

1 AGREEMENT

2 33768

3 THIS AGREEMENT is made and entered, in duplicate, as of January 29,
4 2015, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on January 6, 2015, by and between
6 JASON ADDISON SMITH CONSULTING SERVICES, INC. DBA JAS PACIFIC, a
7 California corporation ("Consultant"), with a place of business at 4295 Jurupa, Suite 203,
8 Ontario, California 91761, and the CITY OF LONG BEACH, a municipal corporation
9 ("City").

10 WHEREAS, City requires specialized services requiring unique skills to be
11 performed in connection with as-needed plan review and inspection services ("Project");
12 and

13 WHEREAS, City has selected Consultant in accordance with City's
14 administrative procedures and City has determined that Consultant and its employees
15 are qualified, licensed, if so required, and experienced in performing these specialized
16 services; and

17 WHEREAS, City desires to have Consultant perform these specialized
18 services, and Consultant is willing and able to do so on the terms and conditions in this
19 Agreement;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay
26 for these services in the manner described below, not to exceed Two Hundred
27 Fifty Thousand Dollars (\$250,000), at the rates or charges shown in Exhibit "B".

28 B. The City's obligation to pay the sum stated above for any one

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fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 January 7, 2015, and shall terminate at 11:59 p.m. on January 6, 2017, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The parties have the option to extend the term for two (2) additional
8 one-year periods.

9 3. COORDINATION AND ORGANIZATION.

10 A. Consultant shall coordinate its performance with City's
11 representative, if any, named in Exhibit "C", attached to this Agreement and
12 incorporated by this reference. Consultant shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to
14 assist City's representative in making presentations and in holding meetings on
15 the Project. City shall furnish to Consultant information or materials, if any,
16 described in Exhibit "D", attached to this Agreement and incorporated by this
17 reference, and shall perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Consultant's key
20 employee, J. Addison Smith. City shall have the right to approve any person
21 proposed by Consultant to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Consultant shall have control of Consultant's work and
25 the manner in which it is performed. Consultant shall be free to contract for similar
26 services to be performed for others during this Agreement; provided, however, that
27 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
28 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from

1 Consultant's compensation; (b) City will not secure workers' compensation or pay
2 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
3 and Consultant is not entitled to any of the usual and customary rights, benefits or
4 privileges of City employees. Consultant expressly warrants that neither Consultant nor
5 any of Consultant's employees or agents shall represent themselves to be employees or
6 agents of City.

7 5. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
10 duration of this Agreement, from insurance companies that are admitted to write
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best
12 Company or from authorized non-admitted insurance companies subject to
13 Section 1763 of the California Insurance Code and that have ratings of or
14 equivalent to A:VIII by A.M. Best Company, the following insurance:

15 (a) Commercial general liability insurance (equivalent in scope to
16 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
17 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
18 coverage shall include but not be limited to broad form contractual liability,
19 cross liability, independent contractors liability, and products and
20 completed operations liability. City, its boards and commissions, and their
21 officials, employees and agents shall be named as additional insureds by
22 endorsement (on City's endorsement form or on an endorsement
23 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
24 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
25 CG 20 37 07 04), and this insurance shall contain no special limitations on
26 the scope of protection given to City, its boards and commissions, and
27 their officials, employees and agents. This policy shall be endorsed to
28 state that the insurer waives its right of subrogation against City, its boards

1 and commissions, and their officials, employees and agents.

2 (b) Workers' Compensation insurance as required by the California
3 Labor Code and employer's liability insurance in an amount not less than
4 \$1,000,000. This policy shall be endorsed to state that the insurer waives
5 its right of subrogation against City, its boards and commissions, and their
6 officials, employees and agents.

7 (c) Professional liability or errors and omissions insurance in an
8 amount not less than \$1,000,000 per claim.

9 (d) Commercial automobile liability insurance (equivalent in scope
10 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
11 amount not less than \$500,000 combined single limit per accident.

12 B. Any self-insurance program, self-insured retention, or
13 deductible must be separately approved in writing by City's Risk Manager or
14 designee and shall protect City, its officials, employees and agents in the same
15 manner and to the same extent as they would have been protected had the policy
16 or policies not contained retention or deductible provisions.

17 C. Each insurance policy shall be endorsed to state that
18 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
19 days prior written notice to City, shall be primary and not contributing to any other
20 insurance or self-insurance maintained by City, and shall be endorsed to state that
21 coverage maintained by City shall be excess to and shall not contribute to
22 insurance or self-insurance maintained by Consultant. Consultant shall notify City
23 in writing within five (5) days after any insurance has been voided by the insurer or
24 cancelled by the insured.

