

**AMENDMENT NUMBER FOUR
TO PROFESSIONAL SERVICES AGREEMENT
WITH
INTERWEST CONSULTING GROUP INC.**

This Amendment Number Four ("Amendment") is made and entered into this 3rd day of March, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and INTERWEST CONSULTING GROUP INC., a Colorado corporation registered to do business in California ("Consultant").

WHEREAS, City and Consultant entered into an agreement on July 17, 2018 for Consultant to provide engineering staff support services to the Transportation Services Division (the "Agreement"); and

WHEREAS, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation through Amendment Number One to the Agreement, dated February 15, 2019; and

WHEREAS, City and Consultant further amended the Scope of Services and increased Consultant's maximum compensation through Amendment Number Two to the Agreement, dated June 4, 2019; and

WHEREAS, City and Consultant further amended the Scope of Services and increased Consultant's maximum compensation through Amendment Number Three to the Agreement, dated October 1, 2019; and

WHEREAS, City now desires to increase Consultant's maximum compensation to Six Hundred Eighty-Four Thousand Dollars (\$684,000.00) to enable City to use Consultant for additional services.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Six Hundred Eighty-Four Thousand Dollars (\$684,000.00).
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Ann Janice H
City Manager

Date: 5/31/20

CONSULTANT

James G. Ross
Signature
James G. Ross Public Works Group Leader
Name and Title

Date: 3/26/20

ATTEST:

Branda Green 6/11/2020
City Clerk



APPROVED AS TO FORM:

Kimberly Thel Barber
City Attorney

Date: 5/20/20

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 5/5/2020

APPROVED AS TO CONTENT:

[Signature]
Project Manager


Date: 5/12/2020

DEPARTMENTAL APPROVAL:


Public Services Director

Date: 5/13/2020

APPROVED AS TO PURCHASING:


Finance Director

Date: May 2, 2020