

Exhibit 'A'

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF KERMAN AND
ROD CARSEY CONSULTING AND PLAN REVIEW SERVICES FOR BUILDING
PLAN CHECK SERVICES**

This First Amendment to Agreement with Rod Carsey Consulting and Plan Review Services for building plan check services is entered between the City of Kerman, a California municipal corporation, (hereinafter referred to as "CITY") and Rod Carsey Consulting and Plan Review Services (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 11, 2020, the City of Kerman (City) entered into an agreement with Rod Carsey Consulting and Plan Review Services (Consultant) for building plan check services; and

WHEREAS, the existing agreement expires on June 30, 2023; and

WHEREAS, funds were allocated in the FY 23/24 City budget to continue the services provided by Consultant; and

WHEREAS, City and Consultant desire to extend the Agreement effective July 1, 2023, with amendments through June 30, 2026.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 1 titled "Scope of Services" is amended to read as follows:

Section 1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, services as requested by CITY as specifically set forth in this First Amendment of **Exhibit 'A-1'** which is attached hereto and hereafter referred to as "First Amendment Scope of Services."

2. Section 2 titled Term of Agreement is amended to read as follows:

Term of Agreement. This Agreement shall be effective from July 1, 2023 to June 30, 2026, subject to any earlier termination in accordance with this Agreement.

3. Section 3 titled Compensation is amended to read as follows:

Compensation. Effective July 1, 2023, CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this

Agreement shall be at the rate and schedules attached hereto as **Exhibit 'A-2'**, referred to "First Amendment Fee Schedule", which includes flat rate, percentage base rate, and hourly charges. CONSULTANT acknowledges that the flat fee and percentage base rates are subject to change upon the City's approval of new fees.


4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have caused this First Amendment to the Agreement to be executed by their duly authorized representatives.

CITY OF KERMAN
A municipal corporation

ROD CARSEY CONSULTING AND
PLAN REVIEW SERVICES

John Jansons, City Manager
Date: _____, 2023



Signature:
Rod Carsey OWNER
Print: Name and Title
Date: 6/21, 2023

ATTEST:

Marci Reyes, City Clerk

Date: _____, 2023

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Date: _____, 2023

Exhibit 'A-1'

FIRST AMENDMENT SCOPE OF SERVICES

A. SCOPE OF SERVICE:

1. Perform plan check services for commercial, residential, and solar projects on behalf of the City as directed by the City Manager or his/her designee.
2. Perform plan check addendums for commercial, residential, and solar projects on behalf of the City as directed by the City Manager or his/her designee.
3. Perform other plan check and/or plan review-related consultative support services as requested.
4. Plan reviews will consist of building, mechanical, plumbing, electrical, energy and ADA requirements. Plan checks will be reviewed under the most recent adopted Uniform Building Codes and compared against City ordinances and related policies.

B. ELECTRONIC PLAN REVIEW AND COMMENTS:

1. The City will transmit to the Plans Examiner job information including a receipt copy of the total plan check fee charged by the City.
2. All plans will be reviewed electronically using Bluebeam Revu. The Plans Examiner will prepare a plan check letter with all building code-related comments. The letter will be emailed to the City unless directed otherwise.

C. REVIEW TIME:¹

1. First-time submittal of plans will be reviewed within 15 to 20 business days. The second and subsequent submittal of plans will be reviewed within 10 to 15 business days. Non-expedited plan submittals will be reviewed on a first come - first serve basis.
2. Plans submitted for expedited plan review will be reviewed within 5 to 15 business days.

¹ Review times as described in C. 1 and C. 2 may vary due to volume and complexity of plan review.

Exhibit 'A-2'

FIRST AMENDMENT FEE SCHEDULE

A. FEE FOR SERVICES:

1. The Plans Examiner shall be entitled to 50% of the total plan check fee charged by the City for all projects.
2. Addendum² plan review will be plan checked on an hourly rate set at \$73.
3. Expedited plan reviews will be done at a rate of 50% of the City plan check fee plus \$73 an hour.
4. Participate and attend meetings on behalf of the City as directed will be at an hourly rate set at \$55.

B. INVOICE AND PAYMENT METHOD:

An invoice shall be submitted via email to the City no later than the 10th day of every month for work completed in the previous month. The City must review, request clarification or corrections, and remit payment within 30 days from the date of invoice. Said payment shall be made out to Rod Carsey.

² Addendum shall mean a revision or correction to plans that have been plan checked and received an "Approval" stamp from the Plans Examiner.