



City Council Staff Report

DATE: June 17, 2015

CONSENT CALENDAR

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ESGIL CORPORATION, A CALIFORNIA CORPORATION, FOR "ON CALL" BUILDING PLAN CHECK SERVICES; AND APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING, INC., A CALIFORNIA CORPORATION, FOR "ON CALL" BUILDING PLAN CHECK SERVICES.

FROM: David H. Ready, City Manager

BY: Office of the City Manager

SUMMARY

As part of the City Council's separate review and approval of the 2015/16 Fiscal Year budget is consideration of the approval of a new Comprehensive Fee Schedule which, if approved, incorporates new fees for building plan review services. Accordingly, this item will approve revisions to the City's professional services agreements with its consultants providing plan review services for the Building Department to reflect the new fee schedule.

RECOMMENDATION:

- 1) Terminate Agreement No. 2683 with Esgil Corporation, a California corporation, effective July 1, 2015, and Approve Agreement No. _____ with Esgil Corporation, a California corporation, for "On-Call" Building Plan Review Services for an initial term through June 30, 2018, subject to two additional one year extensions approved at the discretion of the City Manager; and
- 2) Approve Amendment No. 2 to Agreement No. 6208 with RKA Consulting Group, Inc., a California corporation, for "On-Call" Building Plan Review Services; and
- 3) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

As part of the City Council's separate review and approval of the 2015/16 Fiscal Year budget is consideration of the approval of a new Comprehensive Fee Schedule which, if

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approved, incorporates new fees for building plan review services. Currently, the City charges building plan review fees at 65% of the applicable building permit fee charged, which is entirely based on the valuation of the building construction that is the subject of the permit. The valuation of building construction is an estimate derived from valuation multipliers published by the International Code Council (ICC) in Building Standards, or from the architect (or owner or contractor) preparing the building plans, or as required by the Building Official. Identifying the value of the construction can be somewhat subjective, and may not accurately reflect the final valuation of the construction completed; however, the valuation basis has been used as the basis for determining building fees by most local agencies, including Palm Springs, for decades.

As an example, the City currently charges a building permit fee that varies on the basis of the building valuation, as shown in Table 1:

| Valuation | Building Permit | Plan Review Fee (65% of Permit) |
|------------------|------------------------|--|
| \$50,000 | \$715.11 | \$464.82 |
| \$100,000 | \$1,103.91 | \$717.54 |
| \$500,000 | \$3,592.24 | \$2,334.96 |
| \$1,000,000 | \$6,230.51 | \$4,049.83 |

Table 1 – Current Fees

The City has relied on third party consultants to provide the development community with plan review services. Currently, the City has agreements with two firms for building plan review services, Esgil Corporation and RKA Consulting Group, Inc. The vast majority of the City's building plan review services are provided by Esgil Corporation through a professional services agreement approved by the City Council on March 15, 1989, (Agreement No. 2683), through adoption of Resolution No. 16713. Unlike most of the City's professional services agreements, Agreement No. 2683 with Esgil Corporation has no term, and has continued in effect at the discretion of both parties subject to a 30-day cancellation notice.

In an effort to have multiple sources of building plan review services, on April 3, 2012, the City Manager approved a professional services agreement with RKA Consulting Group, Inc., (Agreement No. 6208), for an amount not to exceed \$24,000. Recently, on February 4, 2015, the City Council approved Amendment No. 1, to extend the term of the agreement through February 28, 2018.

Each of these agreements currently reflects compensation for building plan review services at 80% of the fees charged by the City, which is based on building valuation as discussed herein this report. To the extent that the City Council approves the Comprehensive Fee Schedule as part of its consideration of the 2015/16 fiscal year

budget, the fee schedule will incorporate a new methodology for charging building permit fees separate from building plan review fees, no longer based subjectively on building valuation. Staff is recommending that building plan review fees be identified on a specific schedule of fees, with fees associated with each building occupancy and construction type. As an example, for a custom single family residential home, under the current valuation-based fee schedule, assuming \$1,000,000 value, the building permit and plan review fees are shown in Table 2:

| Valuation | Building Permit | Plan Review Fee (65% of Permit) | Total Fees |
|-------------|-----------------|------------------------------------|-------------|
| \$1,000,000 | \$6,230.51 | \$4,049.83 | \$10,280.34 |

Table 2 – Fee Example (Current Fees)

Implementation of the new Comprehensive Fee Schedule will incorporate fixed fees for building permits and plan review fees. The building permit fee for a single family residential building is proposed as a fixed fee of \$1,105 for up to 1,200 square feet, plus \$101 per each additional 100 square feet. A separate building plan review fee is also established based on building size and type of construction. As an example, for the custom single family residential home with 6,500 square feet and Type 1B construction, the building permit and plan review fees are shown in Table 3:

| Building Type/Size | Building Permit | Plan Review Fee | Total Fees |
|--------------------|-----------------|-----------------|------------|
| R-3; 6,500 SF | \$6,458 | \$2,647 | \$9,105 |

Table 3 – Fee Example (New Fees)

In this example, total building fees are reduced approximately 13%, with the building plan review fee reduced approximately 35%.

In lieu of an amendment to the current agreement with Esgil Corporation dating back to 1989, staff is recommending that the City Council terminate the current agreement (Agreement No. 2683) and approve a new standard form professional services agreement with Esgil Corporation, implementing the new building plan review fee schedule, as well as a defined term of three years with two additional years to be extended at the City’s option. These terms are consistent with all other professional services agreements recently approved by the City Council. A copy of the proposed agreement with Esgil Corporation is included as **Attachment 1**.

Staff is recommending that the City Council approve Amendment No. 2 to the professional services agreement with RKA Consulting Group, Inc., to implement the new building plan review fee schedule, and to clarify the intent of the agreement is to establish a budget of \$24,000 annually through the term of the agreement which extends through February 2018. A copy of the proposed amendment to the agreement with RKA Group Consulting, Inc., is included as **Attachment 2**.

ENVIRONMENTAL IMPACT:

The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

Approval of the recommended actions will not result in any direct fiscal impact to the City; for all building plan review services, the on-call agreements are implemented on a pass-through basis, whereby the City collects building plan review fees from a developer sufficient to cover the fees to be paid to the consultant.

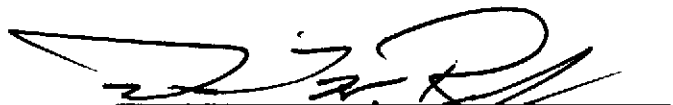
SUBMITTED:

Prepared by:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer

Approved by:



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. Esgil Corporation Agreement
2. RKA Consulting Group Amendment

ATTACHMENT 1

**CITY OF PALM SPRINGS
PROFESSIONAL SERVICES AGREEMENT
"ON-CALL" BUILDING PLAN REVIEW SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this ___ day of _____, 2015, by and between the **CITY OF PALM SPRINGS, a California charter city and municipal corporation**, (hereinafter referred to as "City") and **EsGil Corporation, a California corporation**, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a continuing need for As-Needed, "On-Call" Building Plan Review Services for a variety of future residential and commercial projects, (hereinafter the "Project").

B. Consultant has previously provided "On-Call" Building Plan Review Services for the City's Building & Safety Department, pursuant to the terms of Agreement No. 2683 approved March 15, 1989.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to continue providing such professional services pursuant to the terms of this Agreement, which shall supersede and replace Agreement No. 2683.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that this Agreement requires specialized skills and abilities and is consistent with this understanding, Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement, (2) the Scope of Services; and, (3) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Consultant's Proposal is attached as Exhibit "B" and is incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority

document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; (2nd) the provisions of the Scope of Services (Exhibit "A"); and, (3rd) the provisions of the Consultant's Proposal (Exhibit "B").

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable Cal/OSHA requirements.

1.4 Licenses, Permits, Fees and Assessments. Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Performance of Services. City Manager, as provided in Section 2.1 of this Agreement, shall have the right at any time during the term of this Agreement to order the performance of services as generally described in the Scope of Services to perform extra or additional work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No Work may be undertaken unless a written order is first given by the City Manager or the City Engineer to the Consultant, incorporating therein the identification and description of the Work to be performed, a maximum or not to exceed amount for such Work, and the time to perform the Work.

1.9 Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as

amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

2.0 COMPENSATION

2.1 Maximum Contract Amount. City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement will vary dependent upon the number, type, and extent of the services or work the Consultant shall provide; and no guarantee of the extent or the type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of projects requiring the Consultant's services has not been identified for this contract, City and Consultant hereby acknowledge and agree that a specific "Maximum Contract Sum" shall be imposed on each separate project that the City may assign Consultant as provided in Section 1.8 and in this Section 2.1. Each such separate project shall be identified as a Task Order or a Purchase Order authorized by the City Engineer or the City Manager as provided in this Section 2.1. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment for time and materials based upon the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "C", or (iii) such other methods as may be specified in the Schedule of Compensation. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense, and all other necessary expenditures required to perform the professional services under this Agreement. Compensation shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefore.

It is expressly agreed that the maximum contract amount of this Agreement is undefined, and is subject to the number and type of projects requiring the Consultant's services throughout the duration of the term of this Agreement, if any. Consultant shall be entitled to compensation in accordance with separate City authorized "Task Orders" (Purchase Orders) with corresponding Not-to-Exceed payment amounts established pursuant to the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "C". Consultant's compensation shall be limited to the amount identified on each separate, individually authorized Task Order corresponding to a project requiring the services of the Consultant.

By approval of this Agreement, the City Council hereby authorizes the subsequent approval of individual Task Orders (Purchase Orders) in those amounts sufficient to cover the cost of required professional services (pursuant to Exhibit "C"). The City Council authorizes the City Manager to approve Task Orders (Purchase Orders) for any amount in excess of \$25,000, insofar as the cost of the services authorized by any Task Order (Purchase Order) pursuant to this Agreement is encumbered from funds received as revenue for building permits.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "C"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Palm Springs City Council for each fiscal year covered by the Agreement. If such appropriations are not made, the City Manager may terminate this Agreement as provided in Section 8.3 of this Agreement; otherwise, there shall be no funding for any work or services and Consultant shall not be entitled to payment for any work or services that Consultant may provide.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance for each Task Order.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect for an initial term of three (3) years ending on June 30, 2018. At the sole discretion of the City Manager, upon written notice to Consultant and mutual agreement, the term of this Agreement may be extended for two (2) additional one (1) year terms.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Kurt Culver, CE, SE.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and

control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 **Types of Insurance.** Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named, ten (10) days' notice if cancellation is due to nonpayment of premium." Language such as, "endeavor to" mail*

and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's negligence, recklessness or willful misconduct in its performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 **Design Professional Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design professional services agreement" and Consultant is a "design professional" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials. Officers, employees, agents and volunteers.

B. Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

C. The Consultant shall require all non-design-profession sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In additions, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them,

and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or his designee, determines that Consultant is in default in

the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for

breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or

delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs
Attention: City Manager
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Consultant: EsGil Corporation
Attention: Kurt Culvert
9320 Chesapeake Drive, Suite 208
San Diego, CA, 92123
Telephone: (858) 560-1468
Facsimile: (858) 560-1576

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated herein.

"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONSULTANT NAME:

EsGil Corporation
9320 Chesapeake Drive, Suite 208
San Diego, CA, 92123

By _____
Signature (Notarized)

By _____
Signature (Notarized)

EXHIBIT "A"
SCOPE OF SERVICES

General Scope of Services for "On-Call" Building Plan Review Services – The Consultant shall provide first class as-needed coordination for all plan reviews of architectural, structural, mechanical, electrical, plumbing and other associated plans (collectively "Building Plans") submitted to the City's Building & Code Enforcement Department for permitting. The Consultant shall provide professional services that extend the complete range of technical disciplines, including architectural, structural engineering, electrical, plumbing, mechanical, residential, energy conservation (Title 24), disabled access, and green building requirements. All plans shall be reviewed and examined for compliance with the adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements mandated by State Title 24, and all applicable local code amendments.

END OF EXHIBIT "A"

EXHIBIT "B"
CONSULTANT'S PROPOSAL

CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE

EsGil Corporation

PREPARED FOR THE
CITY OF PALM SPRINGS

Proposal to Provide Plan Review Services



June 4, 2015

Submitted by:
Kurt Culver, President, P.E., S.E.

EsGil Corporation

Building Safety Plan Review Services

9320 Chesapeake Drive, Suite 208 • San Diego, California 92123
858.560.1468 • 800.983.7445 • www.esgil.com

EsGil Corporation

Building Safety Plan Review Services

June 4, 2015

Mr. Marcus L. Fuller, MPA, PE, PLS
Assistant City Manager / City Engineer
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Re: EsGil Corporation Proposal

Dear Mr. Fuller,

For over thirty-five years, EsGil Corporation has provided full-service plan reviews and inspections to city, county, and state agencies throughout the state of California, *including the City of Palm Springs*. By using our contract services, the City of Palm Springs has been able to provide thorough, timely, and cost-effective building plan reviews for the benefit of the City and its citizens. We currently have over twenty-six years of history serving the City of Palm Springs and have reviewed well over 6500 projects. During this time we have established an exceptional professional working relationship with the City staff, local designers, builders, and residents, in addition to becoming familiar with City ordinances, policies, and procedures. We believe that the qualifications of our organization and staff will be the best suited in your effort to continue maintaining high quality, professional building plan review services for your City.

If you have any questions, please contact me by phone at (858) 560-1468 or by e-mail at kculver@esgil.com. Thank you for considering EsGil Corporation.

Sincerely,
ESGIL CORPORATION



Kurt Culver
President

FIRM QUALIFICATIONS

Established since 1979, EsGil Corporation is a specialized firm that offers comprehensive and professional building plan review services exclusively to local government and state agencies. We have over 35 years of history serving California Building Departments and have been a valuable resource on many issues Building Officials have had to face.

At EsGil Corporation, we understand the Building Official's role. The two corporate founders of EsGil formerly served as Director and Deputy Director of the San Diego County Building Inspection Department. The corporation presently operates the full building inspection departments and also serves as the Building Official for the California cities of Del Mar, Encinitas, Lemon Grove, Poway, Santee, and Solana Beach. Responsibilities include providing on-site staff for the public counter, building inspection, and supervision, in addition to plan check in both the city offices and at our local office.

During our time in business, we've maintained a solid and reliable reputation throughout the Building and Safety community. We've created strong relationships with government agency staff, designers, and applicants, in addition to becoming familiar with ordinances, policies, and procedures for each client.

Our company experience includes building plan reviews for over 200 jurisdictions, with projects totaling a valuation in excess of 60 billion dollars. Past and current plan review projects include:

- High-Rise Buildings
- Residential Projects
- Tenant Improvements
- Remodels
- Regional Shopping Centers
- Sports Arenas / Stadiums
- Masonry
- Hotels
- Resorts
- Hospitals
- Detention Facilities
- Police Stations
- Fire Stations
- City Halls
- Libraries
- Schools
- Industrial Facilities
- Hazardous Occupancies
- Trash Recycling
- Seismic Upgrades
- Casinos

STAFF

EsGil is committed to providing excellent personnel able to work closely and efficiently with all City staff. We have been successful in our ability to attract, develop, and retain a quality workforce, readily available to serve our client jurisdictions.

Through EsGil Corporation, the City will have available a depth of exceptionally trained and qualified professionals from all engineering disciplines. Our diverse and experienced staff allows us to be adaptable, accommodating, and attentive.

Our plan review staff includes:

- licensed structural engineers
- licensed civil engineers
- licensed electrical engineers
- mechanical engineers
- certified building plans examiners
- certified fire plans examiners
- CASp plans examiners
- LEED certified plans examiners

All EsGil plan review engineers are International Code Council (ICC) Certified and are required to have previous experience working in government building departments.



Structural reviews are always performed by or under the supervision of one of our licensed structural engineers.

In addition to their ICC Certification, all of our plan review staff attends various training courses presented by such building organizations as ICC and California Building Officials (CALBO) with many of our staff members highly sought-after to lecture, teach, and mentor. We also provide in-house training and cross-training to staff on a regular basis.

Our involvement and support for our local building organizations is a priority for our company and our staff. Kurt Culver, President of EsGil Corporation, currently serves as a member of CALBO's Structural Safety Committee, and two other staff members have formerly served as President of the Structural Engineers Association of San Diego.

We are also active members of the following organizations:

- International Code Council (ICC)
- International Association of Plumbing and Mechanical Officials (IAPMO)
- International Association of Electrical Inspectors (IAEI)
- American Concrete Institute (ACI)
- California Building Officials (CALBO)
- County Building Officials (CBOAC)
- Structural Engineers Association (SEAOSD)
- Structural Safety Committee
- National Fire Sprinkler Association (NFSA)

As well as serving on numerous committees for these organizations, our staff is also involved with the California Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee, and the Leadership in Energy and Environmental Design (L.E.E.D) Green Building Council.

At EsGil, our staff can assist with reviewing all components of building plans including:

- | | |
|-----------------|--------------------------------|
| • Architectural | • Fire |
| • Structural | • Energy Conservation |
| • Electrical | • Disabled Access |
| • Plumbing | • Green Regulation Plan Review |
| • Mechanical | • Other Local Regulations |

Our highly credentialed full-time staff of plan review engineers, supervisors, and managers all work in our one office, located in San Diego, California. This allows us to maintain a high level of quality control, along with the ability to have supervisors immediately available to resolve any issues that may arise. Through EsGil Corporation, these services are accessible to our clients without limitation. EsGil managers are always available for designer questions and concerns, policy decisions, problem resolution, applicant appeals, quality control, and supervision. This level of expertise and experience would typically not

be affordable by an individual jurisdiction alone, but is available on an as-needed basis through EsGil.

PLAN REVIEW APPROACH

When plans are received at EsGil, they are reviewed for completeness of submittal, and then logged into our network tracking system. Our staff enters project information into our database within 24 hours of arrival. Target times and maximum completion dates are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines as listed in the contract.

During the review, all disciplines work as a team on each project. A supervisor oversees all reviews, consults with staff and City staff as needed, and performs spot checks for quality control. The assigned Plan Review Engineer coordinates his/her review with the other plan check disciplines to ensure good communication and coordination of listed deficiencies.

The reviewers first perform an overview of the project, and then use our copyrighted checklists to focus on the areas of concern. EsGil Corporation assures that corrections are communicated as quickly and as clearly as possible. All corrections are identified based on compliance with specified codes and regulations.

During the plan review process, our staff is prepared to meet with the applicant, designers, City employees or consultants. Telephone discussions or meetings are welcomed to ensure that any plan review issues are handled as efficiently as possible. Our process has been designed to not only be convenient for our client jurisdictions, but also highly convenient for the designers and permit applicants being served.

With clients outside of our city, county, and state limits, the success of our company relies on our ability to provide plan review services as efficiently as any local City consultant. We have an "800" toll-free number for the use of the jurisdiction, applicants, and designers.

Once a plan review has been completed, our administrative staff will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and client via e-mail, fax, or mail. Resubmitted plans can be submitted directly to the City, or may be e-mailed, shipped, or delivered directly to our office with approval from the jurisdiction. At completion the final plans will be sent back to the City of Palm Springs Building Department. Our administrative staff reviews all plans returned for completeness of forms, and tracks all fees for billing per the client's contract.

