

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PLAN REVIEW CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Plan Review 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 Plan Review Consultants, Inc.," dated July 19, 2016 (Original Agreement);
- B. The Original Agreement was previously amended by Amendment No. 1, dated August 28, 2017, Amendment No. 2 dated May 14, 2019, Amendment No. 3 dated February 24, 2021, and is again amended by this Amendment No. 4. 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 10 of the Original Agreement as Amended, entitled "Compensation and Payment," is hereby amended to read as follows:

"10. 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 text on the first page of Exhibit B, entitled “Fee Schedule” of the Original Agreement as Amended, is hereby amended to read as follows:

“Contractor shall provide a schedule of rates and fees which includes all billing amounts and costs as follows in Exhibit B.

If an item is not specifically mentioned in Exhibit B, details will be discussed and approved by the City of Santa Clara Building Official as needed.

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. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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”

PLAN REVIEW CONSULTANTS, INC.
a California Corporation

Dated: _____

By (Signature): _____

Name: Massoud Abolhoda

Title: President

Principal Place of Business Address: 1680 Civic Center Dr., Suite 225, Santa Clara, CA 95050

Email Address: massoud@plan-review.com

Telephone: 650-321-7008

Fax: 510-217-4098

“CONTRACTOR”

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