



AGENDA REPORT

Meeting Date: April 11, 2013
Item Number: F-9
To: Honorable Mayor & City Council
From: George Chavez, Community Development Assistant Director
Subject:

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JAS PACIFIC (FORMERLY KNOWN AS JAS PACIFIC, INC.) FOR PLAN REVIEW AND OTHER AS-NEEDED CONSULTING SERVICES, AND;

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$200,000 FOR THE SERVICES DESCRIBED FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$250,000.

Attachments: 1) Agreement

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 1 to the fiscal year 2011-12 agreement with its time of performance terminating on June 30, 2013, to be extended until fiscal year 2015-16. Staff is also recommending that a change order to the current purchase order be approved in the amount of \$200,000 to provide supplemental plan review engineering and building code consulting services, including administrative, inspection and code enforcement consulting services, in the total not-to-exceed amount of \$250,000 for the next three fiscal years.

INTRODUCTION

JAS Pacific has not only provided supplemental plan review engineering and building code consulting services but also administrative, inspection and code enforcement consulting services during peak periods of increased workload and limited staff resources. JAS Pacific is selected for this agreement as they specialize in engineering and consulting services for municipal governments. Their professional rates have been

held firm since inception of the Agreement in 2006. JAS Pacific has consistently provided high level of service to the City and its customers with its complete engineering consulting, including staffing support, and plan review services.

DISCUSSION

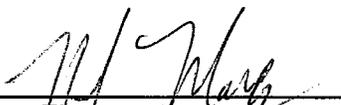
Due to reduction of plan review staff, changes and additions to the State building codes, including anticipated increases in development plan reviews; it is necessary for the Community Development Department's Development Services program to seek outside consulting services to accommodate increases in demand and to streamline development review services provided to the public, as necessary to meet development review turn-around times.

A comparative analysis of fees and services from similar professional engineering consulting services was performed and JAS Pacific was found to be competitive as an alternate source for engineering consulting services. Community Development Department has maintained technical code engineering service relationship with JAS Pacific since 2006. Their professional rates have been held firm since inception of the Agreement in 2006. JAS Pacific has not only learned the City's local code amendments as they apply to development plan review services but has installed the City's licensed plan review software plan review program e.g. ProjectDox by Avolve. JAS Pacific has consistently provided high level of service to the City and its customers with its complete engineering consulting, including staffing support, plan review services for building, all trades, and Green Building.

Staff is requesting approval for an amendment to the agreement extending the termination date from June 30, 2013, and increasing the consideration amount in the current agreement and purchase order from 50,000 to \$250,000 until June 30, 2016. As project development demands increase and augmenting existing staff resources becomes necessary, costs on the services described will be estimated annually and requested through the budget process to a not-to-exceed total amount of \$250,000 until 2016.

FISCAL IMPACT

The cost to perform the consultant engineering services by JAS Pacific for fiscal year 2012-13 has been approved as part of the Council approved budget for Community Development Department and will be offset by plan check revenues.



Finance Approval By:
Noel Marquis, Acting Director
Administrative Services Department



Approved by:
Susan Healy Keene, AICP
Director, Community Development
Department

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JAS PACIFIC (FORMERLY KNOWN AS JAS PACIFIC, INC.) FOR PLAN REVIEW AND OTHER AS-NEEDED CONSULTING SERVICES

NAME OF CONSULTANT: JAS Pacific

RESPONSIBLE PRINCIPAL OF CONSULTANT: J. Addison Smith, President

CONSULTANT'S ADDRESS: 201 North Euclid Avenue, Suite A
P.O. Box 2002
Upland, CA 91786
Attention: J. Addison Smith

CITY'S ADDRESS: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Attention: Susan Healy Keene, AICP
Director of Community Development

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2016 unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement: Not to exceed \$50,000.00 based on the rates set forth in Exhibit B

Amendment No. 1: Not to exceed \$200,000

Total: Not to exceed \$250,000

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JAS PACIFIC (FORMERLY KNOWN AS JAS PACIFIC, INC.) FOR PLAN REVIEW AND OTHER AS-NEEDED CONSULTING SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and JAS Pacific, formerly known as JAS Pacific, Inc. (hereinafter called "CONTRACTOR") dated July 26, 2011, and identified as Contract No. 268-11 as amended by letter dated June 6, 2012 to provide plan review and other as-needed consulting services ("Agreement"), copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY entered into the Agreement with CONTRACTOR to provide plan review and other as-needed consulting services July 26, 2011 which was amended by letter dated June 6, 2012. CONTRACTOR has changed its name from JAS Pacific, Inc. to JAS Pacific.

B. CITY desires to amend the company name, extend the term of the Agreement and increase the Consideration to compensate CONTRACTOR for additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The company name is hereby amended to read "JAS Pacific".

Section 2. The Termination Date shall be amended as set forth above.

Section 3. The Consideration shall be amended as set forth above.

Section 4. Section 3 of the Agreement entitled "Compensation" shall be amended to read as follows:

"(a) Compensation.

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

Section 5. Exhibit B, Schedule of Payment and Rates, shall be amended as attached hereto and incorporated herein.

Section 6. Except as specifically modified by this Amendment No. 1, the provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 2013, at Beverly Hills, California.

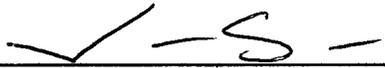
CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

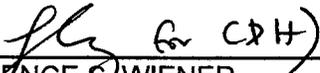
CONSULTANT: JAS PACIFIC



J. ADDISON SMITH
President & Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



SUSAN HEALY KEENE, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

SUPPORT STAFF

| | |
|--------------------------------------|-------------------|
| Certified Building Inspector | \$158.00 per hour |
| Certified Code Enforcement Officer | \$ 55.00 per hour |
| Permit Technician | \$40.00 per hour |
| Administrative Assistant | \$38.00 per hour |
| Mileage while performing inspections | \$0.48 per mile |

PLAN CHECK

CONTRACTOR shall outsource to subcontractors as required. Subcontractors shall bill at the same hourly fees as CONTRACTOR's personnel.

| | |
|---|------------------|
| Structural and Life, Safety and Occupancy | \$70.00 per hour |
| Structural Only | \$60.00 per hour |

For Inspection, Enforcement and Technician overtime hours, CONTRACTOR shall receive time and half.

CONTRACTOR may adjust the rates set forth in this Exhibit annually upon giving CITY thirty (30) days prior written notice.