

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

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of January 8, 2014, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 7, 2014, by and between JASON ADDISON SMITH CONSULTING SERVICES, INC. DBA JAS PACIFIC, a California corporation ("Consultant"), with a place of business at 201 N. Euclid Avenue, Suite A, Upland, California 91786, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed building plan check and inspection staffing services ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Two Hundred Forty-Nine Thousand Nine Hundred Dollars (\$249,900), at the rates or charges shown in Exhibit "B".

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B. 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.

C. 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.

D. 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.

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

2. TERM. The term of this Agreement shall commence at midnight on October 1, 2013, and shall terminate at 11:59 p.m. on September 30, 2014, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

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3. COORDINATION AND ORGANIZATION.

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

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

4. INDEPENDENT CONTRACTOR.

In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this

1 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
2 duration of this Agreement, from insurance companies that are admitted to write
3 insurance in California and have ratings of or equivalent to A:V by A.M. Best
4 Company or from authorized non-admitted insurance companies subject to
5 Section 1763 of the California Insurance Code and that have ratings of or
6 equivalent to A:VIII by A.M. Best Company, the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to
8 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
10 coverage shall include but not be limited to broad form contractual liability,
11 cross liability, independent contractors liability, and products and
12 completed operations liability. City, its boards and commissions, and their
13 officials, employees and agents shall be named as additional insureds by
14 endorsement (on City's endorsement form or on an endorsement
15 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
16 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
17 CG 20 37 07 04), and this insurance shall contain no special limitations on
18 the scope of protection given to City, its boards and commissions, and
19 their officials, employees and agents. This policy shall be endorsed to
20 state that the insurer waives its right of subrogation against City, its boards
21 and commissions, and their officials, employees and agents.

22 (b) Workers' Compensation insurance as required by the California
23 Labor Code and employer's liability insurance in an amount not less than
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives
25 its right of subrogation against City, its boards and commissions, and their
26 officials, employees and agents.

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

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

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

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

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency

1 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
2 the insurance, furnish to City certificates of insurance and endorsements
3 evidencing renewal of the insurance. City reserves the right to require complete
4 certified copies of all policies of Consultant and Consultant's subconsultants and
5 contractors, at any time. Consultant shall make available to City's Risk Manager
6 or designee all books, records and other information relating to this insurance,
7 during normal business hours.

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

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

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
19 contemplates the personal services of Consultant and Consultant's employees, and the
20 parties acknowledge that a substantial inducement to City for entering this Agreement
21 was and is the professional reputation and competence of Consultant and Consultant's
22 employees. Consultant shall not assign its rights or delegate its duties under this
23 Agreement, or any interest in this Agreement, or any portion of it, without the prior
24 approval of City, except that Consultant may with the prior approval of the City Manager
25 of City, assign any moneys due or to become due Consultant under this Agreement. Any
26 attempted assignment or delegation shall be void, and any assignee or delegate shall
27 acquire no right or interest by reason of an attempted assignment or delegation.
28 Furthermore, Consultant shall not subcontract any portion of its performance without the

1 prior approval of the City Manager or designee, or substitute an approved subconsultant
2 or contractor without approval prior to the substitution. Nothing stated in this Section
3 shall prevent Consultant from employing as many employees as Consultant deems
4 necessary for performance of this Agreement.

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

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

15 9. OWNERSHIP OF DATA. All materials, information and data
16 prepared, developed or assembled by Consultant or furnished to Consultant in
17 connection with this Agreement, including but not limited to documents, estimates,
18 calculations, studies, maps, graphs, charts, computer disks, computer source
19 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
20 information, material and memorandum ("Data") shall be the exclusive property of City.
21 Data shall be given to City, and City shall have the unrestricted right to use and disclose
22 the Data in any manner and for any purpose without payment of further compensation to
23 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
24 Data shall not be made available to any person or entity for use without the prior approval
25 of City. This warranty shall survive termination of this Agreement for five (5) years.

26 10. TERMINATION. Either party shall have the right to terminate this
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
28 prior notice to the other party. In the event of termination under this Section, City shall

1 pay Consultant for services satisfactorily performed and costs incurred up to the effective
2 date of termination for which Consultant has not been previously paid. The procedures
3 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
4 termination, Consultant shall deliver to City all Data developed or accumulated in the
5 performance of this Agreement, whether in draft or final form, or in process. And,
6 Consultant acknowledges and agrees that City's obligation to make final payment is
7 conditioned on Consultant's delivery of the Data to City.

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

17 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
18 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
19 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
20 without breach of this Agreement by Consultant; or (c) a third party who has a right to
21 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
22 disclosed pursuant to subpoena or court order.

23 13. ADDITIONAL COSTS AND REDESIGN.

24 A. Any costs incurred by City due to Consultant's failure to meet
25 the standards required by the scope of work or Consultant's failure to perform fully
26 the tasks described in the scope of work which, in either case, causes City to
27 request that Consultant perform again all or part of the Scope of Work shall be at
28 the sole cost of Consultant and City shall not pay any additional compensation to

1 Consultant for its re-performance.

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

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

14 15. LAW. This Agreement shall be construed in accordance with the
15 laws of the State of California, and the venue for any legal actions brought by any party
16 with respect to this Agreement shall be the County of Los Angeles, State of California for
17 state actions and the Central District of California for any federal actions. Consultant
18 shall cause all work performed in connection with construction of the Project to be
19 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
20 federal, state, county or municipal governments or agencies (including, without limitation,
21 all applicable federal and state labor standards, including the prevailing wage provisions
22 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
23 regulations of any fire marshal, health officer, building inspector, or other officer of every
24 governmental agency now having or hereafter acquiring jurisdiction.

25 16. PREVAILING WAGES.

26 A. Consultant agrees that all public work (as defined in California
27 Labor Code section 1720) performed pursuant to this Agreement (the "Public
28 Work"), if any, shall comply with the requirements of California Labor Code

1 sections 1770 *et seq.* City makes no representation or statement that the Project,
2 or any portion thereof, is or is not a "public work" as defined in California Labor
3 Code section 1720.

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

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

18 18. INDEMNITY.

19 A. Consultant shall indemnify, protect and hold harmless City, its
20 Boards, Commissions, and their officials, employees and agents ("Indemnified
21 Parties"), from