

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
BUREAU VERTIAS NORTH AMERICA, INC.**

1. PARTIES AND DATE.

This **First** Amendment to the Professional Services Agreement (“**First** Amendment”) is made and entered into this **18th** day of **March, 2020** by and between the City of Corona (“City”) and **Bureau Veritas North America, Inc., a Delaware Corporation** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this **First** Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated **August 21, 2019** ("Agreement"), whereby Contractor agreed to provide **plan check consulting, inspection, code enforcement, and on-site staffing services** through **June 30, 2022**.

2.2 Amendment. City and Consultant desire to amend the Agreement for the **First** time in order to (1) increase compensation to **\$1,000,000 per fiscal year** through **June 30, 2022**; (2) to replace Exhibit “C” with Exhibit “C-1” Compensation

3. TERMS.

3.1 Fees and Payments. Section 3.3.1 (Rates & Total Compensation) of the Agreement, is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Million Dollars (\$1,000,000) per fiscal year** ending June 30, 2022 (“Total Compensation”), without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Continuing Effect of Agreement. Except as amended by this **Frist** Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

From and after the date of this **First** Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this **First** Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this **First** Amendment.

3.5 Counterparts. This **First** Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH BUREAU VERTIAS NORTH AMERICA, INC.

IN WITNESS WHEREOF, the Parties have entered into this **First** Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

By: _____
Joanne Coletta
Community Development Director

Review: _____
Chris Milosevic
Building Official/Building Inspection Manager

Review: _____
Scott Briggs
Purchasing Specialist V

Attest: _____
Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH BUREAU VERTIAS NORTH AMERICA, INC.

IN WITNESS WHEREOF, the Parties have entered into this **First** Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

Bureau Veritas North America, Inc.
a Delaware Corporation

By:  DocuSigned by:
24A2D8E95F29454...
Signature
Craig Baptista
Name
Vice President
Title (President, CEO, Vice President)

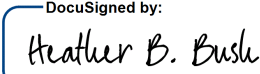
By:  DocuSigned by:
CDE215F45A074D2...
Signature
Heather B. Bush
Name
Secretary and Vice President
Title (CFO, Treasurer, Secretary)

EXHIBIT “C-1”

COMPENSATION

The Total Compensation shall not exceed \$1,000,000 without authorized written approval of the City’s Representative.

Consultant fees shall be split in the following manner: 55% of fees to Consultant; 45% of fees to the City.

RATE TABLE

ON-SITE AND OFFSITE BUILDING PLAN CHECK PERCENTAGE OF FEE BASED ON THE CITY’S COLLECTED FEES	
55% of City Collected Plan Check Based on most recent City adopted fee schedule; fee percentage includes M/E/P plan checks	
FIRE PLAN CHECK PERCENTAGE OF CITY’S COLLECTED FEE	
60% of City Collected Plan Check Based on most recent City adopted fee schedule	
HOURLY RATES FOR ADDITIONAL SERVICES	
Staff Level Classifications:	Hourly Billing Rate:
Project Manager/Building Official (Rates based on qualifications)	\$160 - \$175
Plan Check Engineer (P.E., S.E.)	\$130
M/E/P Plans Examiner	\$120
Certified Plans Examiner	\$105
CASp Specialist	\$110
Supervising/Sr. Building Inspector	\$97
Building Inspector	\$85
Permit Technician	\$70
Fire Marshal	\$140
Fire Protections Engineer	\$120
Fire Inspector	\$90
Code Enforcement	\$90

*Expedite Plan Review will be an additional 25% of fees shown above.

* Overtime will be an additional 25% of the fees shown above. No overtime will be charged without approval.