

**FIRST AMENDMENT TO LICENSE AGREEMENT WITH  
PROCORE TECHNOLOGIES, INC. TO PROVIDE SOFTWARE FOR  
CONSTRUCTION PROJECT MANAGEMENT**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on April 15, 2025, by and between Procore Technologies, Inc., a Delaware corporation ("Procore"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("Customer or City").

**RECITALS**

- A. The Parties entered into Agreement No. A-2020-175 ("Agreement") dated September 1, 2020, to provide a license agreement to access software to provide construction project management software for the City's Public Works Agency.
- B. The initial term of the Agreement ran through August 31, 2021 and, per Council Approval, allowed for up to four (4) extensions of the Agreement, which the Parties exercised based on an annual expenditure of \$50,000. The current term of the Agreement runs through August 31, 2025. The Agreement is current and in-effect.
- C. The Parties now wish to amend the Agreement to update and increase services for the final renewal year, extend the term, and increase the overall compensation. No other changes are contemplated by this Amendment.

**The Parties therefore agree:**

**1. The Agreement is hereby amended as follows:**

- a. **Quote #91975**, attached hereto as Exhibit A-1 to this First Amendment, shall be fully incorporated into the Agreement.
- b. **Term**, as detailed in the Order Form to the Agreement, is hereby extended through September 16, 2025.
- c. **Compensation** is hereby increased for the final renewal period by an additional \$55,000. The total amount for this final renewal period shall not exceed \$105,000. This amount includes the base amount of \$92,071.38, detailed in Exhibit A-1, and a contingency amount of \$12,928.62. The total amount to be expended for the entire term of this Agreement shall not exceed \$305,000.
- d. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST:


CITY OF SANTA ANA

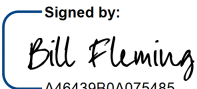
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nuñez  
City Manager

APPROVED AS TO FORM  
SONIA R. CARVALHO  
City Attorney

PROCORE

By:   
Kyle Nellesen  
Assistant City Attorney

Signed by:  
  
A46439B0A075485...  
By: Bill Fleming  
Title: SVP, Corporate Controller

In Process

RECOMMENDED FOR APPROVAL

 Digitally signed by Nabil Saba  
Date: 2025.04.07 08:28:35 -07'00'

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency



6309 Carpinteria Avenue  
Carpinteria, CA 93013  
(866) 477-6267

**PROPOSED BY:**  
Kara Filipp  
kara.filipp@procore.com

Order Form	
Customer Name	City of Santa Ana
Quote Number	Q-91975
Generated By	Kara Filipp

Subscription Info	
Subscription Type	Renewal
Start Date	September 17, 2024
End Date	September 16, 2025
Full Subscription Term	12
Billing Frequency	Quarterly
Payment Terms	Net 30
Auto Renewal	No
PO #	
Tax Exempt	No
VAT ID	
Currency	USD
Offer Valid Through	February 21, 2024

<b>BILL TO:</b> Leif Lovegren llovegren@santa-ana.org 714-647-3327 City of Santa Ana 20 Civic Center Plaza, Santa Ana, CA 92701, United States
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<b>SHIP TO:</b> Leif Lovegren llovegren@santa-ana.org 714-647-3327 City of Santa Ana 20 CIVIC CENTER PLZ, SANTA ANA, CA 92701-4058, United States
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Year 1 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
<b>Project Management Pro</b> Tools: Correspondence, Daily Log, Drawings, Emails, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	80	September 17, 2024 - September 16, 2025	\$66,451.34
<b>Quality &amp; Safety</b> Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Observations, Photos, Schedule	ACV(MM)	80	September 17, 2024 - September 16, 2025	\$25,620.04
Subtotal				\$92,071.38

In Process

Total Fees	
Subscription Fees:	\$92,071.38
Total Fees:	\$92,071.38

TERMS AND CONDITIONS
<p>The prices shown above have been rounded to two decimal places for display purposes. Prices quoted do not include taxes. One-time promotional pricing, when applicable on the Order, will expire at the end of the Subscription Term.</p> <p>The following are the Usage Metrics for the Services in accordance with the Unit of Measure listed in the Product Table above. If Customer's usage exceeds the quantity listed within the Product Table above, then Customer will be subject to additional Fees:</p> <p>Annual Construction Volume ("ACV") means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during each 12-month period identified on this Order.</p> <p>Workforce Planning: Customer's use of Workforce Planning is limited by the number of Full-Time Equivalents (FTE), which is the average number of Active Customer Employees during an annual Subscription Term. An Active Customer Employee is defined as an active resource in the People list, if applicable.</p> <p>Field Productivity: Customer's use of the Timesheets Tool is limited by the number of Full Time Equivalents ('FTE') calculated as the average number of Active Customer Employees during an annual Subscription Term. An Active Customer Employee is defined as a person with time logged in the tool, if applicable.</p> <p>In addition to the tools listed above, all Procore clients have access to the following core tools: directory, documents, reports, and task, except for those clients who have purchased only Capital Planning and/or Portfolio Financials.</p> <p>This Order is governed by the terms of the <a href="#">Procore Subscription and Services Agreement</a> (the "SSA") and Data Processing Addendum (the "DPA"). To the extent this Order includes products governed by any service-specific terms found at <a href="https://procore.com/legal/pay-solution-terms">https://procore.com/legal/pay-solution-terms</a> (the "Service-Specific Terms"), such Service-Specific Terms also apply. This Order, the SSA, and the DPA constitute the entire agreement between Procore and Customer, superseding any other terms including, but not limited to, the terms of any Customer purchase order and any prior agreements between the Parties regarding Customer's purchase of services from Procore.</p>

Each Party represents that it has the authority to enter into this Order.

To view details of services purchased, please visit this [page](#).

**City of Santa Ana (“Customer”)**

Signed by:

Signature: 

Name: Leif Lovgren

Title: Public Works Projects Manager

Date: 09/17/24

Initial



I accept the terms and conditions of the SSA found at  
<https://www.procore.com/legal/subscription-services-agreement>

Initial



I accept the terms and conditions of the DPA found at  
<https://www.procore.com/legal/dpa>

**Procore Technologies, Inc. (“Procore”)**

DocuSigned by:

Signature: 

Name: Darin Solinsky

Title: VP, Deal Desk

Date: 09/17/24

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