

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal From: Susan Emery
Dept: City Manager Dept: Community Development
Subject: APPROVAL OF AMENDMENT NO. 6 Date: July 9, 2013
TO THE AGREEMENT WITH SCOTT
FAZEKAS & ASSOCIATES, INC. FOR
PLAN CHECK SERVICES

OBJECTIVE

The purpose of this report is to request approval of the Amendment to the Agreement with Scott Fazekas & Associates, Inc. (SFA) for plan check services.

BACKGROUND

The Building Services Division is responsible for providing construction plan check services in order to ensure the safety of building occupants within homes, work places, worship centers, and other buildings constructed within Garden Grove.

In October 2007, the City Council approved the original plan check consultant contract with SFA. Since then, SFA staff has been providing quality plan check services for complex construction projects on an "as-needed" basis, thereby enabling the City to respond quickly and effectively on development projects and also during peak periods of plan check activity. Extending the contract is desired in order to maintain the level of plan check service expected by those we serve.

SFA employs only trained California registered engineers, architects, and/or certified code professionals. They provide a comprehensive review of building, plumbing, mechanical, and electrical system plans for compliance to State and local codes.

DISCUSSION

The amended term of this contract extends the original contract through June 30, 2014, with total compensation not to exceed five hundred thousand dollars (\$500,000.00), which is funded with plan check fees paid by developers.

EXTENSION AND INCREASE OF SCOTT FAZEKAS &
ASSOCIATES, INC. PLAN CHECK
CONSULTING CONTRACT

July 9, 2013

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FINANCIAL IMPACT

The extension to the contract has a total compensation not to exceed five hundred thousand dollars (\$500,000.00); two hundred and fifty thousand dollars (\$250,000.00) is to compensate for the plan check costs related to the Great Wolf Resorts, Inc. development project, which will be funded by the developer. The remaining amount will be funded with plan check fees paid by other developers.

The amount in the contract is budgeted in the General Fund and no additional budget allocation is needed.

As the plan check review for the Great Wolf project is currently underway, it is important to extend the agreement for efficiency purposes to allow SFA to continue and complete their project plan review. Staff anticipates obtaining bids for a new plan check contract for Fiscal Year 2014-15.

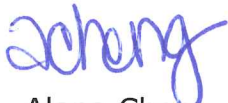
RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 6 to the Agreement with Scott Fazekas & Associates, Inc. in the amount of \$500,000.00 for one year, for plan check services; and
- Authorize the City Manager to execute the Amendment and make minor modifications as appropriate thereto



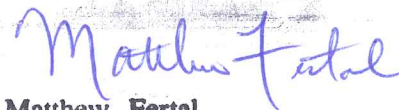
SUSAN EMERY
Community Development Director



By: Alana Cheng
Administrative Analyst

Attachment 1: Amendment No. 6 to the Scott Fazekas & Associates, Inc.
Agreement

Recommended for Approval



Matthew Ferial
City Manager

CITY OF GARDEN GROVE

AMENDMENT NO. 6

Plan Check Services

This Amendment No. **6** to furnish **Plan Check Services** is made and entered into this **9th day of July 2013**, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **SCOTT FAZEKAS & ASSOCIATES, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. **08-2357**, effective **October 10, 2007** for Plan Check Services (the "Existing Contract").

WHEREAS, CONTRACTOR and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, TERM AND TERMINATION of the Existing Contract, shall be amended as follows:

This Amendment No. **6** hereby extends the performance period to cover services , as set forth in Exhibits A and B, to be rendered from **July 9, 2013** to **June 30, 2014**.

Section 3.0., COMPENSATION - shall be amended as follows:

The contract price to cover the term of this Amendment No. **6** is hereby **increased** by **\$250,000.00** to a new Firm Fixed Price of **\$500,000.00**. This is an increase of \$250,000.00 to cover additional plan check fees associated with the new development project, Great Wolf Resorts, Inc., which is funded entirely with plan check fees paid by the developer, McWhinney Enterprises.

Contractor shall be compensated in accordance with the hourly rates as set forth in Exhibit C to Contract No. **08-2357**. In no event shall the total compensation for the extended performance period exceed the total amount of **\$500,000.00**.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONSULTANT"
SCOTT FAZEKAS & ASSOCIATES, INC.

By: Scott R. Fazekas

Name: Scott R. Fazekas

Title: President / C.F.O.

