

## AMENDMENT TO PROFESSIONAL SERVICES MASTER AGREEMENT

THIS AMENDMENT TO Professional Services Master Agreement is made and entered into this       day of       2018, between the **CITY OF STOCKTON**, a municipal corporation ("City"), and **4LEAF, Inc.**, a California "C" Corporation whose address is 8896 N Winding Way, Fair Oaks, CA 95628 and telephone number is (925) 462-5959, ("Consultant"), and **Bureau Vertias North America, Inc.**, a Delaware Corporation whose address is 180 Promenade Circle, Suite 150, Sacramento, CA 95834 and telephone number is (916) 725-420, ("Consultant"), and **CSG Consultants, Inc.**, a California Corporation whose address is 1022 G Street, Sacramento, CA 95814 and telephone number is (916) 492-2275, ("Consultant"), and **West Coast Code Consultants, Inc.**, a California "S" Corporation whose address is 2400 Camino Ramon, Suite 240, San Ramon, CA 94583 and telephone number is (925) 275-1700, ("Consultant").

### RECITALS

WHEREAS, the Parties entered into a Professional Services Master Agreement for on-call building plan review and inspection services, engineering plan review including CASp compliance and OSHPD 3 certification, construction and floodplain management on July 25, 2017 ("Original Agreement"), pursuant to Resolution 2017-06-20-1103, as part of a vendor pool and desire to amend said Agreement, and

WHEREAS, the Original Agreement approved compensation for services and reimbursable expenses in an amount not to exceed Four Hundred, Eighty Thousand Dollars (\$480,000.00) total across all Consultants; and

WHEREAS, the services provided for under this Agreement are vital to functions carried out by the Community Development Department; and

WHEREAS, due to an unforeseen increase in economic growth, the City and Consultant previously approved compensation will not support the increased building services work demand; and

WHEREAS, the City and Consultant now wish to update the Original Agreement, due to this unanticipated construction intensification, by entering into an Amended Professional Services Master Agreement and raise the compensation to One Million Dollars (\$1,000,000.00) total across all Consultants.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. Section 4: Compensation. Compensation for services and reimbursable expenses is hereby amended to be in the amount not to exceed One Million Dollars (\$1,000,000.00), and not to exceed hourly rates as described more particularly under Professional Services Fees found in Exhibit A (4LEAF, Inc.), Exhibit B (Bureau Veritas North America, Inc.), Exhibit C (CSG Consultants, Inc.), and Exhibit D (West Coast Code Consultants, Inc.). The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Consultant acknowledges that this amount includes total compensation across four contracts.

2. All other terms and conditions of the said original Professional Services Master Agreement shall remain unchanged and in full force and effect unless modified in writing by both parties.

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IN WITNESS WHEREOF, the parties have caused this Amendment to the Professional Services Master Agreement to be executed on the date and year first above written.

**CITY OF STOCKTON**

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KURT O. WILSON  
CITY MANAGER

**4LEAF, INC.**

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KEVIN J. DUGGAN, PRESIDENT

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GENE BARRY, VICE PRESIDENT

**CSG CONSULTANTS, INC.**

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CYRUS KIANPOUR, PRESIDENT

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CHARLES D. RUER, SECRETARY  
*RIDER*

**ATTEST:**

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BRET HUNTER, CMC  
INTERIM CITY CLERK

**BUREAU VERITAS NORTH AMERICA, INC.**

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CRAIG BAPTISTA, OPERATIONS DIR.

\_\_\_\_\_  
ANDREA COLEY

**WEST COAST CODE CONSULTANTS, INC.**

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GIYAN SENERATNE, PRESIDENT

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CHRIS ROSE, OPERATIONS MGR.

**APPROVED AS TO FORM:**

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JOHN LUEBBERKE  
CITY ATTORNEY