

## **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

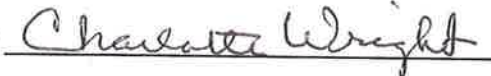
Brooks-Ransom Associates  
Consulting Structural Engineers

By: \_\_\_\_\_  
Jennifer Clark  
Director  
Development Department

By:   
Name: GERALD 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