

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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

WHEREAS, 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).

WHEREAS, CITY and CONSULTANT entered into an amendment, dated May 12, 2016 (First 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 extend the term of the agreement from December 31, 2016, to December 31, 2017, for additional services and increase the maximum fee to \$150,000.

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 term of the Agreement shall be extended to December 31, 2017.
2. The fee shall be increased and shall not exceed \$150,000.
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, and the First Amendment, dated May 12, 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

Brooks-Ransom Associates
Consulting Structural Engineers

By: _____
Jennifer Clark
Director
Development Department

By: [Signature]

Name: BAYLORD RANSOM

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature]

Name: CHARLOTTE WRIGHT

By: _____
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature] 12/1/16
Brandon M. Collet Date
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

Attachments: Exhibit "A" (Original Contract)
Exhibit "B" (First Amendment)