AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES
BPR CONSULTING GROUP, LLC

THIS AMENDMENT NO. 2 to Agreement for Professional Services is made and effective this ____ day of _____, 2025 ("Amendment No. 2"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and BPR CONSULTING GROUP, LLC, a California limited liability company, (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on February 3, 2022, term extension in Extension No. 1 on August 22, 2024, and Amendment No. 1 on May 22, 2025 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and

2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and

3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of $197,000, for new total amount not to exceed $757,500 for CONTRACTOR's performance of the Services during the extended term; and

4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services as well, which would include the additional funds requested for the Agreement above; and

5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed $395,000; and

6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

_____
JAMES LINDSAY
Acting City Manager

Attest:

_____
OLIVIA NASHED
City Clerk

BPR CONSULTING GROUP, LLC,
a California limited liability company

_____
RON BEEHLER
Principal-in-Charge

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

Attachment 1
to Amendment No. 2

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
BPR CONSULTING GROUP, LLC

THIS AMENDMENT NO. 1 to Agreement for Professional Services is made and effective this 22nd day of May, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and BPR CONSULTING GROUP, LLC, a California limited liability company, (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on February 3, 2022 and term extension in Extension No. 1 on August 22, 2024 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and

2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and

3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of $260,000, for new total amount not to exceed $560,000 for CONTRACTOR's performance of the Services during the extended term; and

4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services by $867,000, setting the new total allocation for Services in an amount not to exceed $2,067,000 collectively, and which would include the additional funds requested for the Agreement above; and

5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed $867,000; and

6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

JAMES LINDSAY
Acting City Manager

Attest:

OLIVIA NASHED
City Clerk

BPR CONSULTING GROUP, LLC,
a California limited liability company

Ron Beehler

RON BEEHLER
Principal-in-Charge

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

BPR_Amend 1_initialed

Final Audit Report 2025-05-12

Created:	2025-05-12
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASXVRIuSOxlTljr4Fr1e53KM9CZTBpkx4

"BPR_Amend 1_initialed" History

Document created by Lorie Waters (lwaters@lodi.gov)
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Agreement completed.
2025-05-12 - 9:48:56 PM GMT

EXTENSION NO. 1
PROFESSIONAL SERVICES AGREEMENT

BPR CONSULTING GROUP, LLC

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 22nd day of August, 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and BPR CONSULTING GROUP LLC, a California limited liability company (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Building Codes Plan Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services with BPR Consulting Group LLC on February 3, 2022 ("Agreement"), attached hereto as Exhibit A and made part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to utilize the first two (2) year extension option and extend the term of the Agreement to October 31, 2026; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Extension No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

SCOTT R. CARNEY
City Manager

BPR CONSULTING GROUP LLC, a California limited liability company

Ron Beehler

By: RON BEEHLER
Title: Principal-in-Charge

Attest:

Olivia Nashed
OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

BPR Extension No. 1_initialed

Final Audit Report 2024-08-05

Created:	2024-08-05
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASR3gzzIeBi8QVyINRE0y2rdhltPrPwgO

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Document created by Lorie Waters (lwaters@lodi.gov)
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Agreement completed.
2024-08-05 - 8:12:59 PM GMT

Adobe Acrobat Sign

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on February 3, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BPR CONSULTING GROUP, LLC (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for BUILDING CODES PLAN EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on November 1, 2022 and terminates upon the completion of the Scope of Services or on October 31, 2024, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2), two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Dennis Canright

To CONTRACTOR: BPR Consulting Group, LLC
2201 Francisco Drive, Suite #140-658
El Dorado Hills, CA 95762
Attn: Ron Beehler

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the

services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

Olivia Nashed

OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

BPR CONSULTING GROUP, LLC

Ron Beehler

By: _____
Name: Ron Beehler
Title: Principal-in-Charge

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: **27081000.72450 & 10061000.72450**
(Business Unit & Account No.)

