

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (First Amendment) is entered into by and between Bureau Veritas North America, Inc., a Delaware corporation (Consultant) and the City of Lompoc, a California municipal corporation (City) for a comprehensive plan review.

WHEREAS, City and Consultant entered into that certain Consultant Services Agreement effective July 1, 2025 (Agreement), whereby Consultant is to provide plan checks and inspection services (Consultant Services); and

WHEREAS, the Agreement provides in Paragraph 9.6 for the modification of its terms only by an instrument in writing, executed by the parties to the Agreement, this First Amendment is that instrument; and

WHEREAS, City and Consultant wish to amend the Agreement to include Building Official services; and

WHEREAS, the City Manager holds authority to execute this First Amendment to the Agreement pursuant to the Lompoc Municipal Code; and

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. The parties agree that the recitals above are true and are incorporated herein.
2. Section 1 of the Agreement is hereby amended as follows (**bold underlined** text is added, ~~stricken~~ text is deleted);

1 **CITY CONTRACT WITH CONSULTANT.** CITY hereby engages with CONSULTANT, CONSULTANT agrees to perform the services set forth herein and in Exhibit "A," "Request for Proposal;" **Exhibit "A-1" "Building Official Services";** and Exhibit "B," "Proposal" dated May 27, 2025; and CITY and CONSULTANT mutually agree to payment of CONSULTANT in the manner and amounts set forth herein and in Exhibits "A" and "B."

3. Exhibit "A-1" attached hereto is hereby added as Exhibit A-1 to the Agreement.
4. Except as expressly provided herein the terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on next page.)

IN WITNESS WHEREOF, this First Amendment has been executed on the dates written below and shall become effective when executed on behalf of all the Parties, but as of the date executed on behalf of City.

CITY OF LOMPOC, a municipal corporation:


Dated: _____

By: _____
Dean Albro
City Manager

ATTEST:


By: _____
Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: 
Jeff Malawy, City Attorney

BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation:

Dated: August 26, 2025

By: 
Craig Baptista
Vice President

By: _____
Printed name and title:

Exhibit "A-1"

Building Official Services

As requested by City, and as directed by the City's Community Development Director, Consultant shall plan, organize, and direct activities of the Building Inspection Division including plan checks, related inspections, and to perform related work as directed.

Consultant shall undertake tasks as directed and requested by the Community Development Director to manage the Building Inspection Division. The Division is responsible for all building regulation services and programs, including: plan checking, electrical, structural, plumbing, mechanical, and other relevant codes and regulations. Upon appointment by City's City Manager, Consultant shall serve as the City's Building Official, until City Manager may decide to remove such appointment.

As requested by City, Consultant shall plan, direct, develop and manage comprehensive programs relating to building inspection and activities falling within the Division; develop, implement, and monitor policies, goals, objectives, and priorities in compliance with governing laws, regulations, and guidelines; coordinate the activities of the Division with other City programs and activities; review building plans to determine compliance with codes, regulations and ordinances; prepare reports and recommendations to the City Council; make recommendations to the Fire Chief, Fire Marshal, City Manager and public officials; provide technical advice to builders and the general public; investigate complaints of code and ordinance violations and other unsafe conditions; may conduct field inspections of building projects; coordinate with the Fire Marshal in evaluating existing fire safety conditions and federal, state, and local codes applicable to fire safety; recommend policies, procedures, and ordinance revisions as necessary; develop the building services work plan for review and approval; monitor work flow; review and evaluates work products and procedures; meet with architects and builders to discuss plans, code compliance and changes in plans, serve as secretary to the Uniform Code Board of Appeals; approve utility connections; train staff; and perform related work as directed.

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (First Amendment) is entered into by and between Bureau Veritas North America, Inc., a Delaware corporation (Consultant) and the City of Lompoc, a California municipal corporation (City) for a comprehensive plan review.

WHEREAS, City and Consultant entered into that certain Consultant Services Agreement effective July 1, 2025 (Agreement), whereby Consultant is to provide plan checks and inspection services (Consultant Services); and

WHEREAS, the Agreement provides in Paragraph 9.6 for the modification of its terms only by an instrument in writing, executed by the parties to the Agreement, this First Amendment is that instrument; and

WHEREAS, City and Consultant wish to amend the Agreement to include Building Official services; and

WHEREAS, the City Manager holds authority to execute this First Amendment to the Agreement pursuant to the Lompoc Municipal Code; and

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. The parties agree that the recitals above are true and are incorporated herein.
2. Section 1 of the Agreement is hereby amended as follows (**bold underlined** text is added, ~~stricken~~ text is deleted);

1 **CITY CONTRACT WITH CONSULTANT.** CITY hereby engages with CONSULTANT, CONSULTANT agrees to perform the services set forth herein and in Exhibit "A," "Request for Proposal;" **Exhibit "A-1" "Building Official Services";** and Exhibit "B," "Proposal" dated May 27, 2025; and CITY and CONSULTANT mutually agree to payment of CONSULTANT in the manner and amounts set forth herein and in Exhibits "A" and "B."

3. Exhibit "A-1" attached hereto is hereby added as Exhibit A-1 to the Agreement.
4. Except as expressly provided herein the terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on next page.)


IN WITNESS WHEREOF, this First Amendment has been executed on the dates written below and shall become effective when executed on behalf of all the Parties, but as of the date executed on behalf of City.


CITY OF LOMPOC, a municipal corporation:

BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation:

Dated: August 28, 2025

Dated: August 26, 2025

By: 
Dean Albro
City Manager

By: 
Craig Baptista
Vice President

ATTEST:

By: 
Stacey Haddon, City Clerk

By: _____
Printed name and title:

APPROVED AS TO FORM:


By: 
Jeff Malawy, City Attorney

Exhibit "A-1"

Building Official Services

As requested by City, and as directed by the City's Community Development Director, Consultant shall plan, organize, and direct activities of the Building Inspection Division including plan checks, related inspections, and to perform related work as directed.

Consultant shall undertake tasks as directed and requested by the Community Development Director to manage the Building Inspection Division. The Division is responsible for all building regulation services and programs, including: plan checking, electrical, structural, plumbing, mechanical, and other relevant codes and regulations. Upon appointment by City's City Manager, Consultant shall serve as the City's Building Official, until City Manager may decide to remove such appointment.

As requested by City, Consultant shall plan, direct, develop and manage comprehensive programs relating to building inspection and activities falling within the Division; develop, implement, and monitor policies, goals, objectives, and priorities in compliance with governing laws, regulations, and guidelines; coordinate the activities of the Division with other City programs and activities; review building plans to determine compliance with codes, regulations and ordinances; prepare reports and recommendations to the City Council; make recommendations to the Fire Chief, Fire Marshal, City Manager and public officials; provide technical advice to builders and the general public; investigate complaints of code and ordinance violations and other unsafe conditions; may conduct field inspections of building projects; coordinate with the Fire Marshal in evaluating existing fire safety conditions and federal, state, and local codes applicable to fire safety; recommend policies, procedures, and ordinance revisions as necessary; develop the building services work plan for review and approval; monitor work flow; review and evaluates work products and procedures; meet with architects and builders to discuss plans, code compliance and changes in plans, serve as secretary to the Uniform Code Board of Appeals; approve utility connections; train staff; and perform related work as directed.