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DENNIS RICHARDSON
CHIEF BUILDING OFFICIAL

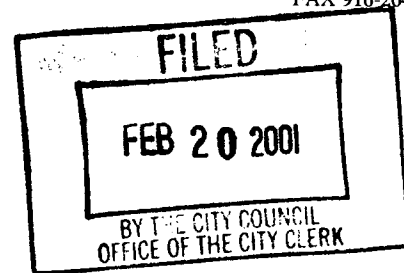
PLANNING AND BUILDING
DEPARTMENT

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
ROOM 200
SACRAMENTO, CA
95814-2904

ADMINISTRATION
916-264-7619
FAX 916-264-8370

February 6, 2001



City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: FIRE PROTECTION PLAN REVIEW CONTRACT AMENDMENTS

LOCATION AND COUNCIL DISTRICT: Citywide, Regional

RECOMMENDATION:

This report recommends that the City Council approve the execution of contract amendments with B. J. Foster Fire and Life Safety and with Lisa Beaver to authorize payments not to exceed a total contract value of \$180,000 for each contract.

CONTACT PERSON: Dennis Richardson, Building Official - 264-5956
John Kreft, Administrative Services Officer - 264-5930

FOR COUNCIL MEETING OF: February 20, 2001

SUMMARY:

Recruitment problems encountered in filling Fire Protection Engineer vacancies have required the use of consultants to review construction projects for Fire Code requirements. The City has utilized both B. J. Foster and Lisa Beaver as consultants to perform these services. The value of each of their contract needs to be increased to \$180,000 prior to the completion of the planned redesign of the Fire Protection Engineer job specifications.

BACKGROUND:

The City has experienced difficulty recruiting qualified candidates with the existing requirements of the Fire Protection Engineer Classification. As a result, a classification study has been initiated for this

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classification. We are in the final stages of the classification study and anticipate an eligible list by the end of the fiscal year. With vacant positions and a heavy workload, consultants have been used to provide the required fire reviews. B. J. Foster Life and Safety and Lisa Beaver have been under contract since September 1998. Early this fiscal year the City Council approved amendments bringing each of these contract values to \$140,000. To date over \$132,000 has been expended for these services in each of the contracts and each contract will exceed the \$140,000 value before the positions will be filled.

Approval of a \$40,000 amendment to each contract to bring each total to \$180,000 is recommended. This amount will allow these companies to continue to provide services until positions can be filled. Processing delays in reviewing commercial building plans will occur if these amendments are not approved.

FINANCIAL CONSIDERATIONS:

The cost of this service is being offset by salary savings from the vacant Fire Protection Engineer positions and existing consultant appropriations. Funds for these services are provided in Plan Review Fees paid by applicants. There will be no General Fund Impact from this contract.

POLICY CONSIDERATIONS:

This contract is in accord with the policy recommended by the Mayor's Commission to contract out building inspections workload that cannot be performed by city employees. It is also in accord with policy requiring City Council approval of all contracts over \$100,000.

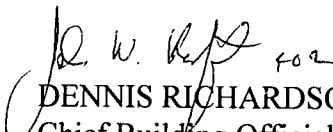
ENVIRONMENTAL CONSIDERATIONS:

There are no environmental considerations associated with this report.

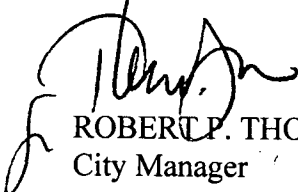
ESBD EFFORTS:

Both contractors have submitted an application for city ESBD status.

Respectfully submitted,


DENNIS RICHARDSON
Chief Building Official

RECOMMENDATION APPROVED BY:


ROBERT P. THOMAS
City Manager

SUPPLEMENTAL AGREEMENT

Project Title and Job Number - Fire System Review
Purchase Order #:9486157732

Date: February 1, 2001
Supplemental Agreement No.: 5

The City of Sacramento ("City") and B. J. Foster Fire and Life Safety ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM98-366, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The term of the contract is extended to June 30, 2001.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is increased by **\$40,000**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$40,000
Net change by previous supplemental agreements:	\$100,000
Not-to-exceed amount prior to this supplemental agreement:	\$140,000
Increase by this supplemental agreement:	\$40,000
New not-to-exceed amount including all supplemental agreements:	\$180,000

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Consultant

Approved By:

Attested To By:

City of Sacramento

City Clerk

SUPPLEMENTAL AGREEMENT

Fire System Review
Purchase Order #: 0486119237

Date: February 1, 2001
Supplemental Agreement No.: 4

The City of Sacramento ("City") and Lisa Beaver ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 99-350, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The term of the agreement is extended to June 30, 2001.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased** by \$40,000.00 and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$70,000.00</u>
Net change by previous supplemental agreements:	<u>\$70,000.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$140,000.00</u>
Increase/decrease by this supplemental agreement:	<u>\$40,000.00</u>
New not-to-exceed amount including all supplemental agreements:	<u>\$180,000.00</u>

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

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Approved By:

Consultant

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Attested To By:

City of Sacramento

City Clerk

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