

ATTACHMENT 2

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

This Amendment is made and entered into this 16th day of June, 2015 ("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 ("Agreement"); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

WHEREAS, the first extension was exercised and expired on June 30, 2014; and

WHEREAS, the second extension was exercised and expired on June 30, 2015; and

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

WHEREAS, the maximum compensation set forth in the Agreement needs to be changed to reflect the amount budgeted for the services to be performed for the extended term.

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

1. Section 2.1 of the Agreement (Compensation) shall be amended to increase the total not to be exceeded amount by Five Hundred and One Thousand Nine Hundred Dollars (\$501,900.00) in the aggregate. There is no change from the last fee schedule.

2. Section 4.1 of the Agreement shall be amended to extend the term through June 30, 2016.

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.

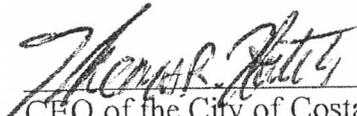
IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation



Mayor of the City of Costa Mesa

Date: 6/26/15



CEO of the City of Costa Mesa

Date: 6/26/15

BUREAU VERITAS

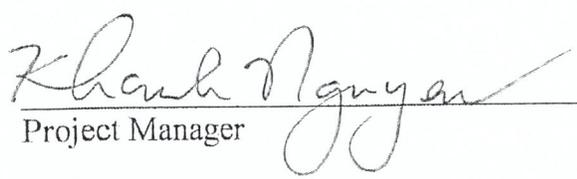


Signature

Date: 5/5/2015

Patrick A. Field Director of Operations
Name and Title

APPROVED AS TO CONTENT:



Project Manager

Date: 5-1-15

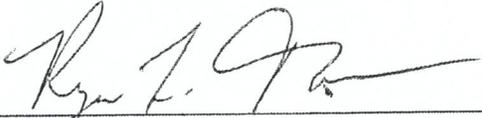
APPROVED AS TO FORM:



City Attorney

Date: 05/05/15

APPROVED AS TO INSURANCE:



Risk Management

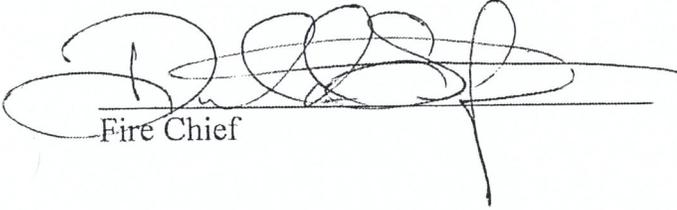
Date: 5/1/15

REVIEWED BY:



Economic Development & Development
Services Director/Deputy CEO

Date: 5-1-15



Fire Chief

Date: 5/1/15



Finance Director

Date: 5-01-15

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

This Amendment is made and entered into this 16th day of June, 2015 ("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 ("Agreement"); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

WHEREAS, the first extension was exercised and expired on June 30, 2014; and

WHEREAS, the second extension was exercised and expired on June 30, 2015; and

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

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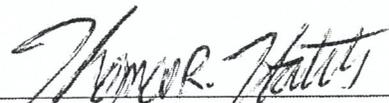
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CITY OF COSTA MESA,
A municipal corporation



Mayor of the City of Costa Mesa

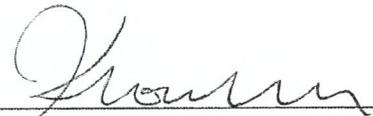
Date: 6/26/15



CEO of the City of Costa Mesa

Date: 6/26/15

CSG CONSULTANTS, INC.

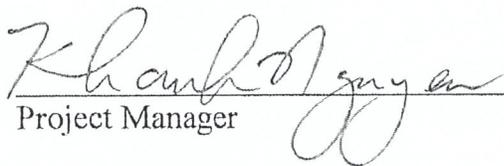


Signature

Date: 5/04/2015

KHOA DUONG, VICE PRESIDENT
Name and Title

APPROVED AS TO CONTENT:



Project Manager

Date: 5-1-15

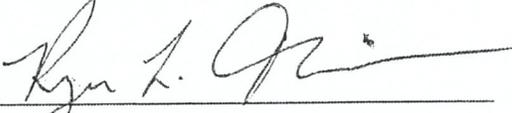
APPROVED AS TO FORM:



City Attorney

Date: 05/05/15

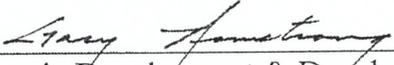
APPROVED AS TO INSURANCE:



Risk Management

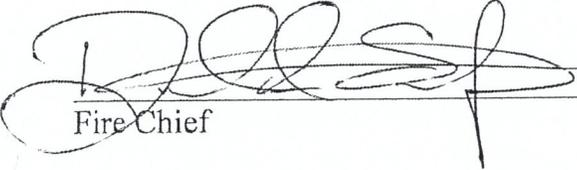
Date: 5/1/15

REVIEWED BY:



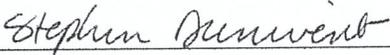
Economic Development & Development
Services Director/Deputy CEO

Date: 5-1-15



Fire Chief

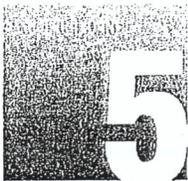
Date: 5/1/15



Finance Director

Date: 5.01.15

EXHIBIT "A"



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

Plan Review Services

Description	Rates
<i>*Fee includes initial review and 2 reviews, if necessary; additional reviews will incur hourly fees</i>	
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.....	\$60 per hour (\$55 was old fee)

Building Official Services

Assistant Building Official.....	\$100 per hour
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Permit Technician Services | Clerical Support

Permit Technician Supervisor/Manager	\$60 per hour (\$50 was old fee)
Permit Technician II	\$50 per hour (\$40 was old fee)
Permit Technician I (entry level)	\$40 per hour (\$30 was old fee)
Office Supervisor/Manager	\$40 per hour (\$30 was old fee)
Office Assistant II.....	\$40 per hour (\$30 was old fee)
Office Assistant I	\$40 per hour (\$30 was old fee)

CASp Services

CASp Consultation.....	\$85 per hour
CASp Inspection.....	\$85 per hour (\$55 was old fee)

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	\$85 per hour (\$55 was old fee)

Code Enforcement Services

Chief of Code Enforcement (Manager)	\$80 per hour
Sr. Code Enforcement Officer (Supervisor)	\$70 per hour
Code Enforcement Officer.....	\$60 per hour (\$55 was old fee)

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 THREE
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this 16th day of June, 2015 (“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 (“Agreement”); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

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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



Mayor of the City of Costa Mesa

Date: 6/26/15



CEO of the City of Costa Mesa

Date: 6/26/15

INTERWEST GROUP

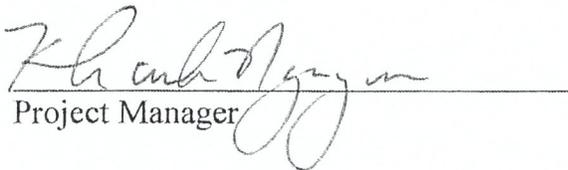


Signature

Date: 5/5/15

Tom Demura, Municipal Services Director
Name and Title

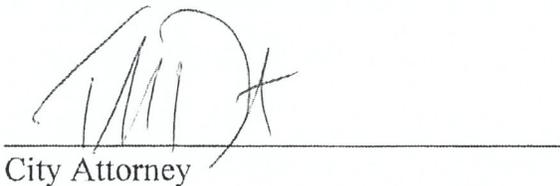
APPROVED AS TO CONTENT:



Project Manager

Date: 5-1-15

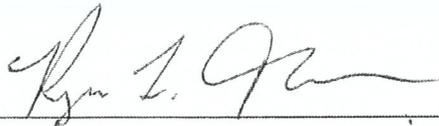
APPROVED AS TO FORM:



City Attorney

Date: 05/05/15

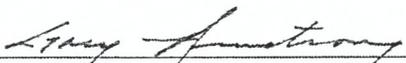
APPROVED AS TO INSURANCE:



Risk Management

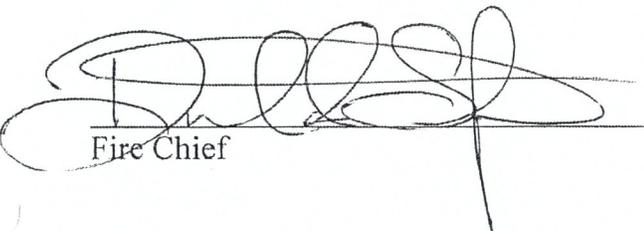
Date: 5/1/15

REVIEWED BY:



Economic Development & Development
Services Director/Deputy CEO

Date: 5-1-15



Fire Chief

Date: 5/1/15

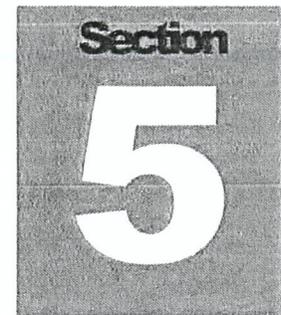


Finance Director

Date: 5.01.15

EXHIBIT "A"

Cost of Providing Services



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	ORIGINAL Standard Hourly Rate	REVISED 3/2015 Standard Hourly Rate	ORIGINAL Overtime Hourly Rate	REVISED 3/2015 Overtime Hourly Rate
Combination Building Inspector	\$63	65	79	81
Senior Building Inspector (Supervisor)	73	75	91	94
Chief of Inspection (Manager)	85	87	106	109
Plans Examiner	80	82	100	103
Plan Check Engineer (Manager)	90	93	113	116
Permit Technician 1 (entry level)	30	32	38	39
Permit Technician II	40	43	50	52
Permit Technician Supervisor/Manager	50	52	63	65
Office Assistant I	25	26	31	32
Office Assistant II	30	31	38	39
Office Supervisor / Manager	50	52	63	65
Assistant Building Official	85	87	106	109
CASp	90	92	113	116
Fire Plans Examiner	90	92	113	116
Fire Inspector	80	82	100	103
Fire Marshal	95	98	119	122
Code Enforcement Officer	50	52	63	65
Sr. Code Enforcement Officer (Supervisor)	65	67	81	83
Chief of Code Enforcement (Manager)	80	82	100	103

Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.

