ATTACHMENT 3

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION

This Amendment is made and entered into this 18 day of June, 2013 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and BUREAU VERITAS, a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2013; and

WHEREAS, the original proposal contained a provision for five (5) additional one (1) year extensions at City's option; and

WHEREAS, Consultant and City now wish to amend the Agreement to exercise the first one (1) year extension; and

WHEREAS, the amount of compensation which originally contained an allocation of Five Hundred Thirty Six Thousand One Hundred Twenty Dollars ($536,120.00) needs to be changed to reflect the actual amount budgeted.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 2.1. Compensation, shall be amended to read, "Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Because the services to be performed under this Agreement are on an "as needed" basis in conjunction with agreements with other consultants (CSG Inc., Melad Associates, Interwest Group, and Scott Fazekas & Associates), the total amount not to be exceeded is Five Hundred Thirty Six Thousand Dollars ($536,000.00) in the aggregate. The City's Finance Department will be responsible for tracking the associated payments to insure that the amount budgeted for these services is not exceeded.

2. Paragraph 4.1 shall be amended to read, "This Agreement shall commence on the Effective Date and continue until June 30, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the

parties. City shall have the option to extend this Agreement annually for a maximum of four (4) additional one (1) –year period at the same terms, conditions and fee rates herein provided."

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: 6/18/13
Mayor of the City of Costa Mesa

_____ Date: 6/26/13
CEO of Costa Mesa

BUREAU VERITAS

_____ Date: MAY 22, 2013
Signature

Y. HENRY HUANG, Tech. Director SoCAL
Name and Title

APPROVED AS TO CONTENT:

_____ Date: 6-10-13
Project Manager

APPROVED AS TO FORM:

City Attorney

Date: 06/10/13

APPROVED AS TO INSURANCE:

Risk Management

Date: 6/11/13

Exhibit C

Building and Fire Pricing

Our pricing reflects our commitment to the success of the City of Costa Mesa by helping you maintain significant quality and cost saving benefits moving forward. These include:

- Reduced plan review turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a flexible rate structure
- Customized rate options for the City of Costa Mesa such as hourly, NTE, percentage based, etc.
- Highly qualified staff compensated commensurate with their duties and responsibilities
- Confidence of working with a well-established consultant in business for 180+ years

Hourly rates for project personnel are outlined below:

Building and Safety Staff	Hourly Billing Rate*
Combination Building Inspector	$70
Senior Building Inspector (Supervisor)	$75
Chief of Inspection (Manager)	$95
Plans Examiner	$85
Plan Check Engineer	$100
Chief Plan Check Engineer (Manager)	$105
Permit Technician I (entry level)	$50
Permit Technician II	$55
Permit Technician Supervisor/Manager	$65
Office Assistant I	$45
Office Assistant II	$50
Office Supervisor/Manager	$55
Assistant Building Official	$95
CASp	$95
Fire Plans Examiner	$95
Fire Inspector	$95
Fire Marshal	$105
Code Enforcement Officer	$65
Sr. Code Enforcement Officer (Supervisor)	$70
Chief of Code Enforcement (Manager)	$75

*No reimbursable costs
*Accelerated Plan Review will be 125% above the fees shown
*Overtime will be 125% above the fees shown. No overtime will be charged without approval from the City
*Plan check turnaround times for large or complex projects may be negotiated

Plan Check Percentage Fee Option

Bureau Veritas can offer a percentage fee option to the City of Costa Mesa, for plan check services to be performed:

Commercial Plan Review:

Full Plan Review	85% of the City's collected non-residential plan check fee*

Residential Plan Review:

Full Plan Review	85% of the City's collected residential plan check fee*

***Plan Review percentages include initial review and two rechecks. Third and subsequent rechecks and plan changes or revisions will be billed as Time and Materials based on the hourly rates shown.**

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION

This Amendment is made and entered into this 18 day of June, 2013 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and CSG CONSULTANTS, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2013; and

WHEREAS, the original proposal contained a provision for five (5) additional one (1) year extensions at City's option; and

WHEREAS, Consultant and City now wish to amend the Agreement to exercise the first one (1) year extension; and

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parties. City shall have the option to extend this Agreement annually for a maximum of four (4) additional one (1) –year period at the same terms, conditions and fee rates herein provided."