25 D. If this coverage is written on a "claims made" basis, it must
26 provide for an extended reporting period of not less than one hundred eighty (180)
27 days, commencing on the date this Agreement expires or is terminated, unless
28 Consultant guarantees that Consultant will provide to City evidence of

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

3 E. Consultant shall require that all subconsultants or contractors
4 that Consultant uses in the performance of these services maintain insurance in
5 compliance with this Section unless otherwise agreed in writing by City's Risk
6 Manager or designee.

7 F. Prior to the start of performance, Consultant shall deliver to
8 City certificates of insurance and the endorsements for approval as to sufficiency
9 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
10 the insurance, furnish to City certificates of insurance and endorsements
11 evidencing renewal of the insurance. City reserves the right to require complete
12 certified copies of all policies of Consultant and Consultant's subconsultants and
13 contractors, at any time. Consultant shall make available to City's Risk Manager
14 or designee all books, records and other information relating to this insurance,
15 during normal business hours.

16 G. Any modification or waiver of these insurance requirements
17 shall only be made with the approval of City's Risk Manager or designee. Not
18 more frequently than once a year, City's Risk Manager or designee may require
19 that Consultant, Consultant's subconsultants and contractors change the amount,
20 scope or types of coverages required in this Section if, in his or her sole opinion,
21 the amount, scope or types of coverages are not adequate.

22 H. The procuring or existence of insurance shall not be
23 construed or deemed as a limitation on liability relating to Consultant's
24 performance or as full performance of or compliance with the indemnification
25 provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement

1 was and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior
4 approval of City, except that Consultant may with the prior approval of the City Manager
5 of City, assign any moneys due or to become due Consultant under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Consultant shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section
11 shall prevent Consultant from employing as many employees as Consultant deems
12 necessary for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this
14 Agreement, certifies that, at the time Consultant executes this Agreement and for its
15 duration, Consultant does not and will not perform services for any other client which
16 would create a conflict, whether monetary or otherwise, as between the interests of City
17 and the interests of that other client. And, Consultant shall obtain similar certifications
18 from Consultant's employees, subconsultants and contractors.

19 8. MATERIALS. Consultant shall furnish all labor and supervision,
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services
21 necessary to or used in the performance of Consultant's obligations under this
22 Agreement, except as stated in Exhibit "D".

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in
25 connection with this Agreement, including but not limited to documents, estimates,
26 calculations, studies, maps, graphs, charts, computer disks, computer source
27 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
28 information, material and memorandum ("Data") shall be the exclusive property of City.

1 Data shall be given to City, and City shall have the unrestricted right to use and disclose
2 the Data in any manner and for any purpose without payment of further compensation to
3 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
4 Data shall not be made available to any person or entity for use without the prior approval
5 of City. This warranty shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior written notice to the other party. In the event of termination under this Section, City
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the
10 effective date of termination for which Consultant has not been previously paid. The
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
12 effective date of termination, Consultant shall deliver to City all Data developed or
13 accumulated in the performance of this Agreement, whether in draft or final form, or in
14 process. And, Consultant acknowledges and agrees that City's obligation to make final
15 payment is conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course
18 of performing its services, during the term of this Agreement and for five (5) years
19 following expiration or termination of this Agreement. In addition, Consultant shall keep
20 confidential all information, whether written, oral or visual, obtained by any means
21 whatsoever in the course of performing its services for the same period of time.
22 Consultant shall not disclose any or all of the Data to any third party, or use it for
23 Consultant's own benefit or the benefit of others except for the purpose of this
24 Agreement.

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

4 A. Any costs incurred by City due to Consultant's failure to meet
5 the standards required by the scope of work or Consultant's failure to perform fully
6 the tasks described in the scope of work which, in either case, causes City to
7 request that Consultant perform again all or part of the Scope of Work shall be at
8 the sole cost of Consultant and City shall not pay any additional compensation to
9 Consultant for its re-performance.

10 B. If the Project involves construction and the scope of work
11 requires Consultant to prepare plans and specifications with an estimate of the
12 cost of construction, then Consultant may be required to modify the plans and
13 specifications, any construction documents relating to the plans and specifications,
14 and Consultant's estimate, at no cost to City, when the lowest bid for construction
15 received by City exceeds by more than ten percent (10%) Consultant's estimate.
16 This modification shall be submitted in a timely fashion to allow City to receive new
17 bids within four (4) months after the date on which the original plans and
18 specifications were submitted by Consultant.

19 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
20 amended, nor any provision or breach waived, except in writing signed by the parties
21 which expressly refers to this Agreement.

22 15. LAW. This Agreement shall be construed in accordance with the
23 laws of the State of California, and the venue for any legal actions brought by any party
24 with respect to this Agreement shall be the County of Los Angeles, State of California for
25 state actions and the Central District of California for any federal actions. Consultant
26 shall cause all work performed in connection with construction of the Project to be
27 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
28 federal, state, county or municipal governments or agencies (including, without limitation,

1 all applicable federal and state labor standards, including the prevailing wage provisions
2 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
3 regulations of any fire marshal, health officer, building inspector, or other officer of every
4 governmental agency now having or hereafter acquiring jurisdiction.

5 16. PREVAILING WAGES.

6 A. Consultant agrees that all public work (as defined in California
7 Labor Code section 1720) performed pursuant to this Agreement (the "Public
8 Work"), if any, shall comply with the requirements of California Labor Code
9 sections 1770 *et seq.* City makes no representation or statement that the Project,
10 or any portion thereof, is or is not a "public work" as defined in California Labor
11 Code section 1720.

12 B. In all bid specifications, contracts and subcontracts for any
13 such Public Work, Consultant shall obtain the general prevailing rate of per diem
14 wages and the general prevailing rate for holiday and overtime work in this locality
15 for each craft, classification or type of worker needed to perform the Public Work,
16 and shall include such rates in the bid specifications, contract or subcontract.
17 Such bid specifications, contract or subcontract must contain the following
18 provision: "It shall be mandatory for the contractor to pay not less than the said
19 prevailing rate of wages to all workers employed by the contractor in the execution
20 of this contract. The contractor expressly agrees to comply with the penalty
21 provisions of California Labor Code section 1775 and the payroll record keeping
22 requirements of California Labor Code section 1771."

23 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
24 constitutes the entire understanding between the parties and supersedes all other
25 agreements, oral or written, with respect to the subject matter in this Agreement.

26 18. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
3 costs and expenses, including attorneys’ fees, court costs, expert and witness
4 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
5 whole or in part, out of or in connection with (1) Consultant’s breach or failure to
6 comply with any of its obligations contained in this Agreement, including any
7 obligations arising from the Project’s compliance with or failure to comply with
8 applicable laws, including all applicable federal and state labor requirements
9 including, without limitation, the requirements of California Labor Code section
10 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations
11 committed by Consultant, its officers, employees, agents, subcontractors, or
12 anyone under Consultant’s control, in the performance of work or services under
13 this Agreement (collectively “Claims” or individually “Claim”).

14 B. In addition to Consultant’s duty to indemnify, Consultant shall
15 have a separate and wholly independent duty to defend Indemnified Parties at
16 Consultant’s expense by legal counsel approved by City, from and against all
17 Claims, and shall continue this defense until the Claims are resolved, whether by
18 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
19 breach, or the like on the part of Consultant shall be required for the duty to defend
20 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
21 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
22 in the defense.

23 C. If a court of competent jurisdiction determines that a Claim
24 was caused by the sole negligence or willful misconduct of Indemnified Parties,
25 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

2 19. AMBIGUITY. In the event of any conflict or ambiguity between this
3 Agreement and any Exhibit, the provisions of this Agreement shall govern.

4 20. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject
6 to applicable rules and regulations, Consultant shall not discriminate against any
7 employee or applicant for employment because of race, religion, national origin,
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
9 disability. Consultant shall ensure that applicants are employed, and that
10 employees are treated during their employment, without regard to these bases.
11 These actions shall include, but not be limited to, the following: employment,
12 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
13 termination; rates of pay or other forms of compensation; and selection for training,
14 including apprenticeship.

15 B. It is the policy of City to encourage the participation of
16 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
17 procurement process, and Consultant agrees to use its best efforts to carry out
18 this policy in its use of subconsultants and contractors to the fullest extent
19 consistent with the efficient performance of this Agreement. Consultant may rely
20 on written representations by subconsultants and contractors regarding their
21 status. Consultant shall report to City in May and in December or, in the case of
22 short-term agreements, prior to invoicing for final payment, the names of all
23 subconsultants and contractors hired by Consultant for this Project and information
24 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
25 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
26 637).

27 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

3 A. During the performance of this Agreement, the Consultant
4 certifies and represents that the Consultant will comply with the EBO. The
5 Consultant agrees to post the following statement in conspicuous places at its
6 place of business available to employees and applicants for employment:

7 "During the performance of a contract with the City of Long Beach,
8 the Consultant will provide equal benefits to employees with spouses and its
9 employees with domestic partners. Additional information about the City of
10 Long Beach's Equal Benefits Ordinance may be obtained from the City of
11 Long Beach Business Services Division at 562-570-6200."

12 B. The failure of the Consultant to comply with the EBO will be
13 deemed to be a material breach of the Agreement by the City.

14 C. If the Consultant fails to comply with the EBO, the City may
15 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
16 or to become due under the Agreement may be retained by the City. The City
17 may also pursue any and all other remedies at law or in equity for any breach.

18 D. Failure to comply with the EBO may be used as evidence
19 against the Consultant in actions taken pursuant to the provisions of Long Beach
20 Municipal Code 2.93 et seq., Contractor Responsibility.

21 E. If the City determines that the Consultant has set up or used
22 its contracting entity for the purpose of evading the intent of the EBO, the City may
23 terminate the Agreement on behalf of the City. Violation of this provision may be
24 used as evidence against the Consultant in actions taken pursuant to the
25 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
26 Responsibility.

27 22. NOTICES. Any notice or approval required by this Agreement shall
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

1 postage prepaid, addressed to Consultant at the address first stated above, and to City at
2 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
3 copy to the City Engineer at the same address. Notice of change of address shall be
4 given in the same manner as stated for other notices. Notice shall be deemed given on
5 the date deposited in the mail or on the date personal delivery is made, whichever occurs
6 first.

7 23. COPYRIGHTS AND PATENT RIGHTS.

8 A. Consultant shall place the following copyright protection on all
9 Data: © City of Long Beach, California ____, inserting the appropriate year.

10 B. City reserves the exclusive right to seek and obtain a patent
11 or copyright registration on any Data or other result arising from Consultant's
12 performance of this Agreement. By executing this Agreement, Consultant assigns
13 any ownership interest Consultant may have in the Data to City.

14 C. Consultant warrants that the Data does not violate or infringe
15 any patent, copyright, trade secret or other proprietary right of any other party.
16 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
17 and employees harmless from any and all claims, demands, damages, loss,
18 liability, causes of action, costs or expenses (including reasonable attorney's fees)
19 whether or not reduced to judgment, arising from any breach or alleged breach of
20 this warranty.

21 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
22 that Consultant has not employed or retained any entity or person to solicit or obtain this
23 Agreement and that Consultant has not paid or agreed to pay any entity or person any
24 fee, commission or other monies based on or from the award of this Agreement. If
25 Consultant breaches this warranty, City shall have the right to terminate this Agreement
26 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
27 from payments due under this Agreement or otherwise recover the full amount of the fee,
28 commission or other monies.

1 25. WAIVER. The acceptance of any services or the payment of any
2 money by City shall not operate as a waiver of any provision of this Agreement or of any
3 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
4 Agreement shall not constitute a waiver of any other or subsequent breach of this
5 Agreement.

6 26. CONTINUATION. Termination or expiration of this Agreement shall
7 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
8 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

9 27. TAX REPORTING. As required by federal and state law, City is
10 obligated to and will report the payment of compensation to Consultant on Form 1099-
11 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
12 resulting from payments under this Agreement. Consultant shall submit Consultant's
13 Employer Identification Number (EIN), or Consultant's Social Security Number if
14 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
15 Financial Management. Consultant acknowledges and agrees that City has no obligation
16 to pay Consultant until Consultant provides one of these numbers.

17 28. ADVERTISING. Consultant shall not use the name of City, its
18 officials or employees in any advertising or solicitation for business or as a reference,
19 without the prior approval of the City Manager or designee.

20 29. AUDIT. City shall have the right at all reasonable times during the
21 term of this Agreement and for a period of five (5) years after termination or expiration of
22 this Agreement to examine, audit, inspect, review, extract information from and copy all
23 books, records, accounts and other documents of Consultant relating to this Agreement.

24 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
25 designed to or entered for the purpose of creating any benefit or right for any person or
26 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

JASON ADDISON SMITH CONSULTING SERVICES, INC. DBA JAS PACIFIC, a California corporation

_____, 2015

By LS
Name JASON SMITH
Title CEO

_____, 2015

By Champion
Name CHRISTINE CHAMPAN V
Title VICE PRESIDENT

"Consultant"

CITY OF LONG BEACH, a municipal corporation

March 11, 2015

By T. Bill Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 3/9, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

1. OVERVIEW OF PROJECT

The City of Long Beach ("City") wishes to obtain services of one or more professional consulting firms (Consultant) to provide the following services: 1) plan reviews of construction documents to determine compliance with the California Building Standards Code, Long Beach Municipal Code or other ordinances of the City, or laws and statutes of the State ("Codes"), where applicable; 2) inspections services of construction projects to determine compliance with the City approved construction documents and the aforementioned Codes; and 3) permit counter services that provide routine and technical information related to the processing of permit applications and issuance of permits. As such, the City is issuing this Request for Proposal (RFP) to invite qualified and interested respondents to submit proposals for providing as-needed plan review and inspection services.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>Awarded Consultant</i>	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
<i>Bureau</i>	Department of Development Services Building and Safety Bureau
<i>City</i>	The City of Long Beach and any department or agency identified herein.
<i>Codes</i>	Refers to the latest edition of the California Building Standards Code, Long Beach Municipal Code or other ordinances of the City, or laws and statutes of the State ("Codes").
<i>Consultant</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Construction Documents</i>	Written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a construction permit. This typically consists of construction drawings (i.e., site plan, floor plan, elevations, sections, details, etc.), technical reports (i.e., structural calculation, geotechnical reports, etc.), specifications and product information describing the proposed work.
<i>Evaluation Committee</i>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
<i>May</i>	Indicates something that is not mandatory but permissible.



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- RFP** Request for Proposal.
- Shall/Must** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
- Should** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
- Subcontractor** Third party not directly employed by the Consultant who will provide services identified in this RFP.

3. SCOPE OF SERVICES

3.1 Plan Review

As-needed consulting services will consist of the examination, analysis, and review of construction documents for various construction projects within the City in order to determine compliance with all applicable Codes.

Plan Review services may include, but are not limited to:

- Building plans (i.e., architectural, structural, civil);
- Electrical plans;
- Plumbing plans;
- Mechanical plans;
- Fire-Building plans (i.e., fire sprinkler system, fire alarm system, smoke control, etc.);
- Grading plans,
- Stormwater/Standard Urban Stormwater Mitigation Plan (SUSMP) plans; and
- Technical reports (i.e., structural calculations, geotechnical/soils engineering reports, hydrology report, Title 24 energy, etc.)

3.2 Building Inspection

As-needed consulting services will consist of comprehensive field inspection for various construction projects within the City in order to determine compliance with the City approved construction documents and all applicable Codes.

Inspection services may include, but are not limited to:

- Building inspections (multi-family dwellings and nonresidential);
- Plumbing inspections;
- Mechanical inspections;
- Electrical inspections;
- Combination residential inspections (one- and two-family dwellings);



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- Fire inspections;
- Grading inspection; and
- Erosion/Storm Water Best Management Practices.

3.3 Permit Counter Services

As-needed consulting services will consist of providing routine and technical information related to the processing of permit applications and issuance of permits to architects, engineers, contractors, business owners, and homeowners, including assisting the public in completing permit applications and other required forms, and other related duties.

Permit Counter support services may include, but are not limited to:

- Processing plan submittals;
- Verifying necessary approvals for permit issuance;
- Calculating fees;
- Maintaining records;
- Possibly reviewing and approving simple non-structural plans at the counter;
- Processing applications using the City's permitting system to process applications; and
- Providing customer support and assistance.

4. SUBMITTAL INSTRUCTIONS

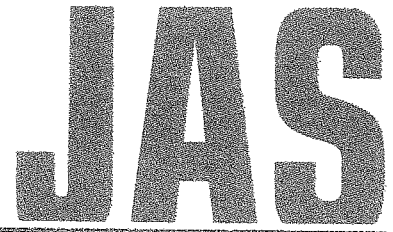
4.1 For questions regarding this RFP, submit all inquiries via email to RFPPurchasing@longbeach.gov by January 17, 2014 by 4:00 PM, PST. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than January 22, 2014 by 4:00 PM, PST. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.2 RFP Timeline (All times listed are Pacific Standard Time, (PST))

TASK	DATE/TIME
*Mandatory pre-proposal meeting/site walk	NONE
Deadline for submitting questions	January 17, 2014 by 4:00 PM
Answers to all questions submitted available	January 22, 2014 by 4:00 PM
Deadline for submission of proposals	January 31, 2014 by 11:00 AM
Evaluation period	February 1 - 14

EXHIBIT “B”

Rates or Charges



Building & Safety Support Services

CITY OF LONG BEACH PROPOSED FEE SCHEDULE

BUILDING AND SAFETY SUPPORT SERVICES	
BUILDING INSPECTOR I	\$58.00 / HOUR
BUILDING INSPECTOR II	\$68.00 / HOUR
BUILDING INSPECTOR III	\$78.00 / HOUR
PLAN CHECK ENGINEER	\$125.00 / HOUR
PLAN CHECKER	\$85.00 / HOUR
PERMIT TECHNICIAN	\$45.00 / HOUR

EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

EXHIBIT “D”

Materials/Information Furnished: None