

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

This Amendment is made and entered into this 16<sup>th</sup> 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”).

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. Compensation shall be in accordance with the fee schedule attached hereto as Exhibit “A” and incorporated herein by this reference.

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

REDACTED

Mayor of the City of Costa Mesa

Date: 6/26/15

REDACTED

CEO of the City of Costa Mesa

Date: 6/26/15

SCOTT FAZEKAS & ASSOCIATES, INC.

REDACTED

Signature

*President / CEO*

Name and Title

Date: 5-1-15

APPROVED AS TO CONTENT:

REDACTED

Date: 5-1-15

APPROVED AS TO FORM:

REDACTED

City Attorney

Date: 05/08/15

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date: 5/1/15

REVIEWED BY:

REDACTED

Economic Development & Development Services Director/Deputy CEO

Date: 5-1-15

REDACTED

Fire Chief

Date: 5/1/15

REDACTED

Finance Director

Date: 5.01.15

# EXHIBIT "A"

## **PROPOSED FEES 2015-2016**

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### **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.