

**CITY OF OCEANSIDE  
AMENDMENT 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Fire and Life Safety Plan Review Services**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated February 5, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Bureau Veritas North America, Inc., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated September 9, 2020, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the City as set forth therein;

WHEREAS, CITY and CONSULTANT entered into Amendment 1 to the agreement on September 14, 2022 ("Amendment 1");

WHEREAS, CITY and CONSULTANT entered into Amendment 2 to the agreement on June 26, 2024 ("Amendment 2");

WHEREAS, CONSULTANT has completed and updated all required proofs of insurance;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work, contract price, and to the term of the Agreement.

**AMENDMENT**

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 7, COMPENSATION, is hereby amended to provide that the total compensation for all work performed in accordance with this agreement shall not exceed \$201,755 for FY 2024/2025 and \$70,720 for FY 2025/2026.

2. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed. Amendment No. 1,

## Amendment to Fire and Life Safety Plan Review PSA

Amendment No. 2, Amendment No. 3, and the September 9, 2020 Professional Services Agreement represent the entire Agreement between the parties and may not be modified, except in writing by authorized representatives.

**SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

BUREAU VERITAS NORTH  
AMERICA, INC.

By:   
Craig Baptista, Vice President

Date: January 15, 2025

By: \_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

06-1689244  
Employer ID No.

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Jonathan Borrego, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On January 15, 2005 before me, Chandler Hotchkin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Manuel "Craig" Baptista  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# BUREAU VERITAS PROPOSAL



May 8, 2024

## Oceanside Fire Department

Timothy L. Scott, Division Chief  
Support Services/Community Risk Reduction City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054  
760.435.4354  
tscott@oceansideca.org

## Fee Proposal to Oceanside Fire Department

Bureau Veritas North America, Inc. (BV) is pleased to submit our updated fee proposal to provide Fire and Life Safety Plan Review and Inspection Services for the Oceanside Fire Department.

Our reviews and inspections will be conducted in accordance with the applicable Federal, State, and Local NFPA Fire and Building Codes and Ordinances. The fee schedule in effect at the beginning of the contract shall be held as the rates for any extra service work for the duration of the project, unless the contract completion date is extended due to changes initiated and a new rate structure is included in the contract extension. The presented fees will be valid through June 30, 2026.

## Proposed Hourly Rates:

Position	Hourly Billing Rate	Hourly Billing Rate
	2024/2025	2025/2026
Fire Protection Engineer	\$152	\$158
Senior Fire Plans Examiner	\$131	\$136
Fire Plans Examiner	\$114	\$118
Fire Inspector	\$114	\$118

- Overtime will be invoiced at 1.25% of the rates referenced above
- Mileage incurred during the course of performing inspections will be billed at the established IRS limits
- Hourly rates are non-union/non-prevailing wage

## Terms and Conditions

Bureau Veritas standard terms and conditions shall govern all work and services provided and can be located at <https://www.bvna.com/code-compliance-terms-and-conditions>. Please sign on the following page where indicated and return a copy to the signatory (craig.baptista@bureauveritas.com). Your signature represents your acceptance of the Proposal, Agreement, and Conditions.