

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.34
(ID # 21430)

MEETING DATE:

Tuesday, March 28, 2023

FROM : TLMA-BUILDING AND SAFETY:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/BUILDING & SAFETY:
Approval of Amendment No. 1 to the Professional Service Agreements for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services with Willdan Engineering, Interwest Consulting Group, Inc., True North Compliance Services, Inc., Bureau Veritas North America, Inc. and Amendment No. 3 to the Professional Service Agreement for Counter Permit Technician Services with 4Leaf, Inc.; All Districts. [\$8,430,000 Total Aggregate Cost; up to \$843,000 in Additional Compensation - Development Fee Revenue 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** Amendment No. 1 to the Professional Service Agreements for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services with:
 - a. Willdan Engineering to increase the maximum payment amount by \$1,780,000, from \$540,000 in aggregate to \$2,320,000 in aggregate, through June 30, 2025;
 - b. Interwest Consulting Group, Inc. to increase the maximum payment amount by \$2,350,000, from \$2,700,000 in aggregate to \$5,050,000 in aggregate, through June 30, 2025;
 - c. True North Compliance Services, Inc. to increase the maximum payment amount by \$350,000, from \$495,000 in aggregate to \$845,000 in aggregate, through June 30, 2025;
 - d. Bureau Veritas North America, Inc. to increase the maximum payment amount by \$2,825,000, from \$1,125,000 in aggregate to \$3,950,000 in aggregate, through June 30, 2025;

Continued on Page 2

ACTION:Policy, 4/5 Vote Required


Charissa Leach, TLMA Director 3/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 28, 2023
xc: TMLA-Building and Safety, Auditor-Controller

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. **Approve** Amendment No. 3 to the Professional Service Agreement for Counter Permit Technician Services with 4Leaf, Inc. to exercise the second option to renew and extend the period of performance for one (1) year through June 30, 2024, and to increase the maximum payment amount by \$1,125,000, from \$100,000 annually to \$1,425,000 in aggregate;
3. **Authorize** the Chair of the Board to sign three (3) copies of each amendment on behalf of the County;
4. **Direct** the Clerk of the Board to retain one (1) copy of each amendment and return two (2) copies of each amendment to Riverside County Transportation and Land Management Agency for distribution;
5. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the agreements including modifications to the scope of services that stay within the intent of the agreements; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreements; and
6. **Approve and Direct** the Auditor-Controller to make the budget adjustment shown on Schedule A.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$ 1,780,000 | \$ 3,325,000 | \$ 8,430,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Development Fee Revenue | | | Budget Adjustment: Yes | |
| | | | For Fiscal Year: 22/23 - 24/25 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation and Land Management Agency's (TLMA) Building and Safety department has been utilizing on-call plan review and inspection contract services since 2015 to supplement its core in-house staff. The department is having difficulty recruiting inspectors and plans examiners, and once recruited, retaining them. The contract assistance has allowed us to better manage the rising workload demands.

Contractors have been utilized extensively to help with the backlog of both flat fee permits as well as DBF projects from the beginning of these contracts. In FY 20/21 (1/1/21 to 6/30/21) and FY 21/22, the department exceeded contract expenses by \$1,972,970. In current fiscal year, the department is projecting to spend an additional \$1.77M more than annual contract amount. The department is expected to exhaust contract capacity two years before the contract terms expire.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

For this reason, the department is requesting to increase the contract amount of all contractors for the remainder of the contract term.

The request before the Board is for the approval of the amendments with Willdan Engineering, Interwest Consulting Group, Inc., True North Compliance Services, Inc., and Bureau Veritas North America, Inc. for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services as well as 4Leaf, Inc. for Counter Permit Technician Services to increase the total contract aggregate payment amount by \$8,430,000.

Impact on Residents and Businesses

Residents, businesses, and development applicants have benefitted from the quicker response times which has assisted residents, businesses, and developers meet the tight timelines lending institutions have placed on construction loans.

