

First Amendment to
SANTA BARBARA CITY AGREEMENT NO. 25387
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____ by and between the

CITY OF SANTA BARBARA,
a municipal corporation, hereinafter
referred to as "City";

and

Bureau Veritas North America, Inc.,
a Delaware Corporation, referred to
herein as the "Contractor,"

WITNESSETH:

Whereas, the City requires the assistance of professional consultants, having the appropriate background, training, and experience necessary to assist the City to perform Building and Safety Division Services for plan review.

Whereas, the City and Contractor have entered into City of Santa Barbara Agreement No. 25387 for the performance of plan review services.

Whereas, Contractor has provided these services under the original Agreement. The City now wishes to revise the total compensation in order to allow for continued plan review. City shall compensate Contractor in accordance with this First Amendment.

Now, therefore, the City and Contractor agree that Agreement No. 25387 is amended to read as follows, all other provisions of the original agreement remain in full force and effect without amendment:

2. COMPENSATION

a. The original Contract amount of \$70,000.00 is increased by \$90,000.00 for a new not to exceed amount of \$160,000.00. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$160,000.00 without the express written approval of an authorized representative of the City. The basic contract is for \$160,000.00 and the total that may be claimed

for Extra Services under Section 3 of this Contract shall not exceed \$0.00. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by Department Head.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

**CITY OF SANTA BARBARA
A Municipal Corporation**

Bureau Veritas North America, Inc

George Buell
Community Development Director

Signature

Type or Print Name

ATTEST:

Title

Gwen Peirce, CMC
City Clerk Services Manager

Address

APPROVED AS TO CONTENT:

City, State Zip

Andrew Stuffer
Chief Building Official

Phone Number

APPROVED AS TO FORM:

Ariel Pierre Calonne
City Attorney

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Mark Howard
Risk Manager