

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 3 to Professional Services Agreement (Amendment) effective _____, 2021, is entered into by and between the City of Lompoc, a municipal corporation (City), and Bridge View Resources, LLC, a California limited liability company headquartered at 4100 Orchard Canyon Lane, Vacaville, CA 95688 (Consultant).

WITNESSETH:

WHEREAS, City and Consultant entered into a certain Professional Services Agreement effective October 29, 2019 (Agreement), whereby Consultant is to perform certain tasks to evaluate and assist in infrastructure and utility project opportunities with Vandenberg Air Force Base including consulting, design & engineering, and integrated services, including financial, technical, and organizational evaluation and program creation, and works to integrate energy efficiency, renewable energy, water efficiency, reclamation and recycling; materials reclamation and reuse, including biomass and biofuels, and preservation and restoration of ecosystems (Consultant Services); and

WHEREAS, City and Consultant entered into an amendment to provide additional related services on June 29, 2020, namely for the preparation of a Proposal and Application for a Military Installation Sustainability (MIS) Grant from the Department of Defense's Office of Economic Adjustment (OEA), and

WHEREAS, City and Consultant entered into an Amendment No. 2 to provide additional related services on October 30, 2020, namely additional services for preparation of the Grant application, and

WHEREAS, the Grant application has now been submitted to OEA, and City and Consultant now wish to further amend the Agreement to address completion of the Grant work, assuming City received the Grant award, as more particularly described herein.

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

1. Section 4.2 of the Agreement is hereby amended to read as follows (**bold underlined** text is added, ~~stricken~~ text is deleted):

Consultant Scope of Services: Consultant agrees to provide Additional Consultant Services in accordance with Exhibit A, Exhibit A-1, ~~and~~ Exhibit A-2, **and Exhibit A-3,** attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by Consultant during the term of this Agreement.

2. Section 5.1 of the Agreement is hereby amended to read as follows (**bold underlined** text is added; ~~stricken~~ text is deleted):

Compensation for Consultant Services: All Consultant Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in Exhibit B, Exhibit B-1, ~~and Exhibit B-2,~~ **and Exhibit B-3**, which are incorporated by this reference as though set forth in full. ~~Compensation under Exhibits B and B-1 shall remain unchanged. Total compensation shall not exceed One Hundred Ninety Six Thousand One Hundred and Eighty Dollars (\$196,180), of which One Hundred Seventy One Thousand Two Hundred Eighty shall be payable only if the City is awarded the MIS Grant and then in accordance with the OEA Grant Budget Schedule and as further described in Exhibits B-1 and B-2.~~ **If City is awarded the MIS Grant, the total compensation under this Agreement shall not exceed One Million Four Hundred Fifty-Seven Thousand Eight Hundred Seventeen Dollars (\$1,457,817). If the MIS Grant is not awarded to the City, the total compensation under this Agreement shall not exceed Twenty-Four Thousand Nine Hundred Dollars (\$24,900).**

3. Exhibit A-3 and Exhibit B-3 attached hereto are hereby added to the Agreement.
4. Except as expressly provided herein the terms and condition of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the below individuals have executed this Amendment on behalf of City and Consultant, respectively.

CITY OF LOMPOC, a municipal corporation

Bridge View Resources, LLC, a California limited liability company

By: _____
James Throop, City Manager

By: _____
Steven Greenberg, Managing Director

Attest:

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A-3

ADDITIONAL SCOPE OF WORK

Scope of Work

If City is awarded the MIS Grant, Consultant will complete the scope of work included in the Grant Application approved by OEA ("Grant Application"), which is incorporated herein in full. Consultant will complete the work either with its own resources or through subconsultants selected by Consultant. However, Consultant shall remain responsible for the completion and quality of all work done by subconsultants. Consultant shall comply with all terms and conditions of the Grant award.

The scope of work under this Exhibit A-3 includes but is not limited to the following:

1. BVR will provide additional leadership, management and administration for the specific Grant tasks on behalf of the City. Whereas the work in Exhibit A-2 is the generic project administration and management for the entire program and is to be part of the City's match contribution, the services provided in this Exhibit A-3 are eligible to be reimbursed to the City from OEA.
2. BVR will provide the City with monthly reviews and recommendations in addition to all of the reporting requirements necessary by the OEA.
3. Direct Consulting Services. The performance of the actual tasks as shown in the Grant Application will be accomplished by BVR either self-performing or subcontracting the services. BVR shall provide City with a complete list of subcontractor/subconsultants who will perform work under the Grant prior to beginning work under the Grant.

Schedule

The work under the Exhibit A-3 is anticipated to take approximately 18 months to complete following award of the Grant.

EXHIBIT B-3

COMPENSATION FOR CONSULTANT SERVICES

BVR shall perform the work in Exhibit A-3 and other work as may be deemed necessary for successful completion of the OEA Grant for a lump sum amount not to exceed the federal reimbursable amount of the grant of \$1,364,930 further broken down in the Grant Application by Task. This amount is in addition to the amounts in Amendments 1 and 2 to the Agreement. Per the OEA agreement, the actual amount spent on each Task may vary, however, the overall approved Grant Award of \$1,364,930 is fixed.

BVR will invoice the City on a monthly progress basis beginning with the first month after award of the OEA contract per the approved Application budget. BVR understands and agrees that if the City is not awarded the Grant, BVR shall not be entitled to any additional payments beyond what is in the original Agreement (i.e. \$24,900).