Additional Fiscal Information

The on-call services will be funded 100% by development fees. No dollar amount of work is guaranteed. The basis of work will be on an “as needed” basis. The Agreements include provisions for the County to terminate at any time. The not-to-exceed aggregate contract amount is anticipated to be divided by the contractors as follows, with the right to shift work assignments between the contractors in the best interest of the County. Below is the cost summary of total contract aggregate amount by the County to the Contractors through June 30, 2025:

| Contractor | Original Contract Amount | New Contract Total Aggregate |
|--------------------------------------|--------------------------|------------------------------|
| Willdan Engineering | \$540,000 | \$2,320,000 |
| Interwest Consulting Group, Inc. | \$2,700,000 | \$5,050,000 |
| True North Compliance Services, Inc. | \$495,000 | \$845,000 |
| Bureau Veritas North America, Inc. | \$1,125,000 | \$3,950,000 |
| 4Leaf, Inc. | \$300,000 | \$1,425,000 |
| Total | \$5,160,000 | \$13,590,000 |

Contract History and Price Reasonableness

On February 7, 2020, Purchasing and Fleet Services released Request for Proposal (RFP) TLARC-681, on behalf of Building and Safety for on-call services (Plans Examiner, Building Inspector, and Counter Technician) and Geotechnical Services. The RFP was advertised publicly, and notifications were sent to the three (3) incumbents. The RFP closed on March 11, 2020, with thirteen (13) proposals received in response to the RFP. These proposals were evaluated based on their scope of work, experience and proposed hourly rates.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The evaluation committee reviewed each proposal and after their thorough review, the evaluation committee determined that Willdan Engineering, Interwest Consulting Group, Inc., True North Compliance Services, Inc., Bureau Veritas North America, Inc., and Transtech Engineering Consultants, Inc. as the lowest most responsive responsible bidders meeting the County's criteria. The evaluation committee also determined J. Lee Engineering, Inc. to be the most responsive and responsible contractor based on their technical scores over two other contractors with lower cost. The evaluation committee selected 4Leaf, to provide Counter Permit Technician Services.

Contracting for the services with various vendors allows the Department flexibility to ensure that the work is performed in an efficient and cost-effective manner over the duration of the contract. The proposed amendments will keep the contracts in effect through June 30, 2025, unless terminated earlier. Purchasing and TLMA/Building and Safety have reviewed the rates and they are comparable for such work in the industry. Contractors' technical knowledge of this effort is significant and critical to the completion of the aforementioned work.

ATTACHMENTS:

- ATTACHMENT A. Amendment No. 1 with Willdan Engineering**
- ATTACHMENT B. Amendment No. 1 with Interwest Consulting Group, Inc.**
- ATTACHMENT C. Amendment No. 1 with True North Compliance Services, Inc.**
- ATTACHMENT D. Amendment No. 1 with Bureau Veritas North America, Inc.**
- ATTACHMENT E. Amendment No. 3 with 4Leaf, Inc.**
- ATTACHMENT F. Schedule A Budget Adjustment Request**


Meghan Hahn, Deputy Director of Procurement 3/15/2023

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR COUNTER PERMIT TECHNICIAN SERVICES BETWEEN COUNTY OF RIVERSIDE
AND 4LEAF, INC.

| | |
|------------------------------------|--|
| Original Period of Performance: | September 20, 2021 through June 30, 2022 |
| Period of Performance Extended To: | June 30, 2024 |
| Effective Date of Amendment No. 3: | Upon Execution |
| Original Maximum Payment Amount: | \$100,000 annually |
| Amended Maximum Payment Amount: | \$1,425,000 in aggregate |
| Contract ID: | TLARC-91831-00038-06/22 |

This AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT FOR COUNTER PERMIT TECHNICIAN SERVICES BETWEEN COUNTY OF RIVERSIDE AND 4LEAF, INC. (herein referred to as "Amendment No. 3") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and 4LEAF, INC., a California corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Counter Permit Technician Services, executed October 27, 2021 and effective September 20, 2021, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 1 to the Agreement, executed January 19, 2022 and effective December 1, 2021, to include additional services; and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 2 to the Agreement, executed September 6, 2022 and effective July 1, 2022, to exercise the first option to renew and extend the period of performance for one (1) year through June 30, 2023; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to exercise the second option to renew and extend the period of performance for one (1) year through June 30, 2024 and to increase the maximum payment amount to \$1,425,000 in aggregate;

NOW THEREFORE, the Parties agree as follows:

- 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.
- 2. Period of Performance.** The first sentence of Subsection 2.1 of Section 2. Period of Performance of the Agreement is hereby amended to exercise the second option to renew and extend the period of performance for one (1) year commencing on July 1, 2023 and continuing in effect through June 30, 2024, as follows:

"This Agreement shall be effective September 20, 2021 and continues in effect through June 30, 2024, with the option to renew for one (1) additional year, renewable in one-year increments by written amendment signed by the authorized representatives of both parties, unless terminated earlier."
- 3. Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum payment amount from \$100,000 annually to \$1,425,000 in aggregate, as follows:

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR COUNTER PERMIT TECHNICIAN SERVICES BETWEEN COUNTY OF RIVERSIDE
AND 4LEAF, INC.

“Maximum payments by COUNTY to CONTRACTOR shall not exceed One Million Four Hundred Twenty-Five Thousand Dollars (\$1,425,000) in aggregate, including all expenses.”


4. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
5. **Effective Date.** This Amendment No. 3 shall become effective upon signature of both Parties.
6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
7. **Electronic Signatures.** Each Party to this Amendment No. 3 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 3. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 3 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR COUNTER PERMIT TECHNICIAN SERVICES BETWEEN COUNTY OF RIVERSIDE
AND 4LEAF, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 3.


COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 

Kevin Jeffries, Chair
Board of Supervisors

Dated: 3/28/23

4LEAF, INC., a California
corporation

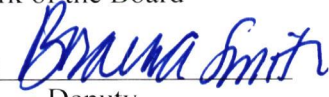
By: 

Kevin Duggan
CEO and Secretary

Dated: March 06, 2023

ATTEST:


Kimberly Rector
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

County Counsel

By: 

Danielle Maland
Deputy County Counsel

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND WILLDAN ENGINEERING

| | |
|------------------------------------|---|
| Period of Performance: | December 15, 2020 through June 30, 2025 |
| Effective Date of Amendment No. 1: | Upon Execution |
| Original Maximum Payment Amount: | \$540,000 in aggregate |
| Amended Maximum Payment Amount: | \$2,320,000 in aggregate |
| Contract ID: | TLARC-91831-00032-06/25 |

This AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF RIVERSIDE AND WILLDAN ENGINEERING (herein referred to as "Amendment No. 1") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and WILLDAN ENGINEERING, a California corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services, executed December 15, 2020, Agenda Item 3.36, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum payment amount from \$540,000 in aggregate to \$2,320,000 in aggregate;

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum payment amount from \$540,000 in aggregate to \$2,320,000 in aggregate, as follows:
"Maximum payments by COUNTY to CONTRACTOR shall not exceed Two Million Three Hundred Twenty Thousand Dollars (\$2,320,000) in aggregate, including all expenses."
3. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 1 shall become effective upon signature of both Parties.
5. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND WILLDAN ENGINEERING

6. **Electronic Signatures.** Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND WILLDAN ENGINEERING

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 

Kevin Jeffries, Chair
Board of Supervisors

Dated: 3/28/23

WILLDAN ENGINEERING, a California
corporation

By: 

Patrick Johnson
Director, Building Safety Services

Dated: 3-7-2023

ATTEST:

Kimberly Rector
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

County Counsel

By: 

Danielle Maland
Deputy County Counsel

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND TRUE NORTH COMPLIANCE SERVICES, INC.

