

RESOLUTION NO. 2023-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APPROVING
AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF
MARINA AND CSG CONSULTANTS, INC. OF FOSTER CITY,
CALIFORNIA, FOR ENGINEERING AND BUILDING CONSULTING
SERVICES TO EXTEND THE CURRENT CONTRACT TO JUNE 30, 2025,
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE
AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, on April 4th, 2006, the City Council adopted Resolution No. 2006-84, approving an Agreement between the City of Marina and CSG Consultants (the “Agreement”) to provide engineering inspection services to the City’s Engineering Division. The original agreement was amended on July 18th, 2006 (Resolution No. 2006-184), March 6th, 2007 (Resolution No. 2007-44), June 3rd, 2008 (Resolution 2008-119), June 19th, 2012 (Resolution 2012-90), October 16th, 2012 (Resolution 2012-156), June 21st, 2016 (Resolution 2016-88), and December 6th, 2016 (Resolution 2016-154). The contract amendments extended the term of service and added staff augmentation for code enforcement, building inspection, building plan check, and solid waste franchise agreement review services; and

WHEREAS, at the December 6, 2016 regular City Council meeting, City Council directed staff to issue a Request of Proposals (RFP) for consulting firms providing engineering and building services. Of the seven area firms that received the RFP, CSG was the only firm that responded. Staff contacted the other potential proposers and found that the firms either partnered with CSG as a sub-consultant or did not have the breadth of services or depth of staff to support the contract; and

WHEREAS, at the regular meeting of August 2, 2017, the City Council adopted Resolution No. 2017-76, approving an agreement between the City of Marina and CSG Consultants for engineering and building permit services; and

WHEREAS, CITY and CONTRACTOR entered into a First Amendment to the Agreement dated July 1, 2020 (the “First Amendment”), to extend the term of the Agreement from July 1, 2020 to June 30, 2023; and

WHEREAS, CITY and CONTRACTOR entered into the Second Amendment to the Agreement dated April 21, 2021 (the “Second Amendment”), to add digital scanning and archiving services to the Scope of Work; and

WHEREAS, CSG Consultants, Inc. has been providing engineering and building services since 2006. With continued development and ongoing capital needs, the City will continue to need the services of consultants in both the Engineering and Building disciplines. Those services include but are not limited to: Development review, plan check for code compliance, code enforcement, construction management & inspection services, building inspection, project management, grant application and compliance, and the day-to-day engineering and building services to assist the Community Development and Public Works Departments; and

WHEREAS, if approved, the contract services would continue to support the functions of engineering, building plan check, map check, inspection, document scanning and code enforcement. The amended contract term of service would be through June 30, 2025; and

WHEREAS, the services provided under this contract are funded through budgets within the Capital Improvement Program (CIP), permit fees, and developer agreements. General Fund contributions would be for a portion of Code Enforcement and the engineering and inspection within CIP projects that are budgeted to use General Fund dollars but are one-time expenditures; and

WHEREAS, there is no retainer under the terms of the contract and compensation is on an hourly reimbursement basis for services rendered. The City has the option to increase or decrease the work performed by CSG Consultants as development and the Capital Improvement Program respond to the fiscal conditions.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina does hereby

1. Approve Amendment No. 3 to the agreement with CSG Consultants, Inc. of Foster City California for Engineering and Building Consulting Services, extending the current contract through June 30, 2025; and
2. Authorize and direct the City Manager to execute the Amendment, upon final approval by the City Attorney, on behalf of the City.

PASSED AND ADOPTED, at a special meeting of the City Council of the City of Marina, duly held on the 15th day of August 2023 by the following vote:

AYES: COUNCIL MEMBERS: Visscher, McCarthy, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Medina Dirksen

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**THIRD AMENDMENT TO AGREEMENT WITH CITY OF MARINA AND CSG INC. FOR
ENGINEERING AND BUILDING CONSULTING SERVICES**

THIS THIRD AMENDMENT (“Third Amendment”) to the Agreement for Engineering and Building Consultant Services to City projects and developments on an as needed basis as determined by the City Engineer made this day of _____, 2023 by and between the City of Marina, a California charter city (“City”) and CSG Consultants, Inc. a California Corporation (“CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein collectively as the “Parties.”

