

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement (Second 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 plan checks and inspection services.

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, City and Consultant entered into that certain First Amendment to Consultant Services Agreement effective August 28, 2025, to include additional services of a Building Official; 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 Second Amendment is that instrument; and

WHEREAS, City and Consultant wish to amend the compensation of the Agreement; and

WHEREAS, the City Manager holds authority to execute this Second Amendment to the Agreement pursuant to authority granted by the City Council; 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 9.1 of the Agreement is hereby amended as follows (**bold underlined** text is added, ~~stricken~~ text is deleted);
  - 9.1 For services performed per Exhibit "A," "Request for Proposal," "Exhibit A-1" "Building Official Services," and Exhibit "B," "Proposal," ~~XXXXX~~, CITY agrees to pay CONSULTANT a total fee that shall not exceed ~~\$100,000.00~~ **\$187,000.00**. that amount does not include Extra Services as defined in Paragraph 11 of this Agreement. The Compensation for all services pursuant to this Agreement, including all reimbursable expenses and all extra services, shall be paid at the time and in the manner set forth in Exhibits "A," and "B."
3. 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: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dean Albro  
City Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed name and title:

ATTEST:

By: \_\_\_\_\_  
Stacey Haddon, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed name and title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeff Malawy, City Attorney