

SECOND AMENDMENT TO SERVICES AGREEMENT

This Second Amendment to Services Agreement (“Second Amendment”) is hereby entered into on July 13, 2021 by and between the City of Rialto, a municipal corporation (“City”), and Bureau Veritas North America, Inc., a Delaware corporation, (“Consultant”). The City and Consultant are collectively referred to as the “Parties”.

RECITALS

- A. City and Consultant entered into a Services Agreement for building official services on or about August 11, 2020 (“Agreement”), for an amount not to exceed \$150,000.
- B. City and Consultant entered into a First Amendment to the Agreement for building official services on or about April 27, 2021 (“First Amendment”), for an amount not to exceed \$100,000.
- B. This Second Amendment amends the Agreement to increase the compensation amount called for in the Agreement by \$60,000 for a total not to exceed compensation amount under the Agreement of \$310,000.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Second Amendment which modifies and amends the Agreement as follows:

- 1. **AMENDMENTS.** The Agreement is hereby modified and amended as follows:

- 1.1 **Contract Sum.**

- (a) Section 2.1, “Contract Sum,” of the Agreement is hereby amended and restated below in its entirety to read:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the ‘Schedule of Compensation’ attached hereto as Exhibit ‘C’ and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed three hundred ten thousand dollars (\$310,000) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9. In addition, plan checking services shall be compensated at fifty (50) percent of the applicable City fee or at the rate of \$120.00 per hour, whichever is lower.”

- 2. **GENERAL PROVISIONS.**

- 2.1 **Remainder Unchanged.** Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the Parties.

2.2 **Integration.** This Second Amendment constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date.** This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Parties.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

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

BUREAU VERITAS (CONSULTANT)

CITY OF RIALTO

By: _____

Marcus Fuller
City Manager

Its: _____

ATTEST:

APPROVED AS TO FORM

Barbara McGee
City Clerk

Eric Vail
City Attorney