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IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: 6/18/13
Mayor of the City of Costa Mesa

_____ Date: 6/26/13
CEO of Costa Mesa

CSG CONSULTANTS, INC.

_____ Date: 5/21/2013
Signature

KHOA DUONG, VICE PRESIDENT
Name and Title

APPROVED AS TO CONTENT:

_____ Date: 6-10-13
Project Manager

APPROVED AS TO FORM:

City Attorney

Date: 06/10/13

APPROVED AS TO INSURANCE:

Risk Management

Date: 5/22/13

Exhibit C

Proposed Rates

CSG will mail an invoice at the beginning of every month for services rendered during the previous month. We do not anticipate the use of sub-contractors for this project. CSG provides pick-up and delivery of plans as no additional cost. CSG proposes the use of a percentage option based on plan review fees collected by the City, or compensation utilizing hourly rates.

Percentage | Hourly Rate Schedule

CSG will mail an invoice at the beginning of every month for services rendered during the previous month. Compensation can be based on hourly rates or on a percentage fee basis. Hourly fees are listed as well as the requested proposed percentage fees:

Plan Review Services

Description **Rates**

**Fee includes initial review and 2 reviews, if necessary; additional reviews will incur hourly fees*

Full Plan Check Services by Percentage..... 75% of the City's Collected Plan Review Fees
Structural | Mechanical | Electrical | Plumbing
Plan Review by Percentage ..... 35% of the City's Collected Plan Review Fees
Chief Plan Check Engineer (Manager) ..... $100 per hour
Plan Check Engineer..... $85 - 95 per hour
Plans Examiner..... $75 per hour

Building Inspection Services

Chief of Inspection (Manager) ..... $80 per hour
Senior Building Inspector (Supervisor) ..... $70 per hour
Combination Building Inspector..... $55 per hour

Building Official Services

Assistant Building Official..... $100 per hour

Permit Technician Services | Clerical Support

Permit Technician Supervisor/Manager ..... $50 per hour
Permit Technician II ..... $40 per hour
Permit Technician I (entry level) ..... $30 per hour
Office Supervisor/Manager..... $30 per hour
Office Assistant II..... $30 per hour
Office Assistant I ..... $30 per hour

CASp Services

CASp Consultation..... $85 per hour
CASp Inspection..... $55 per hour

Fire Prevention Services

Fire Marshal ..... $95 per hour
Fire Plans Examiner ..... 85% of the City's Collected Plan Review Fees / $85 per hour
Fire Inspector ..... $55 per hour

Code Enforcement Services

Chief of Code Enforcement (Manager) ..... $80 per hour
Sr. Code Enforcement Officer (Supervisor) ..... $70 per hour
Code Enforcement Officer..... $55 per hour

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made by mutual agreement based upon current CPI.

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION

This Amendment is made and entered into this 18 day of June, 2013 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and INTERWEST GROUP, a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2013; and

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CITY OF COSTA MESA,
A municipal corporation

_____ Date: 6/18/13
Mayor of the City of Costa Mesa

_____ Date: 6/26/13
CEO of Costa Mesa

INTERWEST GROUP

_____ Date: May 21, 2013
Signature

Tim Dzmura, Municipal Services Director
Name and Title

APPROVED AS TO CONTENT:

_____ Date: 6-10-13
Project Manager

APPROVED AS TO FORM:

City Attorney

Date: 06/10/13

APPROVED AS TO INSURANCE:

Risk Management

Date: 6/7/13

Exhibit C

Cost of Providing Services

5

PLAN REVIEW FEES

We propose the following fee schedule for all services outlined in the RFP

Building and Safety Plan Review:

- ✓ 60% for first time check and any required re-checks
- ✓ 75% for expedited plan check which includes first time review and any required re-checks with a turn-around time no more than five (5) calendar days.

Grading / Improvement Plan Review:

- ✓ 70% for first time check and any required re-checks
- ✓ 85% for expedited plan check which includes first time review and any required re-checks with a turn-around time no more than five (5) calendar days.

Fire Plan Review:

- ✓ 60% for first time check and any required re-checks
- ✓ 75% for expedited plan check which includes first time review and any required re-checks with a turn-around time no more than five (5) calendar days.

We will perform the number of plan review iterations necessary to obtain approval of each project for the percentage of fee proposed

There is no charge for courier or shipping services.

There is no charge for mileage

HOURLY FEE STRUCTURE

CLASSIFICATION	STANDARD HOURLY RATE	OVERTIME HOURLY RATE
Combination Building Inspector	$ 63	79
Senior Building Inspector (Supervisor)	73	91
Chief of Inspection (Manager)	85	106
Plans Examiner	80	100
Plan Check Engineer(Manager)	90	113
Permit Technician 1 (entry level)	30	38
Permit Technician II	40	50
Permit Technician Supervisor/Manager	50	63
Office Assistant I	25	31
Office Assistant II	30	38
Office Supervisor / Manager	50	63
Assistant Building Official	85	106
CASp	90	113
Fire Plans Examiner	90	113
Fire Inspector	80	100
Fire Marshal	95	119

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION

This Amendment is made and entered into this 18 day of June, 2013 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and MELAD ASSOCIATES, a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2013; and

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CITY OF COSTA MESA,
A municipal corporation

_____ Date: 6/18/13
Mayor of the City of Costa Mesa

_____ Date: 6/26/13
CEO of Costa Mesa

MELAD ASSOCIATES

_____ Date: 5-20-13
Signature

JOSE MELAD, PRESIDENT
Name and Title

APPROVED AS TO CONTENT:

_____ Date: 6-10-13
Project Manager

APPROVED AS TO FORM:

City Attorney

Date: 06/10/13

APPROVED AS TO INSURANCE:

Risk Management

Date: 5/30/13

Exhibit C

Table 4 – Building Inspection Staff (continued)

Name/Certifications	Work Experience
Craig Palmer ICBO Building and Combination Inspector	Over ten years experience in general building inspections. Has worked in the Cities of Lancaster, Lynwood, Pico Rivera, Downey, Fountain Valley, and Manhattan Beach.
Paul Pitts ICBO Building Inspector	Over twenty years experience in building inspections, administration, and construction. Former Building Official with the City of La Palma.
Art Salas ICBO Building Inspector	Former Building Inspector with the City of South Gate.

It is of extreme importance to us to maintain a reasonable fee schedule with our client Cities. We are ready to provide high level, professional, and cost effective consultation to the various needs of our clients. If needs change, or market conditions fluctuate, we can respond immediately to any and all service level expectations. Please see the table below for our current fee schedule.

Table 5A– Fee Schedule For Plan Check
**Our fees to be based on the fees established by the City of Costa Mesa and the most current adopted Codes.*

Type of Review	Fees
Complete Plan Review	75% of the plan check fee established by the City, or at an hourly rate of $60. Note that this includes the initial review and two rechecks only. Each subsequent review may be billed at an hourly rate.
Repetitive Plan Review	75% of the plan check fee for the models, and 75% of the plan check fee established by the City for repetitive plans.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 50% of the plan check fee.
**In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be charged accordingly.*	
Electrical/Title 24	25% of building plan check fee or $60 per hour.
Mechanical/Title 24	25% of building plan check fee or $60 per hour.
Plumbing	15% of building plan check fee or $60 per hour.
Grading Plan Review	Fees to be established by the City or $75 per hour with a minimum fee of $300.