Doc ID:

CA:Rev.09.2022.LT

SECTION 5

PROJECT UNDERSTANDING & APPROACH

Our team has a proven track record of providing efficient and predictable building department services in support of California communities and for unique and fast paced building projects. Our key objectives in providing these services in support of the City of Lodi are as follows:

- **To provide timely and responsive plan review services.** Our well qualified, locally based and professionally licensed and/or CASp and ICC Certified team of plans examiners will provide you with comprehensive, efficient, and timely building department plan review services including clear and collaborative communication of plan review results. We will work with you to tailor our services to align with your unique and specific community needs. Our experienced and licensed team of structural, mechanical, electrical and fire protection engineers will ensure an appropriate level of plan review is provided for all assigned projects.
- **To be responsive to your specific inspection staffing needs.** As construction and development activity fluctuates within your community, we will provide qualified and certified inspection staff to support your building department and adjust our service levels as needed to maintain seamless service to your customers.
- **To provide staff who have the appropriate experience, certifications, and knowledge.** We will utilize appropriately experienced, licensed, qualified, and certified staff to perform all identified services.

From our review of the RFP, we understand the City's Building Inspection Division is looking to partner with experienced and highly qualified professionals to provide a variety of contract services.

BPR Consulting Group is interested in providing the following Services: BUILDING CODES (A)

We understand the contract for Building Codes (A) is to include *Building Code Plans Examination and Building Inspection services*. BPR is well qualified and exceeds the objectives and criteria outlined in the City's RFP.

Further, we understand the following:

- BPR will provide registered Structural Engineers and qualified support staff as appropriate.
- BPR staff proposed to serve the City includes multiple CASp certified professionals.
- BPR plans examination staff are capable of performing all structural and non-structural reviews including building, plumbing, mechanical, electrical, energy, disabled access, green building and fire if requested.
- BPR inspectors are qualified and capable of performing all structural and non-structural building inspections including building, plumbing, mechanical, electrical, energy, disabled access, green building and fire if requested.

- Plan reviews will be completed within the City's proposed turn-around times of 10 working days for residential and small miscellaneous projects first reviews and 5 working days for any sequential reviews. First reviews will be completed in 15 working days for non-residential projects and 10 working days for sequential reviews.
- BPR possesses and will maintain the required insurance requirements as defined in Exhibit C and illustrated in Section 5 of this proposal.

The team specifically selected to serve the City of Lodi has experience with the processes, procedures, ordinances and permitting services necessary to provide the requested services fully and efficiently. *As our proposal will demonstrate, we have selected a team of staff that possess **a high level of experience**; we offer a **competitive fee proposal**; and have the **available staffing** to meet the requested turn-around times.*

On the following pages you will find the detailed scope of services we are prepared to provide to the City of Lodi.

TECHNICAL PLANS EXAMINATION CAPABILITIES

BPR's staff possesses significant technical capabilities in all areas of plans examination competency gained from years of experience providing these same services. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by the City of Lodi.

Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, commissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, contractors and permit applicants. Our plans examiners possess knowledge of the most current state adopted building standards.

Architectural

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Our non-structural plans examiners have extensive experience verifying that established conditions of approvl items are properly integrated within project documents. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances

Structural

Our structural engineers have experience designing and reviewing building projects subjected to the significant seismic loads necessitated by the geographic location of the City of Lodi. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments

Specialty plan review services may be provided utilizing the most current editions of national standards including the following:

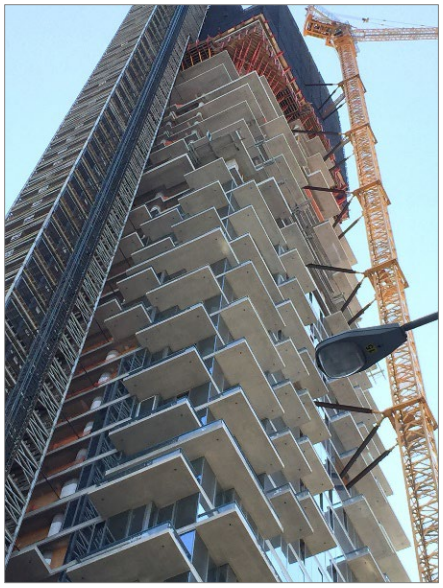
- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code
- NEHRP Requirements for Existing Building

Energy Compliance

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying CA Energy Code requirements for projects located within all climate zones. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

Green Building Standards

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.



