

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WEST COAST CODE CONSULTANTS, INC. (WC³)**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and West Coast Code Consultants, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services By and Between the City of Santa Clara, California and West Coast Code Consultants, Inc.," dated November 1, 2018 (Original Agreement);
- B. The Original Agreement was previously amended by Amendment No. 1, dated July 1, 2019, Amendment No. 2 dated March 4, 2021, and is again amended by this Amendment No. 3. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide qualified contract personnel, technical and professional services, and the Parties now wish to amend the Original Agreement as Amended to increase the amount billed under the Agreement for a maximum aggregate compensation not to exceed \$2,949,000 for ten consultant firm agreements.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Original Agreement as Amended, entitled "Compensation and Payment," is hereby amended to read as follows:

"6. COMPENSATION AND PAYMENT

- A. In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "FEE SCHEDULE."
- B. Contractor acknowledges that Contractor is one of 10 companies selected to perform related services for the City in response to an RFP, and City will be utilizing the services of all 10 companies, pursuant to 10 separate agreements

(collectively, the “Plan Check Agreements”). Those 10 companies, and the effective dates of the applicable Plan Check Agreements, are as follows:

1. Jason Addison Smith Consulting Services, Inc., effective November 1, 2019, amended March 4, 2021;
 2. Plan Review Consultants, Inc., effective July 19, 2016, amended Aug. 28, 2017, amended May 14, 2019, amended February 24, 2021;
 3. Shums Coda Associates, Inc., effective June 23, 2015, amended June 6, 2016, amended Sep. 26, 2017, amended May 14, 2019, amended February 24, 2021;
 4. Synergetic Consulting, effective July 8, 2019, amended March 4, 2021;
 5. TRB + Associates, Inc., effective Aug. 18, 2015, amended Apr. 8, 2016, amended Sep. 5, 2017, amended May 14, 2019, amended February 24, 2021;
 6. West Coast Code Consultants, Inc., effective Nov. 1, 2018, amended July 1, 2019; amended March 4, 2021;
 7. 4Leaf, Inc., effective February 1, 2020;
 8. CSG Consultants, Inc., effective February 1, 2020;
 9. Bureau Veritas North America, Inc.;
 10. Interwest Consulting Group, Inc.
- C. Contractor further acknowledges that City is concurrently executing additional amendments to the first eight of the Plan Check Agreements listed above, and executing new agreements with Bureau Veritas North America and Interwest Consulting Group, to include language similar to this section 6 (the “Plan Check Agreements As Amended”);
- D. The aggregate maximum compensation of the Plan Check Agreements As Amended is two million, nine hundred forty-nine thousand dollars (\$2,949,000), subject to budget appropriations, which includes all payments that may be authorized for Services, expenses, supplies, materials and equipment required to perform the Services under this Agreement or under any of the Plan Check Agreements As Amended. All work performed or materials provided in excess of the maximum compensation shall be at Contractor’s expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.
- E. Contractor further acknowledges that there are no minimum usage requirements and no commitment for a minimum number of hours.”
2. That the final paragraph of Exhibit B, entitled “Revised Schedule of Fees” of the Original Agreement as Amended, is hereby amended to read as follows:
- “The maximum aggregate compensation of the Plan Check Agreements As Amended is two million, nine hundred forty-nine thousand dollars (\$2,949,000), subject to budget appropriations, which includes all payments that may be authorized for Services, expenses, supplies, materials and equipment required to perform the Services under this Agreement or under any of the Plan Check Agreements As Amended.”

3. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

City of Santa Clara
Office of the City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WEST COAST CODE CONSULTANTS, INC., (WC³).
a California Corporation

Dated: _____

By (Signature): _____

Name: Giyan Senaratne, PE, SE, LEED AP, CASp

Title: Principal/CEO

Principal Place of Business Address: 2400 Camino Ramon, Ste 240
San Ramon, CA 94583

Email Address: giyan@wc-3.com

Telephone: (925) 275-1700

Fax: _____

“CONTRACTOR”

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 3 - Form.doc