



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: November 8, 2016

TO: Mayor and Councilmembers

FROM: Building and Safety Division, Community Development Department

SUBJECT: Contract Amendments And Increases In Purchase Orders For Bureau Veritas and California Code Check For Contract Plan Review Services

RECOMMENDATION:

That Council approve the attached amendments to increase the following contract building permit plan review service Agreements: First Amendment to Agreement 25387 and the associated Purchase Order by \$90,000 for a total of \$160,000.00; and Third Amendment to Agreement 21500032 and the associated Purchase Order by \$90,000 for a total of \$240,000.00.

DISCUSSION:

In the Building Division's continued effort to meet performance objectives, provide excellent customer service and/or ensure proper review of complex projects, contracts are in place with two firms, Bureau Veritas and California Code Check. The requested total contract amount increases are directly related to continued demand for these plan review services, which have proven to benefit a broad cross-section of our customers, including developers of affordable housing, non-profit charitable organizations and private for-profit ventures. Without these contract services, project review and permitting timelines would become protracted during periods of high service demand. In other instances, when complex building structures are proposed, third-party review is required by qualified technical and/or engineering specialists.

BUDGET/FINANCIAL INFORMATION:

Funds have already been approved and appropriated by City Council in the Community Development Department's budget for Fiscal Year 2017.

ATTACHMENT:

1. First Amendment of Agreement 25387
2. Third Amendment of Agreement 21500032

Council Agenda Report
Contract Amendments And Increases In Purchase Orders For Bureau Veritas and
California Code Check For Contract Plan Review Services
November 8, 2016
Page 2

PREPARED BY: Andrew Stuffer, Chief Building Official

SUBMITTED BY: George Buell, Community Development Director

APPROVED BY: City Administrator's Office

First Amendment to
SANTA BARBARA CITY AGREEMENT NO. 25387
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____ by and between the

CITY OF SANTA BARBARA,
a municipal corporation, hereinafter
referred to as "City";

and

Bureau Veritas North America, Inc.,
a Delaware Corporation, referred to
herein as the "Contractor,"

WITNESSETH:

Whereas, the City requires the assistance of professional consultants, having the appropriate background, training, and experience necessary to assist the City to perform Building and Safety Division Services for plan review.

Whereas, the City and Contractor have entered into City of Santa Barbara Agreement No. 25387 for the performance of plan review services.

Whereas, Contractor has provided these services under the original Agreement. The City now wishes to revise the total compensation in order to allow for continued plan review. City shall compensate Contractor in accordance with this First Amendment.

Now, therefore, the City and Contractor agree that Agreement No. 25387 is amended to read as follows, all other provisions of the original agreement remain in full force and effect without amendment:

2. COMPENSATION

a. The original Contract amount of \$70,000.00 is increased by \$90,000.00 for a new not to exceed amount of \$160,000.00. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$160,000.00 without the express written approval of an authorized representative of the City. The basic contract is for \$160,000.00 and the total that may be claimed

for Extra Services under Section 3 of this Contract shall not exceed \$0.00. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by Department Head.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

**CITY OF SANTA BARBARA
A Municipal Corporation**

Bureau Veritas North America, Inc

George Buell
Community Development Director

Signature

Type or Print Name

ATTEST:

Title

Gwen Peirce, CMC
City Clerk Services Manager

Address

APPROVED AS TO CONTENT:

City, State Zip

Andrew Stuffer
Chief Building Official

Phone Number

APPROVED AS TO FORM:

Ariel Pierre Calonne
City Attorney

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Mark Howard
Risk Manager

Third Amendment to

SANTA BARBARA CITY AGREEMENT NO. 21500032

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____ by and between the

CITY OF SANTA BARBARA,
a municipal corporation, hereinafter referred to as "City";

and

California Code Check, a California Corporation, hereinafter referred to as "Contractor",

WITNESSETH:

Whereas, the City requires the assistance of professional consultants, having the appropriate background, training, and experience necessary to assist the City to perform Building and Safety Division Services for plan review, inspection and other Division services.

Whereas, the City and Contractor have entered into City of Santa Barbara Agreement No. 21500032 for the performance of inspection and plan review services.

Whereas, Contractor has provided these services under the original Agreement. The City now wishes to revise the total compensation in order to allow for continued plan review and inspection services. City shall compensate Contractor in accordance with this Third Amendment.

Now, therefore, the City and Contractor agree that Agreement No. 21500032 is amended to read as follows, all other provisions of the original agreement remain in full force and effect without amendment:

2. COMPENSATION

a. After two amendments, the current Contract amount is \$150,000.00. This third amendment will further increase the Contract amount by \$90,000.00 to a new total of \$240,000.00. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$240,000.00 without the express written approval of an authorized representative of the City. The basic contract is for \$240,000.00 and the total that may be claimed for Extra Services under Section 3 of

this Contract shall not exceed \$0.00. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by Department Head.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

CITY OF SANTA BARBARA
A Municipal Corporation

Name of Consultant/Firm

George Buell
Community Development Director

Signature

ATTEST:

Type or Print Name

Gwen Peirce, CMC
City Clerk Services Manager

Title

APPROVED AS TO CONTENT:

Address

Andrew Stuffer
Chief Building Official

City, State Zip

APPROVED AS TO FORM:
Ariel Pierre Calonne
City Attorney

Phone Number

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Mark Howard
Risk Manager