Recitals

WHEREAS, CITY and CONTRACTOR entered into the Agreement dated September 11, 2017 (the "Agreement") for services to provide engineering and building consulting services pertaining to City projects and development and to provide support services for the City on an as-needed basis as determined by the City Engineer.

WHEREAS, CITY and CONTRACTOR entered into a First Amendment to the Agreement dated July 1, 2020 (the "First Amendment"), to extend the term of the Agreement from July 1, 2020 to June 30, 2023.

WHEREAS, CITY and CONTRACTOR entered into the Second Amendment to the Agreement dated April 21, 2021 (the “Second Amendment”), to add digital scanning and archiving services to the Scope of Work.

WHEREAS, CITY and CONTRACTOR desire to further amend said Agreement to extend the term of the Agreement from July 1, 2023 to June 30, 2025.

Terms & Conditions Amended

Now, therefore, the Parties agree to amend the Agreement as follows:

1. **“Exhibit B-3”** to the Third Amendment is incorporated into the Agreement.
2. Article 2 “Terms of Agreement & Commencement of Work” Section (a) and (b) is amended to read in its entirety.
 - (a) The term of this Agreement began on September 11, 2017, the date of its full execution, and the Agreement as amended shall expire on June 30, 2025, unless further extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:
 - (i) This Agreement has been approved by the City’s Council or by the board, officer or employee authorized to give such approval; and
 - (ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and
 - (iii) This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto; and

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

- (b) "CONTRACTOR commenced work on the Project on September 11, 2017. This agreement may be extended upon written agreement of both parties. CONTRACTOR may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the CITY and made part of "**Exhibit A.**"

3. Article 3 "Compensation" Section (a) and Section (d) are amended to read in their entirety:

- (a) "CITY liability for compensation to CONTRACTOR under the Agreement as amended shall only be to the extent of the present appropriation to fund this agreement. For services to be provided under this Agreement and the Third Amendment CITY shall compensate CONTRACTOR in accordance with the provisions of this Section and at the hourly rates attached hereto as **Exhibit B-3.**"
- (b) "CONTRACTOR shall not receive any compensation for Extra Work without the prior written authorization of CITY. As used herein, "Extra Work" means any work that is determined by the CITY to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with "**Exhibit B-3.**"

All other terms and conditions in that certain Agreement dated September 11, 2017, as amended by the First Amendment, shall remain in full force and effect.

This Third Amendment may be executed in three (3) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Agreement for CONTRACTOR to provide Scanning and Archiving Services pertaining to city projects and development for the CITY on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA

CSG CONSULTANTS, INC

Layne Long
City Manager

Cyrus Kainpour
President

Date: _____

Date: _____

(Attestation & Approval Follow)

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM

By: _____
City Attorney



Building Services Fee Schedule

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service. Plan review is based on a percentage of the agency's plan check fees and includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below. RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency. Except for residential solar projects, CSG will charge a minimum of \$250 per plan review project.

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Off-Site Building Plan Review by Percentage	
Full Building Plan Review by Percentage	65% of Agency's Building Plan Check Fees
Structural Only Plan Review by Percentage	50% of Agency's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of Agency's Building Plan Check Fees
Off-Site Building Plan Review (Hourly Rates)	
Building Plan Review	\$145
Building Plan Review – Professional Engineer	\$150
Building Plan Review – Structural Engineer	\$170
Structural Only Plan Review	\$170
M/E/P Plan Review – Certified Plans Examiner	\$145
M/E/P Plan Review – Professional Engineer	\$160
Grading Plan Review – Civil Engineer	\$220
CASp Plan Review/Consultation	\$160
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Building Department Services	
Permit Technician	\$100
Senior Permit Technician	\$110
CASp Inspection	\$160
Building Inspector	\$125
Combination Building Inspector	\$135
Deputy Building Official	\$150
Building Official	\$170
Building Department Administrative Services	\$150
Administration/Plan Processing	\$80

All hourly rates include salaries, benefits, workers compensation insurance, local travel, and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the Agency prior to proceeding. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the Agency and CSG. Administration/Plan Processing includes coordinating the pick-up and return of plans, performing scanning, collating, and tracking, and providing plan review status updates to the Agency. Hourly rates for publicly funded projects will be based on current prevailing wage rates. On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice. This fee proposal is valid for a period of 90 days from date of submittal.

