

**AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC, INC.**

This Amendment Number Three ("Amendment") is made and entered into as of the 30th day of June, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and HR GREEN PACIFIC, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on December 5, 2018 for Consultant to provide plan check and permit processing services on an as-needed basis (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term ending September 30, 2019, with the option to extend the Agreement for three (3) additional one (1) year periods; and

WHEREAS, on September 23, 2019, City and Consultant extended the term through September 30, 2020; and

WHEREAS, on September 30, 2020, City and Consultant extended the term through June 30, 2021, provided the option for an additional one (1) year extension, and amended the fee schedule set forth in Section 2.1 of the Agreement; and

WHEREAS, City and Consultant now desire to extend the term for one (1) additional year, through June 30, 2022, and to amend the fee schedule set forth in Section 2.1 of the Agreement; and

WHEREAS, City and Consultant intend and desire that this Amendment be effective retroactive to the Effective Date.

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

1. This Amendment shall be effective retroactive to the Effective Date.
2. The term of the Agreement shall be extended through June 30, 2022.
3. Section 2.1 of the Agreement shall be amended to reflect that Consultant shall be paid in accordance with the amended fee schedule set forth in Exhibit "A," attached hereto and incorporated herein, commencing July 1, 2021.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Ann Jones H
City Manager

Date: 08/17/21

CONSULTANT

George A. Wentz
George A. Wentz
Vice President

Date: 8/4/2021

ATTEST:

Brenda Green 8/19/2021
City Clerk



APPROVED AS TO FORM:

Forbair Hall Barlow
City Attorney

Date: 8/17/21

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 8/12/21

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 8/12/21

DEPARTMENTAL APPROVAL:



Economic and Development Services
Director


Date: 8/12/21



Fire Chief

Date: 8/16/2021

APPROVED AS TO PURCHASING:



Finance Director

Date: 8/18/2021

EXHIBIT A
AMENDED FEE SCHEDULE

HR Green Pacific, Inc. Fee Schedule

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>	<u>Prevailing Wage Rate</u>
Principal-in-Charge/Program Manager	\$220-260	
Project Manager	\$180-210	
QA/QC Manager	\$170-190	
Civil Plan Check Manager	\$175-210	
Senior Professional/Project Engineer	\$165-210	
Traffic Engineer	\$180-210	
Professional Engineer	\$155-180	
Associate Engineer	\$140-165	
Assistant Engineer	\$110-145	
Environmental Associate (NPDES)	\$130-165	
Senior Civil Plan Checker	\$170-190	
Civil Plan Checker	\$145-170	
Map Checker	\$150-190	
Public Works Technician	\$100-120	
Transportation Manager	\$160-190	
Transportation Planner	\$130-170	
Senior Design Engineer	\$165-210	
CAD Designer/Operator	\$140-170	
CASp Reviewer/Inspector	\$135-165	
Building and Safety Official	\$175-200	
Deputy Building Official	\$150-175	
Senior Building Plan Check Engineer	\$125-150	
Building Plan Check Engineer	\$130-145	
Senior Building Plan Checker	\$115-135	
Building Plan Checker	\$ 95-125	
Senior Building Inspector	\$115-140	
Building Inspector (Combination)	\$100-130	
Code Enforcement Supervisor	\$100-130	
Code Enforcement Officer	\$ 90-125	
Management Analyst	\$125-145	
Permit Technician	\$ 85-105	
Construction Manager	\$155-200	
Senior Construction/Public Works Inspector	\$120-150	\$170-210
Construction/Public Works Inspector	\$ 95-145	\$145-185
Administrative Assistant	\$ 75-100	

Notes:

1. Other classifications are available based upon the needs of the agency.
2. All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

Prevailing Wage: Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II “Construction Inspector and Field Soils and Materials Tester” will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1.5 times that shown above. Sunday and State Holidays will be billed at 2.0 times that shown above.

The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (**) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

Direct/Reimbursable Expenses and Subconsultants: Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 15% percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.)

Our hourly fees/rates shall remain effective through December 31, 2020 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.