Melad

Table 5B – Hourly Rate Fee Schedule
** Charges are based on a minimum of four hours upon each request of service.*

** Mileage for Building Inspection Positions is $0.50 per mile if the City does not provide transportation for performance of this duty.*

**Overtime hourly rates are based on a minimum of four hours upon each request of service. The hourly overtime rate is an additional 50% per hour.*

Position	Hourly Rate
Combination Building Inspector	$55 per hour
Senior Building Inspector (Supervisor)	$65 per hour
Chief of Inspection (Manager)	$75 per hour
Plans Examiner	$60 per hour
Plan Check Engineer	$85 per hour
Chief Plan Check Engineer (Manager)	$100 per hour
Permit Technician I (Entry Level)	$35 per hour
Permit Technician II	$45 per hour
Permit Technician Supervisor/Manager	$55 per hour
Assistant Building Official	$75 per hour
CASp	$60 per hour

We would like to thank the City of Costa Mesa for the opportunity to submit this proposal. We have enjoyed serving the Building Department as well as the City of Costa Mesa in the past, and look forward to getting the opportunity to do so again. We firmly believe that we have the most highly trained, knowledgeable, and experienced staff in this industry, and have no doubt that we can provide professional, thorough, and timely service for your community.

I look forward to hearing from you, and should there be any specific areas not addressed herein, or any further information that you may require, please do not hesitate to contact us so that we may respond accordingly.

Sincerely,

Jose Melad
President
Melad & Associates

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING PLAN CHECK AND INSPECTION

This Amendment is made and entered into this 18 day of June, 2013 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and SCOTT FAZEKAS & ASSOCIATES, INC., a California corporation ("Consultant").

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CITY OF COSTA MESA
A municipal corporation

_____ Date: 6/18/13
Mayor of the City of Costa Mesa

_____ Date: 6/26/13
CEO of Costa Mesa

SCOTT FAZEKAS & ASSOCIATES

_____ Date: 5-21-13
Signature

Scott R. Fazekas, President/CFO
Name and Title

APPROVED AS TO CONTENT:

_____ Date: 6-10-13
Project Manager

APPROVED AS TO FORM:

City Attorney

Date: 06/10/13

APPROVED AS TO INSURANCE:

Risk Management

Date: 6/4/13

Exhibit C

Section 6 - Proposed Fees

PLAN REVIEW

The traditional approach in proposing building plan check fees is to apply a percentage to the revenue collected by the agency for plan review fees. Using the City's schedule which is based on Table 1-A of the 2001 C.B.O. and the 2002 Valuation Data Chart to establish the plan check fee, SFA proposes to charge eighty percent ~~(8%)~~ (80%) of the established plan check fees for the scope of work requested.

If SFA is reviewing duplicate or identical plans on a project, the proposed fee is ten percent (10%) of the plan review fee collected after the initial model is checked at the prescribed rate.

When doing Accelerated Plan Reviews, SFA will charge the applicants based on the same rate as with the standard service with the City. This avoids the perception of impropriety. A minimum fee for small projects is $300.00.

SFA will not charge for rechecks unless the plans are incomplete or revised for which the City would collect additional fees from the applicant as well. The City would then have the funds to reimburse SFA. Additional services outside the main scope of review would be charged at a rate of $100.00 per hour or as mutually agreed upon based on the salary rate of the employee.

HOURLY CONTRACT EMPLOYEE FEES FOR INSPECTION OR OTHER POSITIONS

SFA proposes to charge for inspectors as follows:

Option 1

Full-time employee with benefits billed through SFA's Agreement would be payroll times 1.81.

Option 2

Full-time employee with benefits billed directly from the staffing service payroll times 1.45.

For example, a $25.00/hour employee would be charged at $45.25 and $36.25 for Options 1 and 2, respectively.

These rates are based on the Staffing Service not being required to find and select the employee and would be contingent upon the City finding and selecting the employee.

If the Staffing Service is requested to find the employees, rates of 1.94 and 1.55 would be charged, respectively.