



City of Sacramento City Council

4

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 11/27/2012

Report Type: Consent

Title: Supplemental Agreements: Plan Review Consultants for Community Development Department (CDD)

Report ID: 2012-00823

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee to execute three separate supplemental agreements with 4 Leaf, Inc., Bureau Veritas North America, Inc., and TRB & Associates, Inc. in the amount of \$100,000 each for a total not-to-exceed contract amount for each agreement in the amount of \$400,000 in order to provide plan review, inspection and counter services for the Community Development Department. The total combined not to exceed amount for the three agreements is \$1,200,000.

Contact: Ryan DeVore, Chief Building Official, (916) 808-8860; Ed Short, Supervising Engineer, (916) 808-8859; Elise Gumm, Administrative Analyst, (916) 808-1927, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Building Plan Check

Dept ID: 21001212

Attachments:

- 1-Description/Analysis
- 2-Bureau Veritas Supplement
- 3-4Leaf Supplement
- 4-TRB-Supplement

City Attorney Review

Approved as to Form
Paul Gale
11/21/2012 8:51:11 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
9/25/2012 2:53:53 PM

Approvals/Acknowledgements

Department Director or Designee: Max Fernandez - 11/20/2012 1:56:58 PM

Description/Analysis

Issue: Council approval is required for supplemental agreements to the existing professional services agreements with TRB and Associates, Inc., 4 Leaf, Inc., and Bureau Veritas North America, Inc., respectively, to provide as-needed professional consultant services to the City of Sacramento. Currently, the Community Development Department (CDD) is using consultant services for plan review, permit inspections, and counter services when workload demands and specific expertise cannot be met by current staff. The use of consultants provides flexibility in meeting service peak demand levels. CDD estimates that it will need an additional \$300,000 to maintain service levels as demand increases.

Following a public RFP process in 2011 (City Bid #P11211212004), a one-year contract with two year options for three on-call plan review contracts in the amount of \$100,000 each was awarded to TRB and Associate, Inc., 4 Leaf, Inc., and Bureau Veritas North America, Inc., respectively.

The proposed supplemental agreements will increase by \$300,000, \$100,000 for each contractor, resulting in a three year contract total of \$400,000 for each separate contract. CDD requests that City Council approve the proposed supplemental agreements to the existing contract with TRB and Associate, Inc., 4 Leaf, Inc., and Bureau Veritas North America, Inc.

In addition to the additional funds, the proposed supplemental agreements also allow the contractors to use City's premises to provide plan review services at discounted rates on a case by case basis.

Policy Considerations: This request to adopt the attached resolution is in compliance with State Government Code 65943 which specifies 30 days maximum time for complete plan submittal verification, and Health and Safety Code 19837 which specifies 50 days maximum for cycle one response for structural building safety plan review, and 60 days maximum for re-submittals.

Environmental Considerations:

California Environmental Quality Act (CEQA): This project is exempt from CEQA because it does not have the potential for causing a significant effect on the environment. (CEQA Guidelines §15061(b)(3).)

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The use of professional services agreements for plan review/inspection, and counter consultant services is necessary for maintaining government code plan review compliance as well as for providing flexibility in meeting service demand levels. Per department priority, City Manager direction, and Council goals

this proposal will increase service levels in the building division, specifically plan review, resulting in a more business friendly environment. The proposed increase will allow us to establish and maintain turn-around times that are up to a week shorter than otherwise for each project that we review. This improved service level is directly correlated with a reduced cost of doing business in Sacramento. Additionally, the real estate development market has begun to show signs of improvement. Our interest is to “set the stage” for this growth and be prepared to efficiently manage a sudden increase in demand. It’s important to note that the funds sent to our consultants come directly from revenue associated with that particular development project. Finally, the current contract of \$100,000 per vendor makes it impossible for staff to utilize consultants for larger development projects where the fees exceed that amount.

Demand levels have increased as follows:

- New residential homes July 1st through October 31st, 2011 = 27
- New residential homes July 1st through October 25th, 2012 = 87
- Staff has projected that construction valuation will increase as well:
- Construction valuation in FY2011/12 = \$288M
- Projected construction valuation in FY2012/13 = \$304M

Financial Considerations: The approval of the three contract supplements will have no additional impact to the General Fund. Funding for the three supplemental agreements will be appropriated from the Community Development Department operating budget.

	FY2011/12	FY2012/13	FY2012/13 Supplemental	FY2013/14	Total (not-to-exceed)
Bureau Veritas North America, Inc.	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
4 Leaf, Inc.	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
TRB & Associates, Inc.	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
Total:					\$ 1,200,000



Requires Council Approval: No YES Meeting: 10/30/2012

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Professional Services PO Type: Non-Comp-Prof Service, Attachment: Supplement No., \$ Not to Exceed: \$ 100,000, Original Doc Number: 2011-1021, Other Party: Bureau Veritas North America, Inc., Certified Copies of Document, Project Name: Plan Review Consultant Services, Deed: None/Included/Separate, Project Number, Bid Transaction #: P11211212004, E/SBE-DBE-MWBE.



Department Information

Department: Community Development Department Division: Building
Project Manager: Ed Short Supervisor: Ryan DeVore
Contract Services: Elise Gumm Date: October 11, 2012 Division Manager: Ryan DeVore
Phone Number: 916-808-1927 Org Number: 21001211 & 21001212
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

City Attorney Signature or Initial Date
City Attorney: Paul Arnold 10-15-12

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
Fernandez, Max
Department Director:
City Mgr: yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Plan Review Services
Purchase Order #:0000017571

Date: 10/09/12
Supplemental Agreement No.:1

The City of Sacramento ("City") and Bureau Veritas North America, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2011-1021, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The following language is added to Exhibit A, Attachment 1, Section 1.2:

12. At the CITY's discretion, CONTRACTOR may perform the tasks listed in Section 1.2 above on City's premises.

2. The following language is added to Exhibit B, Attachment 1, "Labor Rate Schedule (Hourly)":

Discounted rates for the classifications listed above in the Labor Rate Schedule may be considered by CONTRACTOR and CITY on a case by case basis. Any agreement for discounted rates shall be in writing. The Building Official is authorized to execute any agreement for discounted rates on behalf of CITY. Project manager is authorized to execute any agreement for discounted rates on behalf of CONTRACTOR.

3. The following language is added to Exhibit B, Attachment 1, "Fees for Additional Services-*optional if not included in % of fees collected*":

7. The tasks listed in Exhibit A, Attachment 1, Section 1.2 that is performed on City's premises shall be charged at the hourly rates shown on the Labor Rate Schedule (Hourly).

4. In anticipation of increased future workload for the on call services to be provided pursuant to this Agreement, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$100,000**, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$ 300,000
Net change by previous supplemental agreements:	\$ 0
Not-to-exceed amount prior to this supplemental agreement:	\$ 0
Increase/decrease by this supplemental agreements:	\$ 100,000
New not-to exceed amount including all supplemental agreements:	\$ 400,000

The increase is as follows: the total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A for the first option year is increased from \$100,000 to \$200,000 and any unused funds may be used during the second additional option year.

5. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 4, above, shall constitute full compensation for any additional on call services required pursuant to this Agreement, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor 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 Contractor.

6. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

SUPPLEMENTAL AGREEMENT

Approval Recommended By:



Ed Short, Supervising Engineer

Approved As To Form By:



City Attorney 10-15-12

Approved By:



Bureau Veritas North America, Inc.

Attested To By:

Approved By:

City of Sacramento, Department Director

City Clerk



Requires Council Approval: No YES Meeting: 10/30/2012

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Professional Services PO Type: Non-Comp-Prof Service, Attachment: Supplement No.: Original Doc Number: 2011-1022, \$ Not to Exceed: \$ 100,000, Other Party: 4Leaf, Inc, Project Name: Plan Review Consultant Services, Deed: None, Project Number, Bid Transaction #: P11211212004, E/SBE-DBE-M/WBE.



Department Information

Department: Community Development Department Division: Building
Project Manager: Ed Short Supervisor: Ryan DeVore
Contract Services: Elise Gumm Date: October 11, 2012 Division Manager: Ryan DeVore
Phone Number: 916-808-1927 Org Number: 21001211 & 21001212
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

City Attorney Signature or Initial Date
City Attorney: Paul D. Hall 10-15-12

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
Fernandez, Max
Department Director:
City Mgr: yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing Finalized: Imaged: Received: (City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Plan Review Services
Purchase Order #:0000017657

Date: 10/09/12
Supplemental Agreement No.:1

The City of Sacramento ("City") and 4Leaf, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2011-1022, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The following language is added to Exhibit A, Attachment 1, Section 1.2:

12. At the CITY's discretion, CONTRACTOR may perform the tasks listed in Section 1.2 above on City's premises.

2. The following language is added to Exhibit B, Attachment 1, "Labor Rate Schedule (Hourly)":

Discounted rates for the classifications listed above in the Labor Rate Schedule may be considered by CONTRACTOR and CITY on a case by case basis. Any agreement for discounted rates shall be in writing. The Building Official is authorized to execute any agreement for discounted rates on behalf of CITY. Project manager is authorized to execute any agreement for discounted rates on behalf of CONTRACTOR.

3. The following language is added to Exhibit B, Attachment 1, "Fees for Additional Services-*optional if not included in % of fees collected*":

7. The tasks listed in Exhibit A, Attachment 1, Section 1.2 that is performed on City's premises shall be charged at the hourly rates shown on the Labor Rate Schedule (Hourly).

4. In anticipation of increased future workload for the on call services to be provided pursuant to this Agreement, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$100,000**, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$ 300,000</u>
Net change by previous supplemental agreements:	<u>\$ 0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$ 0</u>
Increase/decrease by this supplemental agreements:	<u>\$ 100,000</u>
New not-to exceed amount including all supplemental agreements:	<u>\$ 400,000</u>

The increase is as follows: the total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A for the first option year is increased from \$100,000 to \$200,000 and any unused funds may be used during the second additional option year.

5. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 4, above, shall constitute full compensation for any additional on call services required pursuant to this Agreement, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor 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 Contractor.
6. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

SUPPLEMENTAL AGREEMENT

Approval Recommended By:



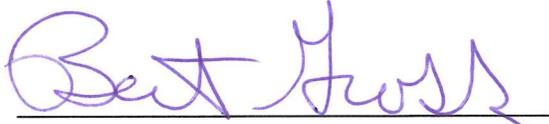
Ed Short, Supervising Engineer

Approved As To Form By:



City Attorney 10-15-12

Approved By:



4Leaf, Inc.

Attested To By:

Approved By:

City of Sacramento, Department Director

City Clerk



Requires Council Approval: No YES Meeting: 10/30/2012

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Professional Services PO Type: Non-Comp-Prof Service, Attachment: Supplement No.: Original Doc Number: 2011-1023, \$ Not to Exceed: \$ 100,000, Other Party: TRB & Associates, Inc., Project Name: Plan Review Consultant Services, Deed: None, Project Number, Bid Transaction #: P11211212004, E/SBE-DBE-MWBE.

Department Information

Department: Community Development Department Division: Building
Project Manager: Ed Short Supervisor: Ryan DeVore
Contract Services: Elise Gumm Date: October 11, 2012 Division Manager: Ryan DeVore
Phone Number: 916-808-1927 Org Number: 21001211 & 21001212
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Fernandez, Max, Department Director.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing Finalized: Imaged: Received: (City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Plan Review Services
Purchase Order #:0000017656

Date: 10/09/12
Supplemental Agreement No.:1

The City of Sacramento ("City") and TRB & Associates, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2011-1023, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The following language is added to Exhibit A, Attachment 1, Section 1.2:

12. At the CITY's discretion, CONTRACTOR may perform the tasks listed in Section 1.2 above on City's premises.

2. The following language is added to Exhibit B, Attachment 1, "Labor Rate Schedule (Hourly)":

Discounted rates for the classifications listed above in the Labor Rate Schedule may be considered by CONTRACTOR and CITY on a case by case basis. Any agreement for discounted rates shall be in writing. The Building Official is authorized to execute any agreement for discounted rates on behalf of CITY. Project manager is authorized to execute any agreement for discounted rates on behalf of CONTRACTOR.

3. The following language is added to Exhibit B, Attachment 1, "Fees for Additional Services-*optional if not included in % of fees collected*":

7. The tasks listed in Exhibit A, Attachment 1, Section 1.2 that is performed on City's premises shall be charged at the hourly rates shown on the Labor Rate Schedule (Hourly).

4. In anticipation of increased future workload for the on call services to be provided pursuant to this Agreement, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$100,000**, and the Agreement's maximum not-to-exceed amount is amended as follows:

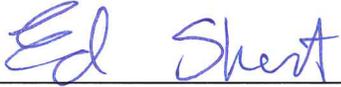
Agreement's original not-to-exceed amount:	\$ <u>300,000</u>
Net change by previous supplemental agreements:	\$ <u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	\$ <u>0</u>
Increase/decrease by this supplemental agreements:	\$ <u>100,000</u>
New not-to exceed amount including all supplemental agreements:	\$ <u>400,000</u>

The increase is as follows: the total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A for the first option year is increased from \$100,000 to \$200,000 and any unused funds may be used during the second additional option year.

5. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 4, above, shall constitute full compensation for any additional on call services required pursuant to this Agreement, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor 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 Contractor.
6. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

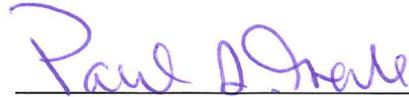
SUPPLEMENTAL AGREEMENT

Approval Recommended By:



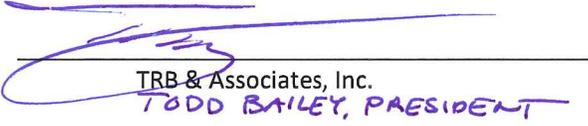
Ed Short, Supervising Engineer

Approved As To Form By:



City Attorney 10-15-12
dep

Approved By:



TRB & Associates, Inc.
TODD BAILEY, PRESIDENT

Approved By:

Attested To By:

City of Sacramento, Department Director

City Clerk