

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND BUREAU VERITAS NORTH AMERICA, INC., DATED APRIL 30, 2020

This Amendment is entered into as of this 23rd day of February, 2021, by and between the City of Rocklin, a municipal corporation (“City”) and Bureau Veritas North America, Inc. (“Contractor”), who agree as follows:

RECITALS

WHEREAS, City and Contractor entered into an agreement on April 30, 2020, for Fire and Life Safety Inspection services (the “Contract”), for an amount not to exceed \$50,000, which was executed by the City Manager; and

WHEREAS, the City wishes to increase the compensation under the Contract to an amount not to exceed \$120,000; and

WHEREAS, the City wishes to extend the current Contract which expires on April 30, 2021 to a new expiration date of June 30, 2021; and

WHEREAS, Exhibit B of the current Contract sets forth the Payment/Schedule of Fees and the hourly fee for contractor personnel performing fire inspection services, and the parties agree to change the Classification of Supervising Fire Inspector/Consulting Services to Senior Fire Inspector and charged at the hourly billing rate of \$100 per hour; and

WHEREAS, the parties agree that a correction to Exhibit B is needed to accurately describe information required to be included in invoices.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract as follows:

1. Section 2.A. of the Contract is hereby amended to read as follows:

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, and in accordance with the Payment/Schedule of Fees in Exhibit B, but in no event shall the total compensation exceed the **total sum of \$120,000**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

2. Section 4.A. of the Contract is hereby amended to read as follows:

A. This Agreement shall become effective on April 30, 2020, and shall continue in effect up to and including June 30, 2021, unless sooner terminated as provided herein.

3. Exhibit B of the Contractor Services Agreement, the "Payment/Schedule of Fees," attached hereto and incorporated herein by reference, is hereby amended to: (1) increase the not to exceed amount for the agreement from \$50,000 to \$120,000; and (2) change the classification for Supervising Fire Inspector/Consulting Services to Senior Fire Inspector.

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract, the terms of this Amendment will prevail.

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONTRACTOR,
BUREAU VERITAS NORTH AMERICA, INC.,

By: _____
Manuel (Craig) Baptista, Vice President

By: _____

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

ATTEST:

By: _____
Hope Ithurnburn, City Clerk

EXHIBIT B

Payment/Schedule of Fees

Compensation for services as described in Exhibit A shall not exceed \$120,000 for Fire Inspection Services. Should additional work be recommended or requested by the City, such additional work will be approved by City prior to initiation of the additional work.

Consultant shall submit monthly invoices for work. All invoices shall be broken down by assignment, person performing the task, time in hours worked, hourly rate, and expenses. The City shall pay invoices within (30) days after receipt, if the work specified in the invoice has been completed to the satisfaction of the City.

Contractor shall bill for Inspection Services at the hourly billing rates set forth below:

Classification	Hourly Billing Rate
Fire Inspector I	\$92.00
Fire Inspector II	\$98.00
Senior Fire Inspector	\$100.00
Hourly overtime charge per inspector	1.25 x hourly