TIMELINES

During our thirty-five years in the business, we have always been able to meet our agreed-upon review times. We have a very thorough tracking system and always stay apprised of the workload of our staff and the complexity of each project to ensure our contractual turnaround times are achieved. The following is a list of our proposed turnaround times for each type of job assigned:

**PROPOSED TURNAROUND TIMES:
(business days)**

| TYPE OF PROJECT | INITIAL REVIEW | RECHECK |
|-------------------------|-----------------------|----------------|
| Single Family Dwellings | 5-7 days | 5 days |
| Apartments | 10 days | 5 days |
| Tenant Improvements | 5-7 days | 5 days |
| Commercial/Industrial | 10-15 days | 5 days |
| Plan Changes | 5 days | 5 days |

Accelerated / "Fast Track" plan reviews can be performed on overtime, in half of the normal turnaround times or as requested by the Building Official.

REFERENCES

References are available upon request. We encourage you to contact any of our clients to evaluate our professional quality and public relations.

FEES

Fees will be assessed per **Exhibit "C"** of the professional services agreement.

This fee includes:

- Preliminary consultation by phone, fax, mail or meeting in EsGil's office.
- Typed lists of code deficiencies for all initial reviews and rechecks.
- All required rechecks of corrections.
- All liaisons with UCSD staff on discretionary items and appeals.
- All overtime necessary to meet agreed service times.
- Telephone recheck conference or in person recheck conferences with plan review staff
- Arrangement for delivery of plans to jurisdiction.

Proposed revisions to plans or deferred submittals after completion of plan review will be reviewed at our preferred hourly rates as listed below:

EsGil Corporation Hourly Rates

| | |
|---------------------------------|----------|
| Supervising Structural Engineer | \$135.00 |
| Structural Engineer | \$120.00 |
| CASp / LEED Plans Examiner | \$120.00 |
| Civil Engineer | \$105.00 |
| Electrical Engineer | \$105.00 |
| Mechanical Engineer | \$105.00 |
| I.C.C. Plans Examiner | \$90.00 |