Building Department Administrative Services may include developing and establishing the following: building department workflows and relationships with other agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the Agency.



2024 Engineering Division Hourly Rates

San Francisco Bay Area

CSG Consultants' services are billed on a time-and-materials basis according to our Standard Rates, shown below.

PROFESSIONAL ENGINEERING SERVICES	HOURLY RATE
Engineering Trainee	\$80
Administrative Assistant	\$90
Analyst	\$150
Engineering Designer/CASp Inspection & Consultation	\$160
Construction Inspector	\$165
Senior Analyst	\$175
Assistant Resident Engineer	\$190
Assistant Engineer	\$165
Associate Engineer	\$195
Senior Construction Inspector	\$180
Senior Engineer	\$220
Senior Land Surveyor	\$220
Resident Engineer	\$230
Structure Representative	\$230
Senior Structural Engineer	\$245
Senior Project Manager	\$245
Principal Engineer	\$260
Senior Principal Engineer	\$280
Two-Person Survey Crew	\$365
SUSTAINABILITY PROGRAM MANAGEMENT SERVICES	HOURLY RATE
Sustainability Program Analyst	\$150
Sustainability Program Senior Analyst	\$180
Sustainability Program Manager	\$210

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. CSG will coordinate the pickup and return of plans between CSG and agency offices. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month.

July 28, 2023

Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 15, 2023

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF MARINA AND CSG CONSULTANTS, INC. OF FOSTER CITY,
CALIFORNIA, FOR ENGINEERING AND BUILDING CONSULTING
SERVICES TO EXTEND THE CURRENT CONTRACT TO JUNE 30, 2025, AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY
THE CITY ATTORNEY**

REQUEST:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, approving Amendment No. 3 to the agreement for Engineering and Building Consulting Services between the City of Marina and CSG Consultants, Inc. of Foster City, California, extending the current contract to June 30, 2025; and
2. Authorize the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On April 4th, 2006, the City Council adopted Resolution No. 2006-84, approving an Agreement between the City of Marina and CSG Consultants (the "Agreement") to provide engineering inspection services to the City's Engineering Division. The original agreement was amended on July 18, 2006 (Resolution No. 2006-184), March 6, 2007 (Resolution No. 2007-44), June 3, 2008 (Resolution 2008-119), June 19, 2012 (Resolution 2012-90), October 16, 2012 (Resolution 2012-156), June 21, 2016 (Resolution 2016-88), and December 6, 2016 (Resolution 2016-154). The contract amendments extended the term of service and added staff augmentation for code enforcement, building inspection, building plan check, and solid waste franchise agreement review services.

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The City and Contractor entered into the Second Amendment to the Agreement dated April 21, 2021 (the “Second Amendment”), to add digital scanning and archiving services to the Scope of Work.

ANALYSIS:

CSG Consultants, Inc. has been providing engineering and building services since 2006. With continued development and ongoing capital needs, the City will continue to need the services of consultants in both the Engineering and Building disciplines. Those services include but are not limited to: Development review, plan check for code compliance, code enforcement, construction management & inspection services, building inspection, project management, grant application and compliance, document scanning and the day-to-day engineering and building services to assist the Community Development and Public Works Departments.

If approved, the contract services would continue to support the functions of engineering, building plan check, map check, inspection, and code enforcement. The amended contract term of service would be through June 30, 2025. (“EXHIBIT A”)

FISCAL IMPACT:

The services provided under this contract are funded through budgets within the Capital Improvement Program (CIP), permit fees, and developer agreements. General Fund contributions would be for a portion of Code Enforcement and the engineering and inspection within CIP projects that are budgeted to use General Fund dollars but are one-time expenditures.

There is no retainer under the terms of the contract and compensation is on an hourly reimbursement basis for services rendered. The City has the option to increase or decrease the work performed by CSG Consultants as development and the Capital Improvement Program respond to the fiscal conditions.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Guido Persicone, A.I.C.P.
Community Development Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina