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CITY CLERK

DENNIS RICHARDSON
CHIEF BUILDING OFFICIAL
PLANNING AND BUILDING
DEPARTMENT

CITY OF SACRAMENTO
CALIFORNIA

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SACRAMENTO, CA
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ADMINISTRATION
916-264-7619
FAX 916-264-8370

December 2, 2001

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: FIRE PROTECTION PLAN REVIEW CONTRACT AMENDMENT

LOCATION AND COUNCIL DISTRICT: Citywide, Regional

RECOMMENDATION:

This report recommends that the City Council approve the execution of contract amendments Loralyn D. Davis to authorize payments not to exceed a total contract value of \$160,000.

CONTACT PERSON:

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

FOR COUNCIL MEETING OF: December 18, 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 three consultants to provide this service. To continue the services of Loralyn D Davis a contract amendment to \$160,000 is required.

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 classification. With vacant positions and a heavy workload, consultants have been used to provide the required fire reviews. Loralyn D. Davis has been under contract since 2000. Expenditures have been

\$86,000. We are anticipating requiring another \$74,000 in expenditures before the positions will be filled. Approval of a \$65,000 amendment to the \$95,000 contract, bringing the total to \$160,000, 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.

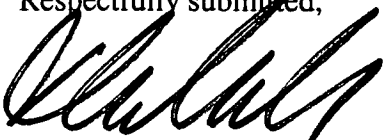
ENVIRONMENTAL CONSIDERATIONS:

There are no environmental considerations associated with this report.

ESBD EFFORTS:

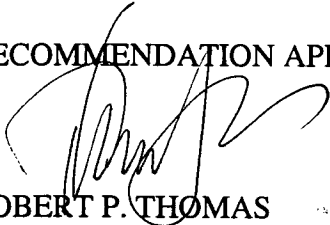
Loralyn D. Davis has submitted an application for city ESBD status.

Respectfully submitted,



DENNIS RICHARDSON
Chief Building Official

RECOMMENDATION APPROVED BY:



ROBERT P. THOMAS
City Manager

SUPPLEMENTAL AGREEMENT

Fire System Review
Purchase Order #: 2486120417

Date: December 2, 2001
Supplemental Agreement No.: 2

The City of Sacramento ("City") and Loralyn B. Davis ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2000-473, 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, 2002.
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 \$65,000.00 and said maximum not-to-exceed amount is amended as follows:

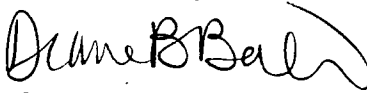
Agreement's original not-to-exceed amount:	<u>\$ 80,000.00</u>
Net change by previous supplemental agreements:	<u>\$ 15,000.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$ 95,000.00</u>
Increase/decrease by this supplemental agreement:	<u>\$ 65,000.00</u>
New not-to-exceed amount including all supplemental agreements:	<u>\$160,000.00</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.

Approval Recommended By:

Project Manager

Approved As To Form By:


Dep City Attorney

Approved By:


Consultant

Approved By:

City of Sacramento

Attested To By:

City Clerk

SUPPLEMENTAL AGREEMENT

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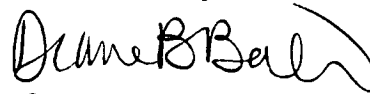
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