

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 20__, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Brooks-Ransom Associates, Consulting Structural Engineers ("CONSULTANT").

RECITALS

CITY and CONSULTANT entered into an Agreement, dated November 4, 2015 for professional structural plan check review services for Building and Safety Division customer projects, ("Agreement").

CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional services.

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 \$50,000.00.
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 November 4, 2015, 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

Brooks-Ransom Associates
Consulting Structural Engineers

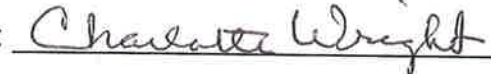
By: _____
Jennifer Clark
Director
Development Department

By:  _____

Name: RICK RANSOM

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk


By:  _____

Name: CHARLOTTE WRIGHT

By: _____
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  _____
Deputy

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:
Brooks-Ransom Associates
Attention: Rick Ransom
President
7415 N Palm, Suite 100
Fresno, CA 93711
Phone: (559) 435-4750

Attachment: Exhibit A