EXHIBIT "C"
SCHEDULE OF COMPENSATION

CONSULTANT'S SCHEDULE OF FEES FOLLOWS THIS PAGE

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|--|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| A-1 | Assembly—Fixed Seating Theater, Concert Hall | 1,500 | \$1,100 | 43.73 | \$1,000 | 39.03 | \$1,000 | 35.18 |
| | | 7,500 | \$3,724 | 32.59 | \$3,342 | 27.52 | \$3,111 | 24.44 |
| | | 15,000 | \$6,168 | 32.59 | \$5,406 | 27.52 | \$4,944 | 24.43 |
| | | 30,000 | \$11,057 | 32.59 | \$9,534 | 27.52 | \$8,608 | 24.43 |
| | | 75,000 | \$25,726 | 32.59 | \$21,917 | 27.52 | \$19,602 | 24.43 |
| | | 150,000 | \$50,173 | 30.00 | \$42,556 | 25.00 | \$37,925 | 22.00 |
| A-2 | Assembly—Food & Drink Restaurant, Night Club, Bar | 1,000 | \$1,000 | 39.28 | \$900 | 33.75 | \$900 | 29.43 |
| | | 5,000 | \$2,571 | 30.50 | \$2,250 | 28.40 | \$2,077 | 27.24 |
| | | 10,000 | \$4,096 | 28.17 | \$3,670 | 23.92 | \$3,439 | 21.59 |
| | | 20,000 | \$6,913 | 28.17 | \$6,062 | 23.92 | \$5,598 | 21.59 |
| | | 50,000 | \$15,365 | 28.17 | \$13,236 | 23.91 | \$12,075 | 21.59 |
| | | 100,000 | \$29,452 | 26.00 | \$25,193 | 21.00 | \$22,869 | 19.00 |
| A-3 | Assembly—Worship, Amusement Arcade, Church, Community Hall | 1,200 | \$1,100 | 44.88 | \$1,000 | 40.40 | \$1,000 | 35.25 |
| | | 6,000 | \$3,254 | 32.92 | \$2,939 | 27.68 | \$2,692 | 26.02 |
| | | 12,000 | \$5,229 | 32.92 | \$4,600 | 27.68 | \$4,253 | 24.81 |
| | | 24,000 | \$9,180 | 32.92 | \$7,922 | 27.68 | \$7,231 | 24.80 |
| | | 60,000 | \$21,033 | 32.92 | \$17,888 | 27.68 | \$16,160 | 24.80 |
| | | 120,000 | \$40,787 | 30.00 | \$34,497 | 25.00 | \$31,041 | 22.00 |
| A-4 | Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court | 500 | \$900 | 39.10 | \$800 | 31.70 | \$800 | 25.30 |
| | | 2,500 | \$1,682 | 49.40 | \$1,434 | 42.52 | \$1,306 | 38.84 |
| | | 5,000 | \$2,917 | 32.76 | \$2,497 | 30.02 | \$2,277 | 28.58 |
| | | 10,000 | \$4,555 | 32.76 | \$3,998 | 27.18 | \$3,706 | 24.26 |
| | | 25,000 | \$9,469 | 32.75 | \$8,076 | 27.19 | \$7,346 | 24.26 |
| | | 50,000 | \$17,657 | 30.00 | \$14,874 | 25.00 | \$13,413 | 22.00 |
| A | A Occupancy Tenant Improvements | 1,000 | \$800 | 7.63 | \$800 | 7.63 | \$800 | 7.63 |
| | | 5,000 | \$1,105 | 16.62 | \$1,105 | 16.62 | \$1,105 | 16.62 |
| | | 10,000 | \$1,936 | 13.18 | \$1,936 | 13.18 | \$1,936 | 13.18 |
| | | 20,000 | \$3,254 | 9.88 | \$3,254 | 9.88 | \$3,254 | 9.88 |
| | | 50,000 | \$6,217 | 9.87 | \$6,217 | 9.87 | \$6,217 | 9.87 |
| | | 100,000 | \$11,154 | 9.00 | \$11,154 | 9.00 | \$11,154 | 9.00 |
| B | Business—Bank | 400 | \$750 | 30.18 | \$700 | 21.31 | \$700 | 14.56 |
| | | 2,000 | \$1,233 | 46.15 | \$1,041 | 39.45 | \$933 | 35.40 |
| | | 4,000 | \$2,156 | 34.72 | \$1,830 | 32.07 | \$1,641 | 30.10 |
| | | 8,000 | \$3,545 | 28.34 | \$3,113 | 22.93 | \$2,845 | 20.07 |
| | | 20,000 | \$6,946 | 28.34 | \$5,865 | 22.93 | \$5,254 | 19.87 |
| | | 40,000 | \$12,614 | 27.50 | \$10,451 | 22.00 | \$9,228 | 19.00 |
| B | Business—Professional Office | 1,000 | \$900 | 42.07 | \$800 | 34.40 | \$800 | 28.65 |
| | | 5,000 | \$2,583 | 30.58 | \$2,176 | 27.92 | \$1,946 | 26.42 |
| | | 10,000 | \$4,112 | 28.34 | \$3,572 | 22.93 | \$3,267 | 19.87 |
| | | 20,000 | \$6,946 | 28.33 | \$5,865 | 22.93 | \$5,254 | 19.87 |
| | | 50,000 | \$15,447 | 28.33 | \$12,745 | 22.93 | \$11,215 | 19.87 |
| | | 100,000 | \$29,616 | 27.50 | \$24,211 | 22.00 | \$21,151 | 19.00 |
| B | Business—High Rise Office | 20,000 | \$6,946 | 28.33 | | | | |
| | | 100,000 | \$29,616 | 28.33 | | | | |
| | | 200,000 | \$57,953 | 28.33 | | | | |
| | | 400,000 | \$114,628 | 28.33 | | | | |
| | | 1,000,000 | \$284,653 | 28.33 | | | | |
| | | 2,000,000 | \$568,027 | 27.50 | | | | |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|---|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| B | B Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |
| E | Educational—Group Occupancy 6+ persons, up to the 12th Grade | 1,000 | \$900 | 46.10 | \$850 | 37.15 | \$850 | 31.72 |
| | | 5,000 | \$2,744 | 31.62 | \$2,336 | 28.98 | \$2,119 | 27.54 |
| | | 10,000 | \$4,325 | 30.47 | \$3,785 | 25.06 | \$3,496 | 22.17 |
| | | 20,000 | \$7,372 | 30.46 | \$6,291 | 25.06 | \$5,713 | 22.17 |
| | | 50,000 | \$16,512 | 30.46 | \$13,809 | 25.06 | \$12,365 | 22.11 |
| | | 100,000 | \$31,745 | 29.50 | \$26,340 | 24.50 | \$23,449 | 21.50 |
| E | E Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |
| F-1 | Factory Industrial—Moderate Hazard | 4,000 | \$1,437 | 20.30 | \$1,157 | 17.13 | \$977 | 15.06 |
| | | 20,000 | \$4,686 | 17.03 | \$3,899 | 13.10 | \$3,388 | 10.55 |
| | | 40,000 | \$8,093 | 17.03 | \$6,520 | 13.10 | \$5,498 | 10.55 |
| | | 80,000 | \$14,907 | 17.03 | \$11,762 | 13.10 | \$9,717 | 10.55 |
| | | 200,000 | \$35,348 | 17.03 | \$27,487 | 13.10 | \$22,373 | 10.55 |
| | | 400,000 | \$69,419 | 16.00 | \$53,695 | 12.50 | \$43,467 | 9.50 |
| F-2 | Factory Industrial—Low Hazard | 3,000 | \$1,125 | 22.36 | \$916 | 19.20 | \$782 | 16.78 |
| | | 15,000 | \$3,809 | 16.87 | \$3,220 | 12.94 | \$2,796 | 10.65 |
| | | 30,000 | \$6,340 | 16.87 | \$5,161 | 12.94 | \$4,394 | 10.38 |
| | | 60,000 | \$11,401 | 16.87 | \$9,043 | 12.94 | \$7,510 | 10.38 |
| | | 150,000 | \$26,586 | 16.87 | \$20,689 | 12.94 | \$16,854 | 10.38 |
| | | 300,000 | \$51,893 | 15.60 | \$40,099 | 12.00 | \$32,428 | 9.50 |
| H-1 | High Hazard Group H-1 Pose a detonation hazard | 1,000 | \$900 | 18.80 | \$800 | 12.57 | \$800 | 8.65 |
| | | 5,000 | \$1,652 | 24.30 | \$1,303 | 19.42 | \$1,146 | 17.18 |
| | | 10,000 | \$2,867 | 16.22 | \$2,274 | 14.29 | \$2,005 | 13.39 |
| | | 20,000 | \$4,489 | 16.05 | \$3,703 | 12.12 | \$3,344 | 10.32 |
| | | 50,000 | \$9,305 | 16.05 | \$7,339 | 12.12 | \$6,440 | 10.32 |
| | | 100,000 | \$17,331 | 15.00 | \$13,400 | 11.25 | \$11,601 | 9.25 |
| H-2 | High Hazard Group | 2,000 | \$1,000 | 23.33 | \$900 | 17.17 | \$900 | 12.17 |
| H-3 | | 10,000 | \$2,867 | 16.22 | \$2,274 | 14.29 | \$1,874 | 12.96 |
| H-4 | | 20,000 | \$4,489 | 16.05 | \$3,703 | 12.12 | \$3,170 | 9.45 |
| | | 40,000 | \$7,700 | 16.05 | \$6,127 | 12.12 | \$5,061 | 9.45 |
| | | 100,000 | \$17,331 | 16.05 | \$13,400 | 12.12 | \$10,731 | 9.45 |
| | | 200,000 | \$33,383 | 15.00 | \$25,521 | 11.00 | \$20,184 | 8.25 |
| H-5 | High Hazard Group H-5 | 1,000 | \$900 | 42.07 | \$800 | 34.40 | \$800 | 28.65 |
| | | 5,000 | \$2,583 | 30.58 | \$2,176 | 27.92 | \$1,946 | 26.42 |
| | | 10,000 | \$4,112 | 28.34 | \$3,572 | 22.93 | \$3,267 | 19.87 |
| | | 20,000 | \$6,946 | 28.33 | \$5,865 | 22.93 | \$5,254 | 19.87 |
| | | 50,000 | \$15,447 | 28.33 | \$12,745 | 22.93 | \$11,215 | 19.87 |
| | | 100,000 | \$29,616 | 27.00 | \$24,211 | 21.50 | \$21,151 | 18.50 |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|---------------------------------|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| I-1 | Institutional | 2,000 | \$1,233 | 35.98 | \$1,058 | 32.03 | \$965 | 29.87 |
| | | 10,000 | \$4,112 | 28.34 | \$3,621 | 23.42 | \$3,355 | 20.76 |
| | | 20,000 | \$6,946 | 28.34 | \$5,963 | 23.42 | \$5,431 | 20.75 |
| | | 40,000 | \$12,614 | 28.33 | \$10,648 | 23.42 | \$9,582 | 20.76 |
| | | 100,000 | \$29,616 | 28.33 | \$24,702 | 23.42 | \$22,035 | 20.75 |
| | | 200,000 | \$57,953 | 27.00 | \$48,125 | 22.00 | \$42,792 | 19.75 |
| I-2 | Institutional | 2,000 | \$1,914 | 52.87 | \$1,770 | 48.72 | \$1,679 | 46.00 |
| | | 10,000 | \$6,143 | 48.65 | \$5,668 | 43.90 | \$5,359 | 40.80 |
| | | 20,000 | \$11,008 | 48.65 | \$10,058 | 43.90 | \$9,439 | 40.80 |
| | | 40,000 | \$20,738 | 48.64 | \$18,838 | 43.89 | \$17,600 | 40.80 |
| | | 100,000 | \$49,927 | 48.64 | \$45,176 | 43.89 | \$42,079 | 40.80 |
| | | 200,000 | \$98,576 | 47.50 | \$89,075 | 42.50 | \$82,880 | 39.00 |
| I-3 | Institutional | 2,000 | \$1,385 | 39.41 | \$1,192 | 35.08 | \$1,076 | 32.38 |
| | | 10,000 | \$4,538 | 32.60 | \$3,998 | 27.19 | \$3,667 | 23.88 |
| | | 20,000 | \$7,798 | 32.59 | \$6,717 | 27.19 | \$6,055 | 23.88 |
| | | 40,000 | \$14,317 | 32.59 | \$12,155 | 27.19 | \$10,831 | 23.88 |
| | | 100,000 | \$33,875 | 32.59 | \$28,469 | 27.19 | \$25,161 | 23.88 |
| | | 200,000 | \$66,471 | 31.50 | \$55,661 | 26.00 | \$49,042 | 22.75 |
| I-4 | Institutional | 1,000 | \$850 | 43.02 | \$800 | 35.32 | \$800 | 30.32 |
| | | 5,000 | \$2,571 | 30.50 | \$2,213 | 28.16 | \$2,013 | 26.86 |
| | | 10,000 | \$4,096 | 28.17 | \$3,621 | 23.42 | \$3,356 | 20.75 |
| | | 20,000 | \$6,913 | 28.17 | \$5,963 | 23.42 | \$5,431 | 20.75 |
| | | 50,000 | \$15,365 | 28.17 | \$12,990 | 23.42 | \$11,657 | 20.75 |
| | | 100,000 | \$29,452 | 27.00 | \$24,702 | 22.50 | \$22,035 | 19.75 |
| M | Mercantile | 1,000 | \$750 | 31.92 | \$700 | 25.47 | \$700 | 20.40 |
| | | 5,000 | \$2,027 | 26.96 | \$1,719 | 24.94 | \$1,516 | 22.34 |
| | | 10,000 | \$3,375 | 20.97 | \$2,966 | 16.87 | \$2,633 | 15.43 |
| | | 20,000 | \$5,472 | 20.96 | \$4,653 | 16.87 | \$4,176 | 14.49 |
| | | 50,000 | \$11,762 | 20.96 | \$9,714 | 16.87 | \$8,523 | 14.48 |
| | | 100,000 | \$22,245 | 19.75 | \$18,150 | 15.75 | \$15,767 | 13.50 |
| M | M Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|---|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| R-1 | Residential—Transient Boarding Houses, Hotels, Motels | 2,000 | \$1,239 | 36.12 | \$1,070 | 32.30 | \$974 | 30.10 |
| | | 10,000 | \$4,129 | 28.50 | \$3,654 | 23.75 | \$3,382 | 21.03 |
| | | 20,000 | \$6,979 | 28.50 | \$6,029 | 23.75 | \$5,485 | 21.02 |
| | | 40,000 | \$12,679 | 28.50 | \$10,779 | 23.75 | \$9,690 | 21.02 |
| | | 100,000 | \$29,780 | 28.50 | \$25,030 | 23.75 | \$22,304 | 21.02 |
| | | 200,000 | \$58,281 | 27.50 | \$48,781 | 22.50 | \$43,329 | 20.00 |
| R-2 | Residential—Permanent, 2+ Dwellings Apartment, Dormitory, Timeshare | 1,500 | \$860 | 36.68 | \$750 | 31.08 | \$700 | 26.73 |
| | | 7,500 | \$3,061 | 23.73 | \$2,615 | 20.50 | \$2,304 | 19.16 |
| | | 15,000 | \$4,841 | 23.75 | \$4,153 | 19.16 | \$3,741 | 16.40 |
| | | 30,000 | \$8,404 | 23.75 | \$7,028 | 19.16 | \$6,202 | 16.40 |
| | | 75,000 | \$19,092 | 23.75 | \$15,652 | 19.16 | \$13,586 | 16.40 |
| | | 150,000 | \$36,905 | 22.75 | \$30,025 | 18.25 | \$25,893 | 15.50 |
| R-3 | Dwellings—Custom Homes | 1,500 | \$1,100 | 12.40 | \$1,000 | 13.70 | \$900 | 12.90 |
| | | 2,500 | \$1,224 | 39.90 | \$1,137 | 36.40 | \$1,029 | 32.30 |
| | | 3,500 | \$1,623 | 34.80 | \$1,501 | 33.60 | \$1,352 | 32.10 |
| | | 4,500 | \$1,971 | 33.80 | \$1,837 | 30.90 | \$1,673 | 27.25 |
| | | 6,500 | \$2,647 | 25.02 | \$2,455 | 24.88 | \$2,218 | 24.77 |
| | | 10,000 | \$3,523 | 23.00 | \$3,326 | 22.00 | \$3,085 | 22.00 |
| R-3 | Dwellings—Models, First Master Plan | 1,500 | \$1,100 | 12.40 | \$1,000 | 13.70 | \$900 | 12.90 |
| | | 2,500 | \$1,224 | 39.90 | \$1,137 | 36.40 | \$1,029 | 32.30 |
| | | 3,500 | \$1,623 | 34.80 | \$1,501 | 33.60 | \$1,352 | 32.10 |
| | | 4,500 | \$1,971 | 33.80 | \$1,837 | 30.90 | \$1,673 | 27.25 |
| | | 6,500 | \$2,647 | 25.02 | \$2,455 | 24.88 | \$2,218 | 24.77 |
| | | 10,000 | \$3,523 | 23.00 | \$3,326 | 22.00 | \$3,085 | 22.00 |
| R-3 | Dwellings—Production Phase of Master Plan (repeats) | 1,500 | \$136 | 6.20 | \$136 | 6.20 | \$136 | 6.20 |
| | | 2,500 | \$198 | 6.20 | \$198 | 6.20 | \$198 | 6.20 |
| | | 3,500 | \$260 | 6.20 | \$260 | 6.20 | \$260 | 6.20 |
| | | 4,500 | \$322 | 5.20 | \$322 | 5.20 | \$322 | 5.20 |
| | | 6,500 | \$426 | 4.77 | \$426 | 4.77 | \$426 | 4.77 |
| | | 10,000 | \$593 | 4.50 | \$593 | 4.50 | \$593 | 4.50 |
| R-4 | Residential—Assisted Living (6-16 persons) | 1,500 | \$977 | 40.25 | \$852 | 36.40 | \$782 | 33.56 |
| | | 7,500 | \$3,392 | 28.17 | \$3,036 | 23.41 | \$2,796 | 21.28 |
| | | 15,000 | \$5,505 | 28.17 | \$4,792 | 23.42 | \$4,392 | 20.76 |
| | | 30,000 | \$9,731 | 28.17 | \$8,306 | 23.42 | \$7,506 | 20.75 |
| | | 75,000 | \$22,409 | 28.17 | \$18,846 | 23.42 | \$16,846 | 20.75 |
| | | 150,000 | \$43,539 | 27.25 | \$36,414 | 22.50 | \$32,414 | 19.75 |
| R | R Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |
| S-1 | Storage—Moderate Hazard | 1,000 | \$650 | 24.70 | \$600 | 17.20 | \$600 | 11.32 |
| | | 5,000 | \$1,638 | 24.10 | \$1,288 | 19.24 | \$1,053 | 15.94 |
| | | 10,000 | \$2,843 | 16.13 | \$2,250 | 14.20 | \$1,850 | 12.88 |
| | | 20,000 | \$4,456 | 15.89 | \$3,670 | 11.95 | \$3,138 | 9.28 |
| | | 50,000 | \$9,223 | 15.88 | \$7,257 | 11.95 | \$5,924 | 9.28 |
| | | 100,000 | \$17,167 | 14.75 | \$13,236 | 11.00 | \$10,568 | 8.50 |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|------------------------|-------------------------------------|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| S-2 | Storage—Low Hazard | 500 | \$450 | 23.70 | \$400 | 17.50 | \$400 | 11.65 |
| | | 2,500 | \$924 | 27.96 | \$750 | 20.96 | \$633 | 16.20 |
| | | 5,000 | \$1,623 | 23.90 | \$1,274 | 19.02 | \$1,038 | 15.74 |
| | | 10,000 | \$2,818 | 15.94 | \$2,225 | 13.34 | \$1,825 | 11.56 |
| | | 25,000 | \$5,210 | 15.72 | \$4,227 | 11.79 | \$3,560 | 9.12 |
| | | 50,000 | \$9,141 | 14.75 | \$7,175 | 10.75 | \$5,842 | 8.25 |
| U | Accessory | 200 | \$250 | 25.00 | \$250 | 25.00 | \$250 | 25.00 |
| | | 1,000 | \$450 | 19.50 | \$450 | 10.00 | \$450 | 10.00 |
| | | 2,000 | \$645 | 20.95 | \$550 | 15.25 | \$550 | 8.55 |
| | | 4,000 | \$1,064 | 19.35 | \$855 | 15.41 | \$721 | 12.36 |
| | | 10,000 | \$2,225 | 14.12 | \$1,780 | 12.68 | \$1,463 | 10.83 |
| | | 20,000 | \$3,637 | 13.25 | \$3,048 | 11.75 | \$2,546 | 10.00 |
| R-3 | Residential Room Addition | 50 | \$190 | 59.00 | \$180 | 61.50 | \$180 | 51.00 |
| | | 250 | \$308 | 67.60 | \$303 | 62.40 | \$282 | 63.20 |
| | | 500 | \$477 | 52.80 | \$459 | 50.60 | \$440 | 49.20 |
| | | 1,000 | \$741 | 51.67 | \$712 | 48.73 | \$686 | 46.00 |
| | | 2,500 | \$1,516 | 44.68 | \$1,443 | 42.64 | \$1,376 | 40.88 |
| | | 5,000 | \$2,633 | 42.00 | \$2,509 | 40.00 | \$2,398 | 38.00 |
| SHELL BUILDINGS | | | | | | | | |
| A-2 | Shell: Assembly—Food & Drink | 1,000 | \$950 | 29.90 | \$900 | 24.72 | \$900 | 21.27 |
| | | 5,000 | \$2,146 | 27.72 | \$1,889 | 26.06 | \$1,751 | 25.12 |
| | | 10,000 | \$3,532 | 22.54 | \$3,192 | 19.13 | \$3,007 | 17.26 |
| | | 20,000 | \$5,786 | 22.54 | \$5,105 | 19.13 | \$4,733 | 17.27 |
| | | 50,000 | \$12,548 | 22.53 | \$10,844 | 19.13 | \$9,916 | 17.27 |
| | | 100,000 | \$23,817 | 21.50 | \$20,410 | 18.25 | \$18,551 | 16.25 |
| B | Shell: Business—Professional Office | 1,000 | \$950 | 30.15 | \$900 | 23.25 | \$900 | 18.52 |
| | | 5,000 | \$2,156 | 27.80 | \$1,830 | 25.66 | \$1,641 | 24.08 |
| | | 10,000 | \$3,546 | 22.67 | \$3,113 | 18.35 | \$2,845 | 16.15 |
| | | 20,000 | \$5,813 | 22.67 | \$4,948 | 18.34 | \$4,460 | 15.89 |
| | | 50,000 | \$12,614 | 22.66 | \$10,451 | 18.34 | \$9,228 | 15.89 |
| | | 100,000 | \$23,948 | 21.50 | \$19,624 | 17.25 | \$17,177 | 14.75 |
| M | Shell: Mercantile | 1,000 | \$750 | 24.02 | \$700 | 18.12 | \$700 | 13.90 |
| | | 5,000 | \$1,711 | 24.90 | \$1,425 | 21.14 | \$1,256 | 18.78 |
| | | 10,000 | \$2,956 | 16.77 | \$2,482 | 14.96 | \$2,195 | 14.03 |
| | | 20,000 | \$4,633 | 16.77 | \$3,978 | 13.49 | \$3,598 | 11.58 |
| | | 50,000 | \$9,665 | 16.77 | \$8,027 | 13.49 | \$7,074 | 11.59 |
| | | 100,000 | \$18,052 | 15.50 | \$14,776 | 12.50 | \$12,869 | 10.50 |