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|------------------------------------|---|
| Period of Performance: | December 15, 2020 through June 30, 2025 |
| Effective Date of Amendment No. 1: | Upon Execution |
| Original Maximum Payment Amount: | \$495,000 in aggregate |
| Amended Maximum Payment Amount: | \$845,000 in aggregate |
| Contract ID: | TLARC-91831-00035-06/25 |

This AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF RIVERSIDE AND TRUE NORTH COMPLIANCE SERVICES, INC. (herein referred to as "Amendment No. 1") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and TRUE NORTH COMPLIANCE SERVICES, INC., a California corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services, executed December 15, 2020, Agenda Item 3.36, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum payment amount from \$495,000 in aggregate to \$845,000 in aggregate;

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum payment amount from \$495,000 in aggregate to \$845,000 in aggregate, as follows:
"Maximum payments by COUNTY to CONTRACTOR shall not exceed Eight Hundred Forty-Five Thousand Dollars (\$845,000) in aggregate, including all expenses."
3. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 1 shall become effective upon signature of both Parties.
5. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND TRUE NORTH COMPLIANCE SERVICES, INC.

6. **Electronic Signatures.** Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND TRUE NORTH COMPLIANCE SERVICES, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

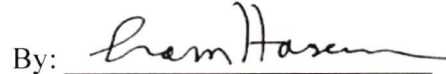
COUNTY OF RIVERSIDE, a political
subdivision of the State of California



By: _____
Kevin Jeffries, Chair
Board of Supervisors

Dated: 3/28/23

TRUE NORTH COMPLIANCE SERVICES,
INC., a California corporation



By: _____
Isam Hasenin
CEO, Secretary, CFO

Dated: 3/14/2023

ATTEST:


Kimberly Rector
Clerk of the Board



By: _____
Deputy

APPROVED AS TO FORM:

County Counsel



By: _____
Danielle Maland
Deputy County Counsel

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND INTERWEST CONSULTING GROUP, INC.

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|------------------------------------|---|
| Period of Performance: | December 15, 2020 through June 30, 2025 |
| Effective Date of Amendment No. 1: | Upon Execution |
| Original Maximum Payment Amount: | \$2,700,000 in aggregate |
| Amended Maximum Payment Amount: | \$5,050,000 in aggregate |
| Contract ID: | TLARC-91831-00037-06/25 |

This AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF RIVERSIDE AND INTERWEST CONSULTING GROUP, INC. (herein referred to as "Amendment No. 1") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and INTERWEST CONSULTING GROUP, INC., a Colorado corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services, executed December 15, 2020, Agenda Item 3.36, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum payment amount from \$2,700,000 in aggregate to \$5,050,000 in aggregate;

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum payment amount from \$2,700,000 in aggregate to \$5,050,000 in aggregate, as follows:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed Five Million Fifty Thousand Dollars (\$5,050,000) in aggregate, including all expenses."
3. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 1 shall become effective upon signature of both Parties.
5. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND INTERWEST CONSULTING GROUP, INC.


6. **Electronic Signatures.** Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND INTERWEST CONSULTING GROUP, INC.

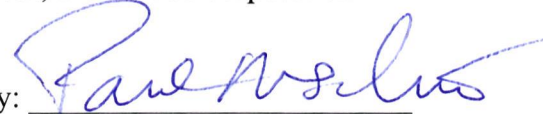
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Kevin Jeffries, Chair
Board of Supervisors

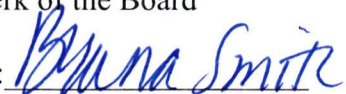
Dated: 3/28/23

INTERWEST CONSULTING GROUP,
INC., a Colorado corporation


By: 
Paul Meschino
President

Dated: 3/14/23

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Bruna Smite
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Danielle Maland
Deputy County Counsel

