

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

This Amendment Number Five ("Amendment") is made and entered into this 16th day of February, 2021 ("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 and Consultant increased Consultant's maximum compensation to enable City to use Consultant for additional services through Amendment Number Four to the Agreement, dated March 3, 2020; and

WHEREAS, City now desires to increase Consultant's maximum compensation to Eight Hundred Eighty-Four Thousand Dollars (\$884,000.00) to enable City to use Consultant for additional staff support 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 Eight Hundred Eighty-Four Thousand Dollars (\$884,000.00).
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
Gloria Ann Sanchez H

City Manager

Date: 3/4/21

CONSULTANT

Terry J. Rodriguez
Signature

Date: 2-19-21

TERRY J. RODRIGUEZ, PRESIDENT
Name and Title

ATTEST:

Brenda Green 3/4/2021
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: 3/4/21

APPROVED AS TO INSURANCE:

Dick
Risk Management

Date: 2/25/21

APPROVED AS TO CONTENT:

Jim Pa
Project Manager

Date: 3/1/21

DEPARTMENTAL APPROVAL:

Reya Sethuram
Public Services Director

Date: 3-1-21

APPROVED AS TO PURCHASING:

Ceeat S
Finance Director

Date: 2/24/21