



Approvals:

City Manager *[Signature]*
Dept. Head *[Signature]*
Attorney *[Signature]*
Finance *[Signature]*

AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: April 15, 2014

Department: Community Development / Building Division
Prepared By: Michael Jorgensen, Building Official *mjj*

Subject: **SECOND AMENDMENT TO ON CALL BUILDING PLAN REVIEW SERVICES CONTRACTS**

Fiscal Impact: None – Funding for contractual building plan review services is included in the current budget (001-421-43890-000-00000)

Summary: Staff recommends that Council approve the second amendments to contracts with Esgil Corporation and VCA Code Group increasing the maximum compensation provided for in the current agreements. The amendments will provide for the continuation of the existing on-call building plan review services currently utilized.

Background: For many years the Building Division has used outside plan check services to supplement staff in order to deal with fluctuating peaks in workloads. Utilizing supplemental outside plan check firms allows the Building Division to maintain the desired customer service project turnaround timeframes.

Discussion: The plan review firms Esgil Corporation and VCA Code Group were selected in 2012 after evaluating proposals from plan review consulting firms. The Building Division has utilized the services of different firms over the years and Esgil and VCA have both proven themselves as extremely competent and capable. These two consulting firms have consistently satisfied our needs and continue to provide a high level of responsiveness and customer service.

Use of contractual plan review services has increased in 2014 as a result of a vacancy in our plan check staffing. Without the proposed contract amendments the existing compensation limits will be reached prior to the end of the current agreements. The Building Division has determined it is necessary to continue these services and desires to extend the existing professional services agreements.

Recommended

- Action:** STAFF RECOMMENDS THAT the City Council
1. Approve and authorize the Mayor to execute the Second Amendment to the Professional Services Agreement between EsGil Corporation and the City of San Clemente to provide on-call building plan check services.
 2. Approve and authorize the Mayor to execute the Second Amendment to the Professional Services Agreement between VCA Code Group and the City of San Clemente to provide on-call building plan check services.

- Attachments:**
1. Second Amendment to Professional Services Agreement for On-Call Building Plan Check (As-Needed) Services between EsGil Corporation and the City of San Clemente.
 2. Second Amendment to Professional Services Agreement for On-Call Building Plan Check (As-Needed) Services between VCA Code Group and the City of San Clemente.

Notification: None required

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Attachment – 1

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL (AS-NEEDED) BUILDING PLAN CHECK SERVICES**

This Second Amendment to Professional Services Agreement for on-call (as-needed) building plan check services, (this "Second Amendment") is made and entered into on this ____ day of _____, 20____, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and EsGil Corporation ("Contractor").

RECITALS:

- A. City and Contractor entered into that certain Professional Services Agreement for on-call (as-needed) building plan check services (the "Original Agreement") on December 13, 2012.
- B. City and Contractor entered into that certain First Amendment to Professional Services Agreement for on-call (as-needed) building plan check services ("First Amendment") on December 3, 2013. the Original Agreement, as modified by the First Amendment, is hereinafter referred to as the "Agreement."
- C. City and Contractor desire to amend the Agreement in the manner provided hereinbelow.

COVENANTS:

Section 1: Section 3.1 of the Agreement is hereby amended by increasing the maximum compensation for services provided in Section 3.1 of the Agreement from Fifty Thousand Dollars (\$50,000) to Eighty Five Thousand Dollars (\$85,000) . In addition to the services to be performed by Contractor as referenced in Exhibit A to the Original Agreement and Exhibit A to the First Amendment, Contractor shall also perform those services described in Exhibit A of this Second Amendment, which exhibit is attached hereto and incorporated herein by this reference.

Section 2: Except as expressly amended by this Second Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20____

ATTEST:

CITY CLERK of the City of
San Clemente, California

Approved as to form:
RUTAN & TUCKER, LLP

City Attorney

("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 20____

Finance Authorization

EXHIBIT "A"

Scope of Services

Consultant shall perform scope of services similar to services identified in the original agreement.

document2

Attachment – 2

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL (AS-NEEDED) BUILDING PLAN CHECK SERVICES**

This Second Amendment to Professional Services Agreement for on-call (as-needed) building plan check services, (this "Second Amendment") is made and entered into on this ____ day of _____, 20____, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and VCA Code Group ("Contractor").

R E C I T A L S:

- A. City and Contractor entered into that certain Professional Services Agreement for on-call (as-needed) building plan check services (the "Original Agreement") on December 13, 2012.
- B. City and Contractor entered into that certain First Amendment to Professional Services Agreement for on-call (as-needed) building plan check services ("First Amendment") on December 3, 2013. the Original Agreement, as modified by the First Amendment, is hereinafter referred to as the "Agreement."
- C. City and Contractor desire to amend the Agreement in the manner provided hereinbelow.

C O V E N A N T S:

Section 1: Section 3.1 of the Agreement is hereby amended by increasing the maximum compensation for services provided in Section 3.1 of the Agreement from Fifty Thousand Dollars (\$50,000) to Sixty Five Thousand Dollars (\$65,000) . In addition to the services to be performed by Contractor as referenced in Exhibit A to the Original Agreement and Exhibit A to the First Amendment, Contractor shall also perform those services described in Exhibit A of this Second Amendment, which exhibit is attached hereto and incorporated herein by this reference.

Section 2: Except as expressly amended by this Second Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

Approved as to form:
RUTAN & TUCKER, LLP

City Attorney

("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 20__

Finance Authorization

EXHIBIT "A"

Scope of Services

Consultant shall perform scope of services similar to services identified in the original agreement.

document2

