

**SECOND AMENDMENT TO AGREEMENT 865 BETWEEN THE
CITY OF CUPERTINO AND INDEPENDENT CODE
CONSULTANTS, INC FOR ON-CALL PLAN REVIEW SERVICES**

This Second Amendment to Agreement 865 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Independent Code Consultants, Inc., a Corporation ("Contractor") whose address is 5870 Stoneridge Mall Road, Suite 200, Pleasanton, CA 94588, and is made with reference to the following:

RECITALS

- A. On June 26, 2024, Agreement 865 ("Agreement") was entered into by and between City and Contractor for On-Call Plan Review Services.
- B. On October 2, 2025, City and Contractor entered into a First Amendment to the Agreement
- C. The Original Agreement and First Amendment are collectively referred to as the "Agreement" unless otherwise indicated.
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Paragraph 4 of the Agreement is modified to read as follows:

4. **COMPENSATION**

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services an amount that will based on actual costs but that will be capped so as not to exceed \$515,000 ("Contract Price"), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached an incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

4.2 Invoices and Payments. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

- 2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

INDEPENDENT CODE CONSULTANTS,
INC

By_____

Title_____

Date_____

By_____

Title_____

Date_____

APPROVED AS TO FORM

Senior Assistant City Attorney

ATTEST:

City Clerk

Date_____

EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
Base	2025-177	\$195,000.00
1 st Amendment	-	\$120,000.00
2 nd Amendment		\$200,000.00
Total		\$515,000.00