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND BUREAU VERITAS NORTH AMERICA, INC.

| | |
|------------------------------------|---|
| Period of Performance: | December 15, 2020 through June 30, 2025 |
| Effective Date of Amendment No. 1: | Upon Execution |
| Original Maximum Payment Amount: | \$1,125,000 in aggregate |
| Amended Maximum Payment Amount: | \$3,950,000 in aggregate |
| Contract ID: | TLARC-91831-00033-06/25 |

This AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF RIVERSIDE AND BUREAU VERITAS NORTH AMERICA, INC. (herein referred to as "Amendment No. 1") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for On-Call Plans Examiner, Building Inspector, Counter Technician, and Geotechnical Services, executed December 15, 2020, Agenda Item 3.36, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum payment amount from \$1,125,000 in aggregate to \$3,950,000 in aggregate and to increase the hourly rates in accordance with Subsection 3.2 of Section 3. Compensation of the Agreement;

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum payment amount from \$1,125,000 in aggregate to \$3,950,000 in aggregate, as follows:
"Maximum payments by COUNTY to CONTRACTOR shall not exceed Three Million Nine Hundred Fifty Thousand Dollars (\$3,950,000) in aggregate, including all expenses."
3. **Exhibit B.** EXHIBIT B, PAYMENT PROVISIONS, of the Agreement is hereby amended to increase the hourly rates in accordance with Subsection 3.2 of Section 3. Compensation of the Agreement as set forth in EXHIBIT B-1, PAYMENT PROVISIONS, attached hereto and incorporated herein by this reference.
4. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
TECHNICIAN, AND GEOTECHNICAL SERVICES BETWEEN COUNTY OF
RIVERSIDE AND BUREAU VERITAS NORTH AMERICA, INC.

5. **Effective Date.** This Amendment No. 1 shall become effective upon signature of both Parties.
6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
7. **Electronic Signatures.** Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
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RIVERSIDE AND BUREAU VERITAS NORTH AMERICA, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 

Kevin Jeffries, Chair
Board of Supervisors

BUREAU VERITAS NORTH AMERICA,
INC., a Delaware corporation

By: 

Craig Baptista
Vice President, Facilities,
West Region

Dated: 3/28/23

Dated: March 16, 2023


ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 
Danielle Maland
Deputy County Counsel

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER
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RIVERSIDE AND BUREAU VERITAS NORTH AMERICA, INC.

**EXHIBIT B-1
PAYMENT PROVISIONS**

Hourly Rate shall be an all-inclusive rate and includes administration, travel, training and operating costs.

| Professional Title | Hourly Rate | Overtime Hourly Rate | Overtime Approval |
|---------------------------|--------------------|-----------------------------|--|
| Plans Examiner | \$126.00/per hour | \$157.50/per hour | Overtime shall only be authorized to in-house Plans Examiner |
| Building Inspector | \$110.00/per hour | \$137.50/per hour | Prior approval shall be obtained by County Staff |
| Counter Technician | \$69.00/per hour | \$86.25/per hour | Overtime shall only be authorized to in-house Counter Technician |
| Geotechnical Services | \$160.00/per hour | \$200.00/per hour | Prior approval shall be obtained by County Staff |

Budget Adjustment – Attachment A

Increase appropriations:

| | | |
|-------------------------|-----------------------|-------------|
| 20250-3110100000-525440 | Professional Services | \$1,780,000 |
|-------------------------|-----------------------|-------------|

Increase Revenues:

| | | |
|-------------------------|-----------------|-------------|
| 20250-3110100000-722060 | Permit-Building | \$1,400,000 |
|-------------------------|-----------------|-------------|

| | | |
|-------------------------|-------------------------|-----------|
| 20250-3110100000-771930 | Deposit Based Fee Draws | \$380,000 |
|-------------------------|-------------------------|-----------|