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

This Amendment is made and entered into this ~~11th~~^{16th} day of June, 2015 (“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 (“Agreement”); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

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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



Mayor of the City of Costa Mesa

Date: 6/26/15



CEO of Costa Mesa

Date: 6/26/15

MELAD ASSOCIATES

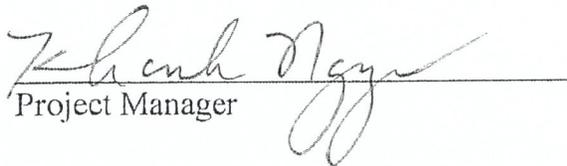


Signature

JOSE D. MUELLO PRESIDENT
Name and Title

Date: 5-01-15

APPROVED AS TO CONTENT:



Project Manager

Date: 5-1-15

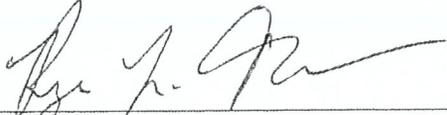
APPROVED AS TO FORM:



City Attorney

Date: 05/05/15

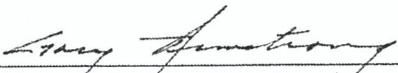
APPROVED AS TO INSURANCE:



Risk Management

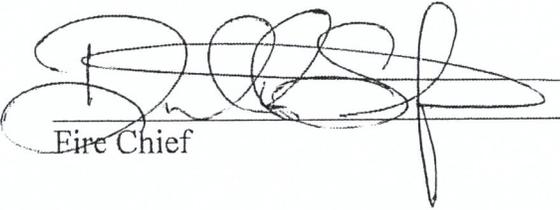
Date: 5/1/15

REVIEWED BY:



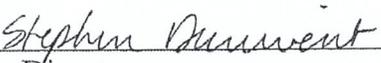
Economic Development & Development
Services Director/Deputy CEO

Date: 5-1-15



Fire Chief

Date: 5/1/15



Finance Director

Date: 5.01.15

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

This Amendment is made and entered into this 16th day of June, 2015 (“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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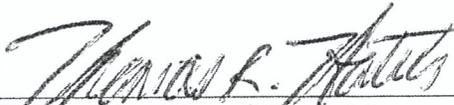
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CITY OF COSTA MESA,
A municipal corporation



Mayor of the City of Costa Mesa

Date: 6/26/15

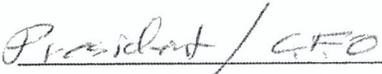


CEO of the City of Costa Mesa

Date: 6/26/15

SCOTT FAZEKAS & ASSOCIATES, INC.

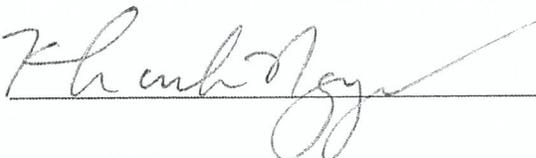


Signature


Name and Title

Date: 5-1-15

APPROVED AS TO CONTENT:



Date: 5-1-15

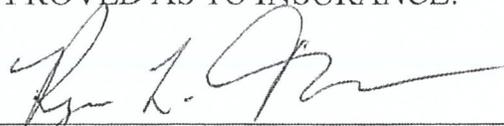
APPROVED AS TO FORM:



City Attorney

Date: 05/08/15

APPROVED AS TO INSURANCE:



Risk Management

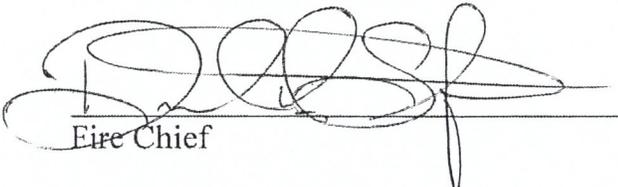
Date: 5/1/15

REVIEWED BY:



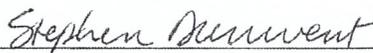
Economic Development & Development
Services Director/Deputy CEO

Date: 5-1-15



Fire Chief

Date: 5/1/15



Finance Director

Date: 5.01.15

EXHIBIT "A"

PROPOSED FEES 2015-2016

PLAN REVIEW

The traditional approach in preparing 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 2002 Valuation Data Chart to establish the plan check fee, SFA proposes to charge eighty percent 80% of the established plan check fee for the scope of work requested for projects assigned by City and picked up by SFA.

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 Review, SFA will charge the applicants seventy-five percent (75%) of the City's plan check fee since the City collects the balance.

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.