Note 1

* Each additional 100 square feet, or portion thereof, up to the next highest project size threshold.

Palm Springs Plan Review Fees

Building - Miscellaneous Items

| Item | Fee |
|---|-----------------|
| Miscellaneous | |
| Arbor/Trellis | \$200.00 |
| Awning/Canopy (supported by building) | \$200.00 |
| Balcony addition | \$200.00 |
| Carport | \$200.00 |
| Deck (wood) | \$200.00 |
| Fireplace | \$150.00 |
| Foundation | |
| Foundation Repair | \$200.00 |
| Patio Cover | |
| Wood frame | \$200.00 |
| Metal frame | \$200.00 |
| Other frame | \$200.00 |
| Enclosed, wood frame | \$225.00 |
| Enclosed, metal frame | \$225.00 |
| Enclosed, other frame | \$225.00 |
| Photovoltaic System | |
| Residential | \$175.00 |
| Commercial, up to 4 kilowatts (Note 1) | \$250.00 |
| Commercial, each additional 1 kilowatt | \$50.00 |
| Remodel - Residential | |
| Less than 300 sf | \$150.00 |
| Kitchen | \$150.00 |
| Bath | \$150.00 |
| Retaining Wall (concrete or masonry) | |
| Standard (up to 50 lf) | \$150.00 |
| Additional retaining wall | \$50 per 50' |
| Storage Racks | |
| 0-8' high (up to 100 lf) | \$150.00 |
| each additional 100 lf | \$50.00 |
| over 8' high (up to 100 lf) | \$200.00 |
| each additional 100 lf | \$50.00 |
| Swimming Pool/Spa | |
| Gunite (up to 800 sf) | \$300.00 |
| Additional pool (over 800 sf) | \$100.00 |
| Spa or Hot Tub (Pre-fabricated) | \$200.00 |

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The services provided hereunder this Agreement shall occur on an as-needed "on-call" basis, pursuant to separate individual Task Orders or Purchase Orders. Consultant shall receive, review and return Building Plans following technical review in accordance with the following schedule:

| TYPE OF PROJECT | INITIAL REVIEW | RECHECK |
|-------------------------|-----------------------|----------------|
| Single Family Dwellings | 5-7 days | 5 days |
| Apartments | 10 days | 5 days |
| Tenant Improvements | 5-7 days | 5 days |
| Commercial/Industrial | 10-15 days | 5 days |
| Plan Changes | 5 days | 5 days |

Accelerated / "Fast Track" plan reviews can be performed on overtime, in half of the normal turnaround times or as requested by the Building Official.

END OF EXHIBIT "D"

ATTACHMENT 2

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
RKA Consulting Group, Inc.

THIS SECOND AMENDMENT to the Professional Services Agreement No. A6208 with RKA Consulting Group, Inc., is made and entered into to be effective on the 17th day of June, 2015, by and between the **City of Palm Springs, a California carter city and municipal corporation**, (hereinafter referred to as the “**City**”), and **RKA Consulting Group, Inc., a California corporation**, (hereinafter referred to as “**Consultant**”), collectively, the “**Parties**”.