Date: 5-30-13

Tax ID No. 33-0711166

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal are required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

**WORK TO BE PERFORMED BY "CONSULTANT"
AND COMPENSATION**

A. Plan Review Services Scope of Work

1. Perform traditional preliminary plan review consultations in CONSULTANT'S main office by meetings or by telephone.
2. Perform traditional initial plan review of submitted plans to determine compliance with CITY adopted:
 - a. California Building Code
 - b. California Plumbing Code
 - c. California Mechanical Code
 - d. California Electrical Code
 - e. California State, Title 24 (Energy Conservation; and Disabled Access regulations)
 - f. California Green Building Standards Code
3. Provide the applicant's designee and the CITY a typed list of items needing clarification or change to achieve conformance with the above regulations.
4. Perform all necessary liaisons with the applicant's designee, by telephone, FAX, mail, or meeting in CONSULTANT'S main office, and perform all necessary rechecks to achieve conformance to the regulations.
5. Perform all necessary liaisons with the Building Official or his designee, by mail, telephone, FAX, or in CONSULTANT'S main office, to insure compliance with all applicable State and local codes and to insure compliance with local policy interpretations.
6. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.
7. Perform extra work when requested in writing by the CITY.
8. Attend meetings related to proposed building projects at the request of the Building Official at locations other than CONSULTANT'S OFFICE.

B. Compensation for Plan Review Services:

1. Compensation for each plan under Section A. 1-5 reviewed shall be 70% of the established plan check fee as calculated per the Garden Grove Master Fee Resolution for each building plan checked. The construction valuation shall be as determined by the City of Garden Grove or as mutually agreed upon by the CITY and CONSULTANT. The value shall include all proposed construction as defined in Section 109.3 of the California Building Code, 2010 Edition as adopted by the City of Garden Grove.

Plan check fee for repetitive identical buildings shall be noted above for the first, or basic building and 15% of the established plan check fee as calculated per the Garden Grove Master Fee Resolution for each additional building checked.

Compensation for structural-only plan reviews is reduced to 50% of the established plan check fee as calculated per the Garden Grove Master Fee Resolution.

The single fee includes up to two (2) rechecks, plan check conferences with the applicant and /or City staff at the CONSULTANT'S office, the review of plans initially found to be incomplete, and the transmission of plans back to the jurisdiction. When it is found and agreed to by the CITY and CONSULTANT that the scope of plan review activity has been substantially altered, an additional fee may be charged.

2. Compensation for work performed under Section A.6. shall be calculated as reflected in #1 above or shall be based on CONSULTANT'S current Labor Rates Schedule. The method of calculating compensation for each plan reviewed shall be as agreed to by the Building Official and CONSULTANT.
3. Compensation for work performed under Section A.7. shall be based on the attached CONSULTANT'S Labor Rates Schedule (Exhibit C).

EXHIBIT B

A. The CITY shall perform the following work:

1. Arrange and pay the cost of shipping one set of plans and documents to the CONSULTANT'S office.
2. Obtain from the applicant, at the time of the project submittal, the necessary items to allow plan review to be completed in the shortest overall time frame. Necessary items include, but are not limited to, complete plans, construction specifications, soil reports, Title 24 energy calculations, structural calculations, the name and address and telephone number of the applicant's designated contact person and similar items that may be unique to a particular project.
3. Provide the valuation for the proposed construction or instruct the CONSULTANT to calculate the valuation in accordance with Exhibit A, B.1.
4. Provide the CONSULTANT with copies of any CITY ordinances that modify the regulations listed in Exhibit A, A.2.
5. Collect sufficient plan check fees or deposits from project applicants to ensure the CITY will not suffer a loss if the applicant decides to abandon the permit process after the CONSULTANT has completed the initial plan check.

B. Extra Work

The CONSULTANT shall not perform extra work without written authorization from the Building Services Manager or authorized City Representative.

EXHIBIT C

EXTRA WORK TO BE PERFORMED BY "CONSULTANT" AND COMPENSATION

Work performed other than services covered in this Agreement when assigned by the Building Official shall be as follows:

Plan Review Services	\$95.00
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Inspections (depending on qualification as agreed upon by both parties)	\$50.00 - \$75.00
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Permit Technician Services	\$30.00 - \$60.00
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Other Services will be as mutually agreed upon by both parties based on scope of assignment and individual employee assigned to the task.