fresno  
Attention: Brian Leong  
Building and Safety Manager  
2600 Fresno Street, Room 3043  
Fresno, CA 93721-3604  
Phone: (559) 621-8094

CONSULTANT:

Interwest Consulting Group  
Attention: Ron Beehler  
Structural Engineer  
1613 Santa Clara Drive, Suite 100  
Roseville, CA 95661  
Phone: (916) 204-3178

Attachments:

- Exhibit A (Original Contract)
- Exhibit B (First Amendment)
- Exhibit C (Second Amendment)