

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
2017-06-20-1103	3

This Amendment Number 2 to the above referenced Agreement is entered into July 19, 2017 between the City of Stockton ("City") and 4LEAF, Inc. "Contractor".

RECITALS

Section 7 Changes states any changes and related fees shall be mutually agreed upon between the parties and subject to written amendment to this Agreement; and

Section 3 Term states both parties may extend this Agreement up to two one-year extensions; and

The City needs to increase the Compensation, Not to Exceed amount in Section 4 of the Professional Services Agreement by \$400,000 to pay for the Contractor services to effectively provide optimum service due to increased workload; and

Now therefore, the City and the Contractor mutually agree as follows:

1.The termination date in Section 3 of the Professional Services Agreement is amended to:
 "June 30, 2022"

2.The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Section 4 of the Professional Services Agreement will now read as follows:

Compensation. Compensation for services and reimbursable expenses is hereby amended to be in the amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000), and not to exceed hourly rates as described more particularly under Professional Services Fees found in **Exhibit A** (4LEAF, Inc.), **Exhibit B** (Bureau Veritas North America), **Exhibit C** (CSG Consultants, Inc.), and **Exhibit D** (West Coast Code Consultants, Inc.). The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Consultant acknowledges that this amount includes total compensation across four contracts.

3. All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

**Section 3: Professional Services Fees**

	4LEAF, Inc.
Structural Engineer	\$120.00
Civil Engineer	\$120.00
Plan Review Engineer	\$120.00
Building Official	\$135.00
Plan Reviewer	\$90.00
CASp Plan Reviewer/Inspector	\$155.00
Fire Plan Reviewer/Inspector	\$155.00
OSHDP 3 Plan Review/Certification	\$120.00
Certified Floodplain Manager	\$135.00
Combination Inspection	\$95.00
Permit Technician	\$65.00

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Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager

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Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:



Statement Of Qualifications for City of Stockton
PUR 17-001 | On-Call Building Plan Review and
Inspection Services, Engineering Plan Review, and Floodplain Management

SCHEDULE OF FEES - REVISED 5/23/2017

Our pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward.

These include:

- Reduced plan review turnaround times and quick inspection response time
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Highly qualified staff
- Confidence of working with a well-established consultant in business for 185+ years
- Next day inspections
- Same day inspections for urgent matters

Hourly rates for project personnel are outlined below:

Staff Level Classifications Hourly Billing Rate*

Structural Engineer	\$ 130
Civil Engineer	\$ 120
Plan Review Engineer	\$ 120
Building Official	\$ 130
Plan Reviewer	\$ 105
CASp Plan Reviewer/Inspector	\$ 110
OSHPD 3 Plan Review/Certification	\$ 125
Certified Floodplain Manager	\$ 130
Combination Inspection	\$ 100
Permit Technician	\$ 70
Administrative Support	\$ 65
Fire Plan Review	\$120

****Pricing assumes that this contract is non-prevailing wage - for any prevailing wage projects, BVNA will discuss rates with the City to account for the California Prevailing Wage requirements.***

Overtime: All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

This fee proposal is valid from January 1, 2017 thru December 31, 2017 and is subject to annual review and adjustment, with the approval of the City.

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Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

Professional Services Fees

CSG's fee schedule for proposed work is provided in the table below. All plan review services will be performed at CSG's office. CSG will coordinate the pickup and return of all plans to CSG via staff or a licensed courier service. This service is provided at no additional cost.

Plan review based on a percentage of the City's plan check fee includes initial plan review and two subsequent reviews. Additional reviews will be charged at the appropriate hourly rate indicated below.

FEE SCHEDULE

SERVICE / ROLE	FEE / HOURLY RATE
Full Plan Review by Percentage	65% of City's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of City's Building Plan Check Fees
Structural Engineer	\$150
Civil Engineer	\$185
Plan Review Engineer	\$125
Building Official	\$125
Building Plan Reviewer	\$85
Fire Plan Reviewer	\$95
CA5p Plan Reviewer/Inspector	\$125
OSHDP 3 Plan Review/Certification	\$110
Certified Flood Plain Manager	\$200
Combination Inspection	\$85
Permit Technician	\$60
Administrative Support	NA

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. 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. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

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CITY OF STOCKTON

Harry Black, City Manager

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Eliza R. Garza CMC, City Clerk

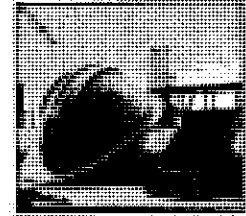
APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

SERVICE FEES

Professional Service Fees



WC³ proposes the following fees based on a percentage of the plan review fees.

Complete Building Plan Review	65%
Structural Only Plan Review	45%
Architectural Only Plan Review	40%

Schedule of Hourly Billing Rates*

Classification	Hourly Billing Rate
Structural Engineer	\$125.00
Civil Engineer	\$115.00
Plan Review Engineer	\$110.00
Building Official	\$130.00
Plans Examiner	\$100.00
Fire Plans Examiner	\$105.00
Fire Protection Engineer	\$115.00
CASp Plan Reviewer/Inspector	\$150.00
OSHPD 3 Plan Review	\$100.00
Senior Inspector	\$99.00
Inspector III	\$94.00
Inspector II	\$89.00
Inspector I	\$79.00
Permit Technician	\$65.00
Administrative Support	\$55.00

Instructor (In House Staff Training) Starting at \$750/class

Overtime on Hourly Rates (if required) 150% of Hourly Rate

* Four (4) Hour minimum on all in house work

Plan review services include an initial review, second review and a third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the City, per the Schedule of Hourly Billing Rates (see left).

Pick-up and delivery fees are not charged to the City but processed through WC's established account. Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals will be completed on an hourly basis with a mutually acceptable not-to-exceed amount.

For expedited or fast-track projects requested by the City of Stockton, we propose a fee of 150% of the above noted fees.