

## **SEVENTH AMENDMENT TO AGREEMENT**

THIS SEVENTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the \_\_\_\_ day of June, 2019, between the CITY OF FRESNO, a California municipal corporation (City), and BROOKS-RANSOM ASSOCIATES, Consulting Structural Engineers (Consultants).

### **RECITALS**

WHEREAS, the City and Consultant entered into an agreement on November 4, 2015, (Agreement) to provide professional structural plan review services for Building and Safety Division customer projects (Project); and

WHEREAS, the City and the Consultant entered into a First Amendment, dated May 12, 2016; and

WHEREAS, the City and the Consultant entered into a Second Amendment, dated December 15, 2016; and

WHEREAS, the City and the Consultant entered into a Third Amendment, dated April 27, 2017 to increase the Consultant's total compensation and extend the term of the agreement; and

WHEREAS, the City and the Consultant entered into a Fourth amendment, dated January 19, 2018; and

WHEREAS, the City and the Consultant entered into a Fifth Amendment, dated July 26, 2018; and

WHEREAS, the City and the Consultant entered into a Sixth Amendment, dated September 20, 2018 to extend the term of the Agreement and reduce the total compensation amount; and

WHEREAS, the City and the Consultant intend to enter into this Seventh Amendment to extend the term of the Agreement to September 30, 2019 and to increase the Consultant's total compensation to not to exceed \$50,000; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

### **AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The project performance period shall be extended until September 30, 2019;

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 the City and Consultant, dated November 4, 2015, and amended on May 12, 2016; December 15, 2016; April 27, 2017; January 19, 2018; July 26, 2018; and September 20, 2018 remain in full force and effect.

[Signatures follow on the next page.]

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

By: \_\_\_\_\_  
Jennifer Clark  
DARM Director

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: John Hastrup 5-31-17  
Deputy City Attorney Date

ATTEST:  
Yvonne SPENCE, MMC  
City Clerk

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

Addresses:

CITY:  
City of Fresno  
Attention: Summer Cecil  
2600 Fresno Street, Room 3043  
Fresno Ca 93721-3604  
Phone: (559) 621-8094

Brooks-Ransom Associates  
Consulting Structural Engineers

By: Scott Carter  
Name: SCOTT CARTER

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

By: Charlotte Wright  
Name: CHARLOTTE WRIGHT

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

CONSULTANT:  
Brooks-Ransom Associates  
Attention: Scott Carter, President  
7415 N Palm Ave, Suite 100  
Fresno, Ca 93711  
Phone: (559) 449-8444