Access Compliance & CASp Review

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

Flood Zones

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in FEMA designated flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff has recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

LEED

If requested we have LEED certified professionals on staff. Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

Fire Code Plan Reviews

If requested we have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. If requested, our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies
- NFPA Standards 13 (automatic fire sprinkler systems

- NFPA Standards 14 (standpipes)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 96 (smoke control)
- NFPA 101 Life Safety Code

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

Transporting Plans

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

Electronic Plan Review

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **SharePoint** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system, or any electronic plan review system presently used by your department.

We have had the opportunity to work with many different electronic plan review systems and our preferred system is **Bluebeam**, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy **Bluebeam** software, develop jurisdiction-specific stamps, develop tools to increase efficiencies for electronic plan reviews, and participate and provide ongoing training on the use of the software.

Communicating Plan Review Results

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiencies and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, bearing BPR's plan review stamps and ready for final approval and permit issuance by the City.

Standard Plan Review Completion Timeframes

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	15	10

On-Site Consultant Services & Meeting Attendance

Our plan review staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. We understand, fully grasp, and utilize the efficiency afforded by the many electronic meeting platforms that have become available in recent years. We find electronic meeting platforms such as Microsoft Teams, Zoom, and others allow for efficient and constructive communication between parties located throughout the United States and are an efficient tool for resolution of challenging issues both during plan review and field inspections. Our staff is available to meet with the City, project applicants and their design teams either in person or via electronic platform to resolve plan review issues efficiently and collaboratively.

Customer Service | Responsiveness

BPR's staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Division staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoToMeeting accounts to foster efficient communication with project proponents regardless of their physical location. Voice mails and e-mails will be responded to the same day they are received, if possible, always within 24 hours.

BPR's staff when not available immediately, will respond within one business day to questions from the Building Official or inspection staff which may be generated during field inspections of projects which were reviewed by BPR staff.

BUILDING INSPECTION SERVICES

BPR maintains the staffing and ability to provide experienced and qualified building inspectors who are appropriately ICC-certified to provide the requested inspection services.

Our inspection staff will perform inspection services to verify that the work of construction is in conformance with approved project plans as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction notices, field reports and will be available to answer in-person, emailed, or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and shown on approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with local and current code requirements. Specifically, our inspectors will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.

BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including master planned developments, single-family production, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects and historical designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information and complete necessary forms and documents as required to provide seamless service. BPR will provide building and fire safety field inspectors as soon as possible after receiving the request for inspection staff from the City of Lodi. We understand the City reserves the right to accept proposed inspection staff.

Inspector Qualifications & Certifications

BPR will work with the City of Lodi to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR inspectors are ICC-certified, with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities. Qualified inspectors having experience with inspection of new, existing and historical buildings/sites, building code enforcement, and building inspections for projects with steep slope grading requirements, will be assigned as appropriate.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building and fire standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.

SECTION 6

PROPOSED FEE STRUCTURE

PLAN REVIEW SERVICES: For complete plan review services for building projects reviewed in either hard copy of electronic format we propose a fee equal to 68% of the plan review fees based on the City's adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates. Expedited plan checks will be billed at 145% of the standard rate.

For review of revisions to approved plans, review of deferred submittal items and similar reviews we propose to provide these services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates. For partial reviews such as foundation only, structural only, life safety only, preliminary reviews, fire reviews or others, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates. There is no charge for shipping, supplies, or material costs.

INSPECTION SERVICES: Inspection services, when requested, can be provided at the hourly rates listed in our Schedule of Hourly Billing Rates. There will be a minimum 8-hour daily inspection charge for all on call inspection services.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR's current hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	$135
ICC Certified Plans Examiner	110
CASp Plans Examiner or Inspector	120
ICC Certified Inspector*	95 to 115
Fire Protection Engineer	135
ICC Fire Plans Examiner	110
ICC Fire Inspector	115
Permit Technician*	65 to 75
Permit Technician Trainee/ Building Department Support Staff	50

**Range based on qualifications and number of certifications held*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be 145% of the above noted hourly rates.
- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review and/or inspection services provided within City offices.

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Design Professionals- Architects/Engineers

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

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Final Audit Report 2023-01-31

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By:	Lorie Waters (lwaters@lodi.gov)
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