

**THIRD AMENDMENT TO AGREEMENT**

THIS THIRD 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 a First Amendment, dated May 12, 2016 (First Amendment); and

WHEREAS, CITY and CONSULTANT entered into a Second Amendment, dated December 15, 2016 (Second Amendment); and

WHEREAS, CITY and CONSULTANT determined that additional time and services would be required to support the Plan Review process; and

WHEREAS CITY and CONSULTANT now desire to amend the Agreement to increase the fee not to exceed \$325,000.

**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 shall be increased by \$175,000 and shall not exceed \$325,000.
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 November 4, 2015, and the First Amendment, dated May 12, 2016, and the Second Amendment dated December 15, 2013, 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 and Resource  
Management Department

By: 

Name: GAYLORD 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: Sec.  
(If corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  4/12/17  
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)  
Exhibit C (Second Amendment)