



Agenda Item # _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Fahey and Members of the City Council

THROUGH: Geoff Dolan, City Manager

FROM: Richard Thompson, Director of Community Development Department
Carol Jacobson, Building Official

DATE: June 21, 2005

SUBJECT: Consideration to Award a Contract to Melad and Associates for Building Plan Review, Fire Protection Plan Review, Building Inspection, and Other Related Services

RECOMMENDATION:

Staff recommends that the City Council award a contract to Melad and Associates to provide building plan review, fire protection plan review, building inspection, and other related services.

FISCAL IMPLICATION:

Sufficient funds are included in the budget for plan review and inspection services. The contract provides that the City would continue to pay the consultant 55% of the permit fee based on the 2001 California Building Code schedule. Therefore, the revenue the City receives from the permit fees cover the cost of plan check and inspection services.

BACKGROUND:

The City provides plan review and inspection services. Historically, the City has contracted for professional services to meet fluctuating demands during high construction periods, heavy workloads, vacations, and vacancies in order to provide development services to contractors in a timely manner. In addition to plan checking and inspection services, the contractor should be able to provide other building services as needed such as a counter technician, quality control inspector, and full time building inspection service. Also, additional specialized inspection services are needed for the Police and Fire Facility.

The City reviewed and issued over 1,000 remodel permits, reviewed and issued almost 200 new home permits, and performed over 18,000 inspections last year. In-house staff reviews approximately 72% of all of these plans; the consultant reviews approximately 28%. Melad and Associates have provided these services to the City for over 10 years.

DISCUSSION:

On April 8, a Request for Proposal (RFP) was sent to nine agencies. Five proposals were submitted to the City for consideration.

The five agencies that responded to the RFP were: Bureau Veritas, California Code Check, Hayer Consultants, Melad and Associates, and Willdan. Staff contacted each firm and discussed the proposals.

The City of Manhattan Beach Request for Proposal guidelines states that professional services contracts are for services of specially trained and professional persons. Professional services are exempted from the bidding process, however, any contract of \$20,000 or more requires Council approval. Thus, although cost is considered, other aspects need to be considered as well. Staff considered the following factors in making its recommendation: *scope of services, experience, adequate staffing, cost, demonstrated capability, and familiarity with City’s codes and procedures.*

The consultant must provide the following services as needed:

- Building, plumbing, mechanical, electrical, energy, disabled access review
- Fire life safety including California Code of Regulations for Fire, Health and Safety, Building, Plumbing, Mechanical, Electrical codes, Municipal code, Uniform Fire Code, National Fire Protection Association standards, fire protection systems and fire alarm systems review.
- Inspections for building construction codes, quality control, code enforcement
- Counter Technician and Plan Check Engineer support and back up

Evaluation

	Plan Checkers	Counter Techs	Inspectors Qualifications	Fire Review Qualifications
Bureau Veritas	Yes	Yes	No resumes provided	Good
Calif Code Check	Yes	Yes	No resumes provided	No resumes provided
Hayer	Yes	Yes	Good	Good
Melad	Yes	Yes	Good – Familiar with City’s codes, procedures, and structures	Excellent – Familiar with City’s more complex facilities
Willdan	Yes	Yes	Good	Moderate

	Plan Check Fee \$500K Value	Bldg Inspector Hourly	Counter Tech Hourly	Meeting Fee?
Bureau Veritas	\$1207	\$75-90	\$75	No
Calif Code Check	\$2816	N/A	N/A	No
Hayer	\$1690	\$44	\$38	Yes, \$58/hour + travel time
Melad	\$1779	\$50	\$35	No
Willdan	\$2816	\$80-90	\$60	No

Melad and Associates originated in 1981 and is located in Huntington Beach. They specialize in providing plan checking and building inspection services to municipal jurisdictions in southern California. They have worked with the City of Manhattan Beach for over 10 years. They have demonstrated capability to review all types of plans in a responsive, reliable, professional, and detailed manner. They are familiar with the City’s codes and procedures.

The Fire Department expressed confidence in Melad’s Fire Plan Check staff, who is quite knowledgeable and familiar with such issues as the Raleigh Manhattan Beach movie studios; the new Fire-Police Safety Facility that is under construction; Northrop Grumman facility’s research, development, and manufacturing areas using hazardous chemicals, their special requirements for the semi-conductor process and its “clean” rooms; and various other target hazards within the City.

Architects, designers, developers, and builders are extremely appreciative of the accelerated plan check service offered by Melad. Melad provides initial fast track plan check comments within 5 work days and follow up rechecks within 3 work days. Residential plan reviews are normally completed in 2 weeks initially and then, about one week for rechecks. Additionally, City staff appreciates how thorough and detailed the plan reviews are from Melad and Associates.

Melad is able to provide competent, qualified, and experienced professionals for unique needs, such as the Quality Control Inspector for the Fire and Police Safety Facility, which is still under construction. Because this facility provides emergency services to the public, the Building Code considers it an “essential facility” requiring more detailed inspections. It is important to provide consistent continuous inspections.

CONCLUSION:

Although Melad and Associates provide competitive pricing, they do charge more for plan check services than two other firms. However, Melad provides all building services, which the other companies do not, and in some cases provides these services for less cost. They have 10 years of experience and reliability with the City of Manhattan Beach. Their conservative approach and attention to detail provide responsible plan checking, inspections, and other services. Melad’s Fire Plan Review staff is familiar and knowledgeable with the City’s more complex structures. With the

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Police and Fire Facility still under construction, it is essential to provide consistent quality control inspections. Melad provides the full array of services needed for the City of Manhattan Beach.

The City Attorney has reviewed and approved the contract as to form.

Attachments: Exhibit 1 Proposed contract with Melad and Associates

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2005, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and MELAD AND ASSOCIATES, to provide building and fire plan check as well as a building inspection and code enforcement services, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to employ the services of a contractor to provide professional services involving providing plan checking and inspection services of proposed building construction as described in Exhibit A - Scope of Work for Building and Fire Protection Plan Check and Building Inspection and Other Related Services Contract.
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall terminate on June 30, 2008, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice. Upon receipt of a termination notice, CONTRACTOR shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement to CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. **Services to be Provided.** The services to be performed by CONTRACTOR

shall be those set forth in Exhibit “A”, which is attached hereto and incorporated herein by this reference

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 Amount.

(1) Building Plan Review. CITY agrees to pay CONTRACTOR for plan review services, fees consisting of 55% percent of the building permit fee as established in Table 1-A of the California Building Code. Building project valuations to be used to determine fees shall be those established by the City of Manhattan Beach. For plan review of repetitive identical buildings, such as tracts, apartment complexes for plan review of structurally modified elevation variations for a tract model building, compensation shall be fifteen percent (15%) of the building permit fee, as specified above for each subsequent building, for such modification. The hourly rate for plan check services will be \$60.00/hour when not using the valuation method as determined by the Building Official of the City of Manhattan Beach. The hourly rate for a plan check engineer at the public counter will be \$60.00 when requested by the Building Official.

(2) Fire Code Plan Review. CONTRACTOR’S compensation shall be fifty-two percent (52%) for fire protection systems and twenty-four percent (24%) for Fire Code related building plan review, with a minimum of \$100.00 and \$150.00 respectively of the building permit fee, as specified in Section (1) above. For plan review of repetitive identical buildings, such as tracts, apartment complexes or industrial tracts, CONTRACTOR’S compensation shall be as specified for the first building; but for subsequent identical variations for a tract model building, compensation shall be thirteen percent (13%) for fire protection systems and six percent (6%) for Fire Code related building plan review of the building permit fee, as specified in Section (1) above, for each subsequent building, for each modification. The hourly rate for Plan Check Services shall be \$60.00/hour when not using the valuation method as determined by the Building Official of the City of Manhattan Beach.

(3) Building Inspection, Code Enforcement and Permit Technician Services. CONTRACTOR’S compensation for building inspection services shall be \$50.00 per hour for a Combination Building

Inspector or Code Enforcement Inspector. In addition, the contractor shall be compensated \$.35 (35 cents) per mile of travel within the City of Manhattan Beach limits for inspection purposes. Compensation for Permit Technician shall be \$35.00 per hour.

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required.

3.3 Expenses. CONTRACTOR shall not be entitled to any additional compensation for expenses.

4. **Professional Standards**. CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. **Time of Performance**. CONTRACTOR shall complete all services required hereunder as and when directed by CITY as set forth in Exhibit "A". However, CITY in its sole discretion, may extend the time for performance of any service.

6. **Employees and Subcontractors**. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such other person(s) as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. **Insurance Requirements**.

7.1 Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of

the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONTRACTOR shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR); or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONTRACTOR shall, for purposes of copyright law, be deemed works made for hire for CITY by CONTRACTOR as CITY'S employee(s) for hire and shall be the sole property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement and per Exhibit "A".

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONTRACTOR is as follows:

Melad and Associates
8907 Warner Avenue, Suite 161
Huntington Beach, CA 92647

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266

15. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that:

- (1) it has investigated the work or plans to be reviewed or inspected; and
- (2) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, or any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.

19. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

20. **Indemnification.** CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees

arising out of, or in any way connected with performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

21. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.

22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

25. **Entire Agreement.** or in writing, between the parties Eachhereunder, the parties agree that the prevailing party to this Agreement acknowledges that representations by any party.

26. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

By _____

CITY OF MANHATTAN BEACH

By _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

SCOPE OF WORK FOR BUILDING AND FIRE PROTECTION PLAN CHECK
AND
BUILDING INSPECTION AND OTHER RELATED SERVICES

THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

SECTION 1. DEFINITIONS

"CONTRACTING OFFICER" shall mean the City Manager or his/her designated representative, the Building Official.

SECTION 2. CONTRACT ADMINISTRATION

The City Manager or his/her designated representative, Building Official, is the designated CONTRACTING OFFICER.

The CONTRACTING OFFICER, or his/her designee will chair contract progress meetings and will coordinate the City's contract administration functions. The Building Official is designated to receive and approve for payment, Contractor invoices, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. Changes to the contract shall be authorized only by the City Manager.

SECTION 3. DESIGNATION OF CONTRACTOR

- (a) CITY does hereby appoint Melad and Associates to provide professional services for the inspection and plan review, and fire protection plan review of proposed building construction for conformance to regulations contained in the State mandated Building, Plumbing, Mechanical and Electrical Codes, as those codes are amended by the CITY; in State laws governing energy conservation in buildings, provisions for access to buildings by disabled persons and provisions to attenuate noise in buildings; to perform additional work when requested by CITY; and to perform all of the above-described work in accordance with the terms and conditions hereinafter set forth.

SECTION 4. DUTY OF CONTRACTOR

CONTRACTOR shall, in good performance and professional manner and at its own cost and expense, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the services required of CONTRACTOR by this Contract.

SECTION 5. WORK REQUIRED OF CONTRACTOR

CONTRACTOR agrees to do and perform the work described in that certain document entitled Scope of Work for Building and Fire Protection Plan Check Services and Scope of Work for Building Inspection and Code Enforcement Services, attached hereto and by this reference thereto incorporated herein as though fully set forth herein.

SECTION 6. PERFORMANCE TO SATISFACTION OF CONTRACTING OFFICER

CONTRACTOR agrees to perform all work to the complete satisfaction of CONTRACTING OFFICER and within the time hereinafter specified. Evaluations of the work will be done by the CONTRACTING OFFICER or designated staff. If the quality of work is not satisfactory, the CONTRACTING OFFICER has the right to: (1) meet with CONTRACTOR to review the quality of the work and resolve matters of concern; (2) require CONTRACTOR to repeat the work at no additional fee until it is satisfactory; (3) suspend the CONTRACTOR services for an indefinite time; and (4) terminate the contract as hereinafter set forth.

The phrase "perform all work to the complete satisfaction of the CONTRACTING OFFICER" is defined to mean: "That there will be no major omissions or deficiencies in inspection or in plan checking of - type of construction, allowable area, height, occupancy separation, exterior wall and opening protection, exit requirements, life-safety and engineering requirements, energy, disabled access regulations, electrical and plumbing mechanical requirements (see "Scope of Work" for more information).

SECTION 7. DISTRIBUTION OF WORK

CITY shall distribute work to CONTRACTOR in reasonable amounts and with timing at City's sole discretion. CITY is not obligated to assign any minimum amount of work or to guarantee a minimum amount of fees to CONTRACTOR during the contract or any subsequent extensions thereof.

SECTION 8. ACCEPTANCE OF WORK

CONTRACTOR will not be obligated to accept work from the City. However, if CONTRACTOR accepts work, CONTRACTOR shall be obligated to complete the work in accordance with the terms of this contract. For the purpose of this contract, if the City does not receive notice of non-acceptance from the CONTRACTOR within one (1) working day of notifying the CONTRACTOR, CITY shall deem that CONTRACTOR has accepted the project.

SECTION 9. TIME OF THE CONTRACT AND FOR COMPLETION OF WORK - EXTENSIONS

All services required by this Contract shall be satisfactorily completed within the time limits as mandated by the Building Official. This Contract shall be in effect until June 30, 2005, and shall commence on date of execution.

Any delay occasioned by causes beyond the control of CONTRACTOR shall be reason for the granting of extension of time for the completion of the aforesaid work. When such delay occurs, CONTRACTOR shall immediately notify CONTRACTING OFFICER in writing of the cause and the extent of the delay, whereupon CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in his judgment, such extension is justified. The findings of fact on such issue made by the CONTRACTING OFFICER shall be final and conclusive as to the parties.

CITY shall have the right to order that work on any project continue beyond the termination of this Contract until the work is finished.

SECTION 10. WORK TO BE PERFORMED BY CITY

On its part, CITY agrees to do and perform the work and/or furnish the material and services at no cost to CONTRACTOR as set forth under the appropriate headings in the document marked "Scope of Work" and attached hereto and will furnish at no cost to CONTRACTOR any records which, CONTRACTOR finds through research, affect the work:

- (a) Prior plans, calculations, soil reports required for alterations to existing building.
- (b) Correction notices and other City official documentation.
- (c) CITY Ordinances and Municipal Codes and Department of Community Development procedures affecting inspection or plan review services.

SECTION 11. RIGHT TO STOP WORK

The CONTRACTING OFFICER may order the CONTRACTOR to suspend or delay the plan review or inspection services. CONTRACTOR shall immediately stop work, and return to CONTRACTING OFFICER all plan review or inspection documents.

SECTION 12. INVOICES AND PAYMENTS

- (a) An original invoice shall be submitted monthly to:

Building Official
Department of Community Development, Building Division
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266

- (b) The invoice must show information regarding the number of hours of each working day and copies of the time cards are required to be attached to the invoice.
- (c) Payment shall be Net thirty (30) days from receipt and approval of the invoice unless otherwise stated.

SECTION 13. CONFLICT OF INTEREST

No person performing services for CITY in connection with this Contract shall have a financial or other personal interest other than his or her employment or retention by CITY in any contract or subcontract in connection with this Contract. No officer or employee of such person retained by the CITY shall have any financial or other personal interest in any real property in which the building site of said property is being reviewed or inspected in connection with this Contract.

- (a) CONTRACTOR shall not knowingly recommend approval of inspections or plan reviews that do not meet CITY ordinances and standards without advising CITY clearly when nonstandard plan reviews or inspections are performed. CITY may reject the recommendation.
- (b) CONTRACTOR shall not accept for plan review or inspection any building site for any construction contractors or sub-contractors, owners, engineers, architects or designers where past relationships between such construction contractors or sub-contractors, owners, engineers, architects or designers could lead to doubt of objectivity in the building site plan review or inspection process.
- (c) CONTRACTOR shall not use the position as plan checker or inspector to further his/her own interest or use knowledge gained in the plan review process to the disadvantage of the construction contractors or sub-contractors, owners, engineers, architects or designers of the

building site, nor should this knowledge be used to create an unfair advantage for CONTRACTOR over the construction of the building sites.

- (d) CONTRACTOR shall not enter into any inspection or design contract relating to real property within the City of Manhattan Beach after execution of this contract.

SECTION 14. SEVERABILITY CLAUSE

In the event any provision of this Contract shall be held to be invalid and unenforceable, the other provisions of this Contract shall, nevertheless, be valid and binding on the parties hereto.

SECTION 15. SURVIVAL

The provisions of Section 13 -- Conflict of Interest; and Section 17 -- Findings Confidential, shall survive any termination of this Contract.

SECTION 16. DISPUTES

Any dispute concerning a question of law or fact arising under this contract which is not disposed of by written Contract shall be decided by the CONTRACTING OFFICER, who shall furnish the decision to the CONTRACTOR in writing. The decision of the CONTRACTING OFFICER shall be subject to review by a court of competent jurisdiction. The CONTRACTOR shall proceed diligently with the performance of the contract pending the CONTRACTING OFFICER'S decision and any subsequent review by a court of competent jurisdiction.

SECTION 17. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given or prepared or assembled by the CONTRACTOR under this Contract which the CITY requests to be kept as confidential shall not be made available to any individual or organization by the CONTRACTOR without prior written approval of the CITY.

SECTION 18. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

Neither this Agreement or any portion shall be assigned by CONSULTANT without prior written consent of CITY.

The parties hereto have caused this Contract to be executed on the date first above written.

**SCOPE OF WORK
FOR
BUILDING AND FIRE PROTECTION PLAN CHECK**

The City of Manhattan Beach, Department of Community Development (DCD),. needs the services of engineering and fire protection plan check firms, such as the CONTRACTOR, to review and check building plans, structural design calculations, and material specifications for structures proposed for construction, as well as fire protection system plans, design calculations, and materials specifications in the CITY. The purpose of the contract is to provide extra plan checking staff necessary to handle heavy workloads in order to ensure that building plans are checked within an acceptable period of time after submittal, without the necessity of hiring additional CITY staff to handle periods of heavy workloads.

QUALIFICATIONS

CONTRACTOR must be qualified to review and check plans for completeness and correctness based on the California Building Code, California Mechanical Code, California Electrical Code and the California Plumbing Code, California Fire Code and other applicable ordinances as adopted by the City of Manhattan Beach, as well as disabled access, and energy conservation regulations of the State of California. CONTRACTOR is to use existing CITY forms or to develop correction sheets which meet with the approval of DCD and shall maintain written lists of corrections needed to make plans conform to codes and regulations. Individuals who perform plan check functions shall be registered as civil engineers or structural engineers by the State of California. Such individuals must also be experienced in structural design and code requirements. Individuals who perform Fire Protection plan check function shall be experienced in the Fire Protection requirements as stated in the California Building and Fire Codes, as well as National Fire Protection Association (NFPA).

SERVICES

CONTRACTOR is to provide all labor and technical, administrative, professional and other personnel; all supplies, materials, equipment and all other resources necessary to perform the specified work. CITY informational handouts will be made available to the CONTRACTOR.

WORK REQUIRED

1. Review for completeness and correctness building designs as defined by drawings, specifications, design calculations, and reports and perform rechecks of corrected plans. Correctness and completeness is to be based on latest CITY adopted version of applicable State Construction Codes, California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, Disabled Access and Energy Conservation Regulations mandated by the State of California Administrative Code (Title 24), City ordinances and department policies.

2. Develop and furnish to the CITY legible written lists (two copies) of corrections so plans will comply with specified codes and regulations.
3. Consult with the CITY and/or the designer of the proposed building, in order to facilitate correction by the designer of the calculations, drawings, and specifications. CONTRACTOR is to submit two copies of all such correction lists to the CITY.

EXTRA WORK

The CONTRACTOR shall not perform extra work without written authorization from the CITY.

SERVICE LEVEL GOALS AND TIME LIMITS FOR PERFORMANCE

1. The CONTRACTOR shall provide adequate resources to achieve the following service delivery goals for timely performance of the CONTRACTOR'S WORK.

<u>TYPE OF PLAN</u>	<u>ITEM</u>	<u>SERVICE DELIVERY GOALS</u>	
		<u>IN WORKDAYS:</u>	
		<u>INITIAL CHECK</u>	<u>RECHECK</u>
Tenant improvements		7	5
Major Tenant improvements over \$500,000 valuation		10	7
Residential addition and/or accessory building	7	5	
Single Family dwelling		10	7
Duplex dwelling		10	7
3 to 8 unit dwelling		14	10
More than 9 unit dwelling		14	10
Non-dwelling projects (commercial/industrial buildings)	14	10	
Very complex project (i.e., high-rise building) (As agreed by the CITY and the CONTRACTOR.)			
Fire Prevention System		7	5
Fire Code-related Building Plan review		7	5

2. Definition of Workday:

For the purpose of measuring performance the workdays specified above do not include Saturdays, Sundays, or CITY Holidays. Workday measurement starts the next business day after the CONTRACTOR has picked up plans from the CITY, and includes the day of delivery to CITY office.

LOCATION OF WORK

Plans are to be checked at CONTRACTOR'S place of business. This provision applies to rechecks as well as initial checks. CONTRACTOR is to pick plans up from CITY office at 1400 Highland Avenue, Manhattan Beach, California, and to delivery completed plans, letters, and lists of corrections to CITY at the same address at which plans were picked up. Consultations with designer, when requested by the CONTRACTING OFFICER, will be conducted at CONTRACTOR'S place of business or the CITY office.

SCOPE OF WORK
FOR
BUILDING INSPECTION AND OTHER RELATED SERVICES

The City of Manhattan Beach, Department of Community Development (DCD), needs the services of building construction firms, such as the CONTRACTOR, to inspect building construction sites, building plans, structural design calculations, and material specifications for structures proposed for construction in the City. The purpose of the contract is to provide the extra building construction staff necessary to handle heavy workloads in order to insure that building construction sites are inspected within the acceptable Building and Safety Division Inspection Procedures, without the necessity of hiring additional City staff to handle periods of heavy workloads.

QUALIFICATIONS

CONTRACTOR must be qualified to inspect building construction sites for completeness and correctness based on the California Building Code, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Buildings, California Mechanical Code, California Electrical Code and the California Plumbing Code and other applicable codes and ordinances as adopted by the City of Manhattan Beach as well as disabled access, and energy conservation regulations of the State of California. CONTRACTOR is to use existing City forms which meet with the approval of DCD and shall maintain written lists of corrections needed to make building construction sites conform to codes and regulations. Individuals who perform inspection functions shall be qualified by training, experience and shall be certified by the International Conference of Building Officials as a Building Inspector and as a Combination Dwelling Inspector. These individuals may also be required by the Building Official to “ride along” with City Inspectors for up to 3 days prior to performing inspections for the City. Such “ride alongs” will be at the CONTRACTOR’S expense. The purpose of the “ride along” is to familiarize the Contract Inspector with City procedures and layout. When requested, such individual shall attend Building and Safety Division staff meetings in order to be familiar with the City of Manhattan Beach Building and Safety Division procedures, policies and in-house training. Such individual must also be experienced in structural inspection and code requirements.

SERVICES

CONTRACTOR is to provide all labor and technical personnel; all supplies, materials, equipment and all other resources necessary to perform the specified work. City forms and information handouts will be made available to the CONTRACTOR.

WORK REQUIRED

Upon not less than twenty-four (24) hours notice by CITY, CONTRACTOR will perform inspections for CITY as follows:

- (a) Meet with members of the general public and CITY staff on a daily basis "if required" in the CITY offices.
- (b) Inspect building construction sites for compliance with Codes and CITY Ordinances as adopted by the CITY or as mandated by Federal and State requirements, as directed by the Building Official.
- (c) Write correction notices as necessary; prepare correspondence and follow-up reports and phone calls as needed; make entries of inspection results in permit files; and keep records as may be needed for the efficient and effective operation of the CITY.

EXTRA WORK

The CONTRACTOR shall not perform extra work without written authorization from the CITY.