RECITALS

A. City and Consultant previously entered into a professional services agreement for Building Plan Review Services, which was made and entered into on February 20, 2012, (the “**Agreement**”) through February 28, 2013

B. On February 4, 2014, Amendment No. 1 was approved amending Section 4.4 of the Agreement, thereby extending the term to February 28, 2018.

C. Section 3.3 of the Agreement provides that the terms of compensation for this Agreement may be changed or modified by mutual written agreement of the Parties.

D. City and Consultant desire to amend the Agreement by replacing Exhibit “A” with a new schedule of fees, and to increase the maximum compensation.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Section 3.1 “**Compensation of Consultant**” is hereby revised to reflect an annual not to exceed compensation of up to \$24,000 annually during the extended term of the Agreement, February 28, 2015, through February 28, 2018. Accordingly, Section 3.1 is revised to read:

Consultant shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit “A”. The total amount of Compensation shall not exceed \$24,000 annually during the term of this Agreement.

2. Exhibit "A": CONSULTANT'S SCOPE OF SERVICES / WORK. Exhibit "A" is hereby revised to delete the "Compensation" section of Exhibit "A" and to replace with the attached fee schedule identified on Exhibit "A" attached hereto. All other provisions of Exhibit "A" shall remain in full force and effect.

3. Full Force and Effect. All terms, conditions, and provisions of the Agreement, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

4. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date stated above.

"CITY"
CITY OF PALM SPRINGS

"CONSULTANT"
RKA Consulting Group, Inc.

By _____
David H. Ready, City Manager

By _____
Signature

ATTEST:

Name/Title

By _____
James Thompson, City Clerk

By _____
Signature

APPROVED AS TO FORM:

Name/Title

By _____
Douglas Holland, City Attorney

EXHIBIT "A"

"Compensation" shall be revised to reflect the following Schedule of Fees, attached hereto. Compensation for revisions and rechecks reviewed after the second submittal shall continue to be charged at the following hourly rates:

| | |
|-----------------|----------|
| Supervisor S.E. | \$123.00 |
| S.E. | \$100.00 |
| Engineer | \$ 96.00 |
| Plans Examiner | \$ 82 |

The Schedule of Fees follows this page.

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|--|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| A-1 | Assembly—Fixed Seating Theater, Concert Hall | 1,500 | \$1,100 | 43.73 | \$1,000 | 39.03 | \$1,000 | 35.18 |
| | | 7,500 | \$3,724 | 32.59 | \$3,342 | 27.52 | \$3,111 | 24.44 |
| | | 15,000 | \$6,168 | 32.59 | \$5,406 | 27.52 | \$4,944 | 24.43 |
| | | 30,000 | \$11,057 | 32.59 | \$9,534 | 27.52 | \$8,608 | 24.43 |
| | | 75,000 | \$25,726 | 32.59 | \$21,917 | 27.52 | \$19,602 | 24.43 |
| | | 150,000 | \$50,173 | 30.00 | \$42,556 | 25.00 | \$37,925 | 22.00 |
| A-2 | Assembly—Food & Drink Restaurant, Night Club, Bar | 1,000 | \$1,000 | 39.28 | \$900 | 33.75 | \$900 | 29.43 |
| | | 5,000 | \$2,571 | 30.50 | \$2,250 | 28.40 | \$2,077 | 27.24 |
| | | 10,000 | \$4,096 | 28.17 | \$3,670 | 23.92 | \$3,439 | 21.59 |
| | | 20,000 | \$6,913 | 28.17 | \$6,062 | 23.92 | \$5,598 | 21.59 |
| | | 50,000 | \$15,365 | 28.17 | \$13,236 | 23.91 | \$12,075 | 21.59 |
| | | 100,000 | \$29,452 | 26.00 | \$25,193 | 21.00 | \$22,869 | 19.00 |
| A-3 | Assembly—Worship, Amusement Arcade, Church, Community Hall | 1,200 | \$1,100 | 44.88 | \$1,000 | 40.40 | \$1,000 | 35.25 |
| | | 6,000 | \$3,254 | 32.92 | \$2,939 | 27.68 | \$2,692 | 26.02 |
| | | 12,000 | \$5,229 | 32.92 | \$4,600 | 27.68 | \$4,253 | 24.81 |
| | | 24,000 | \$9,180 | 32.92 | \$7,922 | 27.68 | \$7,231 | 24.80 |
| | | 60,000 | \$21,033 | 32.92 | \$17,888 | 27.68 | \$16,160 | 24.80 |
| | | 120,000 | \$40,787 | 30.00 | \$34,497 | 25.00 | \$31,041 | 22.00 |
| A-4 | Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court | 500 | \$900 | 39.10 | \$800 | 31.70 | \$800 | 25.30 |
| | | 2,500 | \$1,682 | 49.40 | \$1,434 | 42.52 | \$1,306 | 38.84 |
| | | 5,000 | \$2,917 | 32.76 | \$2,497 | 30.02 | \$2,277 | 28.58 |
| | | 10,000 | \$4,555 | 32.76 | \$3,998 | 27.18 | \$3,706 | 24.26 |
| | | 25,000 | \$9,469 | 32.75 | \$8,076 | 27.19 | \$7,346 | 24.26 |
| | | 50,000 | \$17,657 | 30.00 | \$14,874 | 25.00 | \$13,413 | 22.00 |
| A | A Occupancy Tenant Improvements | 1,000 | \$800 | 7.63 | \$800 | 7.63 | \$800 | 7.63 |
| | | 5,000 | \$1,105 | 16.62 | \$1,105 | 16.62 | \$1,105 | 16.62 |
| | | 10,000 | \$1,936 | 13.18 | \$1,936 | 13.18 | \$1,936 | 13.18 |
| | | 20,000 | \$3,254 | 9.88 | \$3,254 | 9.88 | \$3,254 | 9.88 |
| | | 50,000 | \$6,217 | 9.87 | \$6,217 | 9.87 | \$6,217 | 9.87 |
| | | 100,000 | \$11,154 | 9.00 | \$11,154 | 9.00 | \$11,154 | 9.00 |
| B | Business—Bank | 400 | \$750 | 30.18 | \$700 | 21.31 | \$700 | 14.56 |
| | | 2,000 | \$1,233 | 46.15 | \$1,041 | 39.45 | \$933 | 35.40 |
| | | 4,000 | \$2,156 | 34.72 | \$1,830 | 32.07 | \$1,641 | 30.10 |
| | | 8,000 | \$3,545 | 28.34 | \$3,113 | 22.93 | \$2,845 | 20.07 |
| | | 20,000 | \$6,946 | 28.34 | \$5,865 | 22.93 | \$5,254 | 19.87 |
| | | 40,000 | \$12,614 | 27.50 | \$10,451 | 22.00 | \$9,228 | 19.00 |
| B | Business—Professional Office | 1,000 | \$900 | 42.07 | \$800 | 34.40 | \$800 | 28.65 |
| | | 5,000 | \$2,583 | 30.58 | \$2,176 | 27.92 | \$1,946 | 26.42 |
| | | 10,000 | \$4,112 | 28.34 | \$3,572 | 22.93 | \$3,267 | 19.87 |
| | | 20,000 | \$6,946 | 28.33 | \$5,865 | 22.93 | \$5,254 | 19.87 |
| | | 50,000 | \$15,447 | 28.33 | \$12,745 | 22.93 | \$11,215 | 19.87 |
| | | 100,000 | \$29,616 | 27.50 | \$24,211 | 22.00 | \$21,151 | 19.00 |
| B | Business—High Rise Office | 20,000 | \$6,946 | 28.33 | | | | |
| | | 100,000 | \$29,616 | 28.33 | | | | |
| | | 200,000 | \$57,953 | 28.33 | | | | |
| | | 400,000 | \$114,628 | 28.33 | | | | |
| | | 1,000,000 | \$284,653 | 28.33 | | | | |
| | | 2,000,000 | \$568,027 | 27.50 | | | | |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|--|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| B | B Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |
| E | Educational—Group Occupancy 6+ persons, up to the 12th Grade | 1,000 | \$900 | 46.10 | \$850 | 37.15 | \$850 | 31.72 |
| | | 5,000 | \$2,744 | 31.62 | \$2,336 | 28.98 | \$2,119 | 27.54 |
| | | 10,000 | \$4,325 | 30.47 | \$3,785 | 25.06 | \$3,496 | 22.17 |
| | | 20,000 | \$7,372 | 30.46 | \$6,291 | 25.06 | \$5,713 | 22.17 |
| | | 50,000 | \$16,512 | 30.46 | \$13,809 | 25.06 | \$12,365 | 22.11 |
| | | 100,000 | \$31,745 | 29.50 | \$26,340 | 24.50 | \$23,449 | 21.50 |
| E | E Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |
| F-1 | Factory Industrial—Moderate Hazard | 4,000 | \$1,437 | 20.30 | \$1,157 | 17.13 | \$977 | 15.06 |
| | | 20,000 | \$4,686 | 17.03 | \$3,899 | 13.10 | \$3,388 | 10.55 |
| | | 40,000 | \$8,093 | 17.03 | \$6,520 | 13.10 | \$5,498 | 10.55 |
| | | 80,000 | \$14,907 | 17.03 | \$11,762 | 13.10 | \$9,717 | 10.55 |
| | | 200,000 | \$35,348 | 17.03 | \$27,487 | 13.10 | \$22,373 | 10.55 |
| | | 400,000 | \$69,419 | 16.00 | \$53,695 | 12.50 | \$43,467 | 9.50 |
| F-2 | Factory Industrial—Low Hazard | 3,000 | \$1,125 | 22.36 | \$916 | 19.20 | \$782 | 16.78 |
| | | 15,000 | \$3,809 | 16.87 | \$3,220 | 12.94 | \$2,796 | 10.65 |
| | | 30,000 | \$6,340 | 16.87 | \$5,161 | 12.94 | \$4,394 | 10.38 |
| | | 60,000 | \$11,401 | 16.87 | \$9,043 | 12.94 | \$7,510 | 10.38 |
| | | 150,000 | \$26,586 | 16.87 | \$20,689 | 12.94 | \$16,854 | 10.38 |
| | | 300,000 | \$51,893 | 15.60 | \$40,099 | 12.00 | \$32,428 | 9.50 |
| H-1 | High Hazard Group H-1 Pose a detonation hazard | 1,000 | \$900 | 18.80 | \$800 | 12.57 | \$800 | 8.65 |
| | | 5,000 | \$1,652 | 24.30 | \$1,303 | 19.42 | \$1,146 | 17.18 |
| | | 10,000 | \$2,867 | 16.22 | \$2,274 | 14.29 | \$2,005 | 13.39 |
| | | 20,000 | \$4,489 | 16.05 | \$3,703 | 12.12 | \$3,344 | 10.32 |
| | | 50,000 | \$9,305 | 16.05 | \$7,339 | 12.12 | \$6,440 | 10.32 |
| | | 100,000 | \$17,331 | 15.00 | \$13,400 | 11.25 | \$11,601 | 9.25 |
| H-2 | High Hazard Group | 2,000 | \$1,000 | 23.33 | \$900 | 17.17 | \$900 | 12.17 |
| H-3 | | 10,000 | \$2,867 | 16.22 | \$2,274 | 14.29 | \$1,874 | 12.96 |
| H-4 | | 20,000 | \$4,489 | 16.05 | \$3,703 | 12.12 | \$3,170 | 9.45 |
| | | 40,000 | \$7,700 | 16.05 | \$6,127 | 12.12 | \$5,061 | 9.45 |
| | | 100,000 | \$17,331 | 16.05 | \$13,400 | 12.12 | \$10,731 | 9.45 |
| | | 200,000 | \$33,383 | 15.00 | \$25,521 | 11.00 | \$20,184 | 8.25 |
| H-5 | High Hazard Group H-5 | 1,000 | \$900 | 42.07 | \$800 | 34.40 | \$800 | 28.65 |
| | | 5,000 | \$2,583 | 30.58 | \$2,176 | 27.92 | \$1,946 | 26.42 |
| | | 10,000 | \$4,112 | 28.34 | \$3,572 | 22.93 | \$3,267 | 19.87 |
| | | 20,000 | \$6,946 | 28.33 | \$5,865 | 22.93 | \$5,254 | 19.87 |
| | | 50,000 | \$15,447 | 28.33 | \$12,745 | 22.93 | \$11,215 | 19.87 |
| | | 100,000 | \$29,616 | 27.00 | \$24,211 | 21.50 | \$21,151 | 18.50 |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|---------------------------------|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| I-1 | Institutional | 2,000 | \$1,233 | 35.98 | \$1,058 | 32.03 | \$965 | 29.87 |
| | | 10,000 | \$4,112 | 28.34 | \$3,621 | 23.42 | \$3,355 | 20.76 |
| | | 20,000 | \$6,946 | 28.34 | \$5,963 | 23.42 | \$5,431 | 20.75 |
| | | 40,000 | \$12,614 | 28.33 | \$10,648 | 23.42 | \$9,582 | 20.76 |
| | | 100,000 | \$29,616 | 28.33 | \$24,702 | 23.42 | \$22,035 | 20.75 |
| | | 200,000 | \$57,953 | 27.00 | \$48,125 | 22.00 | \$42,792 | 19.75 |
| I-2 | Institutional | 2,000 | \$1,914 | 52.87 | \$1,770 | 48.72 | \$1,679 | 46.00 |
| | | 10,000 | \$6,143 | 48.65 | \$5,668 | 43.90 | \$5,359 | 40.80 |
| | | 20,000 | \$11,008 | 48.65 | \$10,058 | 43.90 | \$9,439 | 40.80 |
| | | 40,000 | \$20,738 | 48.64 | \$18,838 | 43.89 | \$17,600 | 40.80 |
| | | 100,000 | \$49,927 | 48.64 | \$45,176 | 43.89 | \$42,079 | 40.80 |
| | | 200,000 | \$98,576 | 47.50 | \$89,075 | 42.50 | \$82,880 | 39.00 |
| I-3 | Institutional | 2,000 | \$1,385 | 39.41 | \$1,192 | 35.08 | \$1,076 | 32.38 |
| | | 10,000 | \$4,538 | 32.60 | \$3,998 | 27.19 | \$3,667 | 23.88 |
| | | 20,000 | \$7,798 | 32.59 | \$6,717 | 27.19 | \$6,055 | 23.88 |
| | | 40,000 | \$14,317 | 32.59 | \$12,155 | 27.19 | \$10,831 | 23.88 |
| | | 100,000 | \$33,875 | 32.59 | \$28,469 | 27.19 | \$25,161 | 23.88 |
| | | 200,000 | \$66,471 | 31.50 | \$55,661 | 26.00 | \$49,042 | 22.75 |
| I-4 | Institutional | 1,000 | \$850 | 43.02 | \$800 | 35.32 | \$800 | 30.32 |
| | | 5,000 | \$2,571 | 30.50 | \$2,213 | 28.16 | \$2,013 | 26.86 |
| | | 10,000 | \$4,096 | 28.17 | \$3,621 | 23.42 | \$3,356 | 20.75 |
| | | 20,000 | \$6,913 | 28.17 | \$5,963 | 23.42 | \$5,431 | 20.75 |
| | | 50,000 | \$15,365 | 28.17 | \$12,990 | 23.42 | \$11,657 | 20.75 |
| | | 100,000 | \$29,452 | 27.00 | \$24,702 | 22.50 | \$22,035 | 19.75 |
| M | Mercantile | 1,000 | \$750 | 31.92 | \$700 | 25.47 | \$700 | 20.40 |
| | | 5,000 | \$2,027 | 26.96 | \$1,719 | 24.94 | \$1,516 | 22.34 |
| | | 10,000 | \$3,375 | 20.97 | \$2,966 | 16.87 | \$2,633 | 15.43 |
| | | 20,000 | \$5,472 | 20.96 | \$4,653 | 16.87 | \$4,176 | 14.49 |
| | | 50,000 | \$11,762 | 20.96 | \$9,714 | 16.87 | \$8,523 | 14.48 |
| | | 100,000 | \$22,245 | 19.75 | \$18,150 | 15.75 | \$15,767 | 13.50 |
| M | M Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|-----------|---|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| R-1 | Residential—Transient | 2,000 | \$1,239 | 36.12 | \$1,070 | 32.30 | \$974 | 30.10 |
| | Boarding Houses, Hotels, Motels | 10,000 | \$4,129 | 28.50 | \$3,654 | 23.75 | \$3,382 | 21.03 |
| | | 20,000 | \$6,979 | 28.50 | \$6,029 | 23.75 | \$5,485 | 21.02 |
| | | 40,000 | \$12,679 | 28.50 | \$10,779 | 23.75 | \$9,690 | 21.02 |
| | | 100,000 | \$29,780 | 28.50 | \$25,030 | 23.75 | \$22,304 | 21.02 |
| | | 200,000 | \$58,281 | 27.50 | \$48,781 | 22.50 | \$43,329 | 20.00 |
| R-2 | Residential—Permanent, 2+ Dwellings | 1,500 | \$860 | 36.68 | \$750 | 31.08 | \$700 | 26.73 |
| | Apartment, Dormitory, Timeshare | 7,500 | \$3,061 | 23.73 | \$2,615 | 20.50 | \$2,304 | 19.16 |
| | | 15,000 | \$4,841 | 23.75 | \$4,153 | 19.16 | \$3,741 | 16.40 |
| | | 30,000 | \$8,404 | 23.75 | \$7,028 | 19.16 | \$6,202 | 16.40 |
| | | 75,000 | \$19,092 | 23.75 | \$15,652 | 19.16 | \$13,586 | 16.40 |
| | | 150,000 | \$36,905 | 22.75 | \$30,025 | 18.25 | \$25,893 | 15.50 |
| R-3 | Dwellings—Custom Homes | 1,500 | \$1,100 | 12.40 | \$1,000 | 13.70 | \$900 | 12.90 |
| | | 2,500 | \$1,224 | 39.90 | \$1,137 | 36.40 | \$1,029 | 32.30 |
| | | 3,500 | \$1,623 | 34.80 | \$1,501 | 33.60 | \$1,352 | 32.10 |
| | | 4,500 | \$1,971 | 33.80 | \$1,837 | 30.90 | \$1,673 | 27.25 |
| | | 6,500 | \$2,647 | 25.02 | \$2,455 | 24.88 | \$2,218 | 24.77 |
| | | 10,000 | \$3,523 | 23.00 | \$3,326 | 22.00 | \$3,085 | 22.00 |
| R-3 | Dwellings—Models, First Master Plan | 1,500 | \$1,100 | 12.40 | \$1,000 | 13.70 | \$900 | 12.90 |
| | | 2,500 | \$1,224 | 39.90 | \$1,137 | 36.40 | \$1,029 | 32.30 |
| | | 3,500 | \$1,623 | 34.80 | \$1,501 | 33.60 | \$1,352 | 32.10 |
| | | 4,500 | \$1,971 | 33.80 | \$1,837 | 30.90 | \$1,673 | 27.25 |
| | | 6,500 | \$2,647 | 25.02 | \$2,455 | 24.88 | \$2,218 | 24.77 |
| | | 10,000 | \$3,523 | 23.00 | \$3,326 | 22.00 | \$3,085 | 22.00 |
| R-3 | Dwellings—Production Phase of Master Plan (repeats) | 1,500 | \$136 | 6.20 | \$136 | 6.20 | \$136 | 6.20 |
| | | 2,500 | \$198 | 6.20 | \$198 | 6.20 | \$198 | 6.20 |
| | | 3,500 | \$260 | 6.20 | \$260 | 6.20 | \$260 | 6.20 |
| | | 4,500 | \$322 | 5.20 | \$322 | 5.20 | \$322 | 5.20 |
| | | 6,500 | \$426 | 4.77 | \$426 | 4.77 | \$426 | 4.77 |
| | | 10,000 | \$593 | 4.50 | \$593 | 4.50 | \$593 | 4.50 |
| R-4 | Residential—Assisted Living (6-16 persons) | 1,500 | \$977 | 40.25 | \$852 | 36.40 | \$782 | 33.56 |
| | | 7,500 | \$3,392 | 28.17 | \$3,036 | 23.41 | \$2,796 | 21.28 |
| | | 15,000 | \$5,505 | 28.17 | \$4,792 | 23.42 | \$4,392 | 20.76 |
| | | 30,000 | \$9,731 | 28.17 | \$8,306 | 23.42 | \$7,506 | 20.75 |
| | | 75,000 | \$22,409 | 28.17 | \$18,846 | 23.42 | \$16,846 | 20.75 |
| | | 150,000 | \$43,539 | 27.25 | \$36,414 | 22.50 | \$32,414 | 19.75 |
| R | R Occupancy Tenant Improvements | 1,000 | \$500 | 10.00 | \$500 | 10.00 | \$500 | 10.00 |
| | | 5,000 | \$900 | 11.78 | \$900 | 11.78 | \$900 | 11.78 |
| | | 10,000 | \$1,489 | 10.99 | \$1,489 | 10.99 | \$1,489 | 10.99 |
| | | 20,000 | \$2,588 | 7.46 | \$2,588 | 7.46 | \$2,588 | 7.46 |
| | | 50,000 | \$4,826 | 7.10 | \$4,826 | 7.10 | \$4,826 | 7.10 |
| | | 100,000 | \$8,374 | 6.50 | \$8,374 | 6.50 | \$8,374 | 6.50 |
| S-1 | Storage—Moderate Hazard | 1,000 | \$650 | 24.70 | \$600 | 17.20 | \$600 | 11.32 |
| | | 5,000 | \$1,638 | 24.10 | \$1,288 | 19.24 | \$1,053 | 15.94 |
| | | 10,000 | \$2,843 | 16.13 | \$2,250 | 14.20 | \$1,850 | 12.88 |
| | | 20,000 | \$4,456 | 15.89 | \$3,670 | 11.95 | \$3,138 | 9.28 |
| | | 50,000 | \$9,223 | 15.88 | \$7,257 | 11.95 | \$5,924 | 9.28 |
| | | 100,000 | \$17,167 | 14.75 | \$13,236 | 11.00 | \$10,568 | 8.50 |

Palm Springs Plan Review Fees (Contract Services)

New Construction

| IBC Class | IBC Occupancy Type | Project Size Threshold | Construction Type IA, IB | | Construction Type IIA, IIB, IIIA, IIIB, IV | | Construction Type VA, VB | |
|------------------------|-------------------------------------|------------------------|----------------------------|-----------------------------------|--|-----------------------------------|----------------------------|-----------------------------------|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * | Base Cost @ Threshold Size | Cost for Each Additional 100 sf * |
| S-2 | Storage—Low Hazard | 500 | \$450 | 23.70 | \$400 | 17.50 | \$400 | 11.65 |
| | | 2,500 | \$924 | 27.96 | \$750 | 20.96 | \$633 | 16.20 |
| | | 5,000 | \$1,623 | 23.90 | \$1,274 | 19.02 | \$1,038 | 15.74 |
| | | 10,000 | \$2,818 | 15.94 | \$2,225 | 13.34 | \$1,825 | 11.56 |
| | | 25,000 | \$5,210 | 15.72 | \$4,227 | 11.79 | \$3,560 | 9.12 |
| | | 50,000 | \$9,141 | 14.75 | \$7,175 | 10.75 | \$5,842 | 8.25 |
| U | Accessory | 200 | \$250 | 25.00 | \$250 | 25.00 | \$250 | 25.00 |
| | | 1,000 | \$450 | 19.50 | \$450 | 10.00 | \$450 | 10.00 |
| | | 2,000 | \$645 | 20.95 | \$550 | 15.25 | \$550 | 8.55 |
| | | 4,000 | \$1,064 | 19.35 | \$855 | 15.41 | \$721 | 12.36 |
| | | 10,000 | \$2,225 | 14.12 | \$1,780 | 12.68 | \$1,463 | 10.83 |
| | | 20,000 | \$3,637 | 13.25 | \$3,048 | 11.75 | \$2,546 | 10.00 |
| R-3 | Residential Room Addition | 50 | \$190 | 59.00 | \$180 | 61.50 | \$180 | 51.00 |
| | | 250 | \$308 | 67.60 | \$303 | 62.40 | \$282 | 63.20 |
| | | 500 | \$477 | 52.80 | \$459 | 50.60 | \$440 | 49.20 |
| | | 1,000 | \$741 | 51.67 | \$712 | 48.73 | \$686 | 46.00 |
| | | 2,500 | \$1,516 | 44.68 | \$1,443 | 42.64 | \$1,376 | 40.88 |
| | | 5,000 | \$2,633 | 42.00 | \$2,509 | 40.00 | \$2,398 | 38.00 |
| SHELL BUILDINGS | | | | | | | | |
| A-2 | Shell: Assembly—Food & Drink | 1,000 | \$950 | 29.90 | \$900 | 24.72 | \$900 | 21.27 |
| | | 5,000 | \$2,146 | 27.72 | \$1,889 | 26.06 | \$1,751 | 25.12 |
| | | 10,000 | \$3,532 | 22.54 | \$3,192 | 19.13 | \$3,007 | 17.26 |
| | | 20,000 | \$5,786 | 22.54 | \$5,105 | 19.13 | \$4,733 | 17.27 |
| | | 50,000 | \$12,548 | 22.53 | \$10,844 | 19.13 | \$9,916 | 17.27 |
| | | 100,000 | \$23,817 | 21.50 | \$20,410 | 18.25 | \$18,551 | 16.25 |
| B | Shell: Business—Professional Office | 1,000 | \$950 | 30.15 | \$900 | 23.25 | \$900 | 18.52 |
| | | 5,000 | \$2,156 | 27.80 | \$1,830 | 25.66 | \$1,641 | 24.08 |
| | | 10,000 | \$3,546 | 22.67 | \$3,113 | 18.35 | \$2,845 | 16.15 |
| | | 20,000 | \$5,813 | 22.67 | \$4,948 | 18.34 | \$4,460 | 15.89 |
| | | 50,000 | \$12,614 | 22.66 | \$10,451 | 18.34 | \$9,228 | 15.89 |
| | | 100,000 | \$23,948 | 21.50 | \$19,624 | 17.25 | \$17,177 | 14.75 |
| M | Shell: Mercantile | 1,000 | \$750 | 24.02 | \$700 | 18.12 | \$700 | 13.90 |
| | | 5,000 | \$1,711 | 24.90 | \$1,425 | 21.14 | \$1,256 | 18.78 |
| | | 10,000 | \$2,956 | 16.77 | \$2,482 | 14.96 | \$2,195 | 14.03 |
| | | 20,000 | \$4,633 | 16.77 | \$3,978 | 13.49 | \$3,598 | 11.58 |
| | | 50,000 | \$9,665 | 16.77 | \$8,027 | 13.49 | \$7,074 | 11.59 |
| | | 100,000 | \$18,052 | 15.50 | \$14,776 | 12.50 | \$12,869 | 10.50 |

Note 1

* Each additional 100 square feet, or portion thereof, up to the next highest project size threshold.

Palm Springs Plan Review Fees

Building - Miscellaneous Items

| Item | Fee |
|---|-----------------|
| Miscellaneous | |
| Arbor/Trellis | \$200.00 |
| Awning/Canopy (supported by building) | \$200.00 |
| Balcony addition | \$200.00 |
| Carport | \$200.00 |
| Deck (wood) | \$200.00 |
| Fireplace | \$150.00 |
| Foundation | |
| Foundation Repair | \$200.00 |
| Patio Cover | |
| Wood frame | \$200.00 |
| Metal frame | \$200.00 |
| Other frame | \$200.00 |
| Enclosed, wood frame | \$225.00 |
| Enclosed, metal frame | \$225.00 |
| Enclosed, other frame | \$225.00 |
| Photovoltaic System | |
| Residential | \$175.00 |
| Commercial, up to 4 kilowatts (Note 1) | \$250.00 |
| Commercial, each additional 1 kilowatt | \$50.00 |
| Remodel—Residential | |
| Less than 300 sf | \$150.00 |
| Kitchen | \$150.00 |
| Bath | \$150.00 |
| Retaining Wall (concrete or masonry) | |
| Standard (up to 50 lf) | \$150.00 |
| Additional retaining wall | \$50 per 50' |
| Storage Racks | |
| 0-8' high (up to 100 lf) | \$150.00 |
| each additional 100 lf | \$50.00 |
| over 8' high (up to 100 lf) | \$200.00 |
| each additional 100 lf | \$50.00 |
| Swimming Pool/Spa | |
| Gunite (up to 800 sf) | \$300.00 |
| Additional pool (over 800 sf) | \$100.00 |
| Spa or Hot Tub (Pre-fabricated) | \$200.00 |