

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew Fertal	From:	Susan Emery
Dept:	City Manager	Dept:	Community Development
Subject:	AMENDMENT OF THE WILLDAN CORPORATION CONTRACT FOR PLAN CHECK CONSULTING	Date:	July 14, 2009

OBJECTIVE

To request approval of an amendment to the agreement for plan review services with Willdan Corporation.

BACKGROUND

The Building Services Division is responsible for providing construction plan review services in order to assure the safety of building occupants within homes, workplaces, worship centers, and other buildings constructed within Garden Grove.

In November, 2005, the City Council approved a plan check consultant contract with Willdan Corporation. Since then, Willdan staff have been providing quality plan review services for complex construction projects on an "as-needed" basis, thereby enabling our City to respond quickly and effectively on Agency projects and during peak periods of plan review activity. The amendment to this contract is desired so we may continue to provide the level of plan review service expected by those we serve.

Willdan Corporation employs only trained California registered engineers, architects, and/or certified code professionals. They provide a comprehensive review of building, plumbing, mechanical, and electrical system plans for compliance to State and local codes. Willdan offices are located just outside Garden Grove city limits, making their staff available to our customers should issues arise.

DISCUSSION

The term of the contract amendment extends the original contract through June 30, 2010, with total compensation not to exceed One Hundred Twenty-six Thousand and One Hundred (\$126,100) dollars for Fiscal Year 2009/10, which is funded entirely with plan check fees paid by developers or the Agency. This is a reduction in compensation from \$238,000 annually in the original contract, due to a decrease in demand for plan check services.

AMENDMENT OF THE WILLDAN CORPORATION
CONTRACT FOR PLAN CHECK CONSULTING
July 14, 2009
Page 2

The Amendment to the Agreement has been reviewed and approved by the City Attorney and a signed copy of the Amendment is attached for execution.

FINANCIAL IMPACT

The amendment to the contract has a total compensation not to exceed One Hundred Twenty-six Thousand and One Hundred (\$126,100) dollars, which is funded entirely with plan check fees paid by developers or the Agency.

There will be no impact upon the General Fund.

COMMUNITY VISION IMPLEMENTATION

A high quality and expedient plan review service contributes to achieving our community goal to "ensure quality housing within the community without unduly burdening existing residents." A code compliant building design insures occupant safety while keeping construction costs as low as possible.

RECOMMENDATION

It is recommended that the City Council:

- Approve the amendment to the agreement
- Authorize the City Manager to execute the amendment on behalf of the City Council.

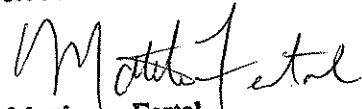


SUSAN EMERY
Community Development Director



By: Grant Raupp
Administrative Analyst

Recommended for Approval



Matthew Fertal
City Manager

Attachment: Amendment 2 to Willdan Agreement

CITY OF GARDEN GROVE

AMENDMENT NO. 2

Plan Check Services

This Amendment No. **2** to Agreement for **Plan Check Services** is made and entered into this 14 day of July 2009, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **WILLDAN ENGINEERING**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **08-2466**, dated **November 6, 2007** for Plan Check Services (the "Existing Contract").

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0, Term and Termination of the Existing Contract, shall be amended as follows:

This Amendment No.2 hereby extends the performance period to cover services rendered from **July 1, 2009** through **June 30, 2010**.

Section 3.0. COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the hourly rates set forth in Exhibit C to Contract No. 08-2466. In no event shall compensation for the extended performance period exceed the total amount of **\$126,100**.

For the purposes of this Amendment No. 2 and Contract No. 08-2466, all prior references to "Willdan Corporation" shall be deemed to read "Willdan Engineering."

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
WILLDAN ENGINEERING

By: David L. Hunt

Name: David L. Hunt

Title: Sr. Vice President

Date: 6/25/09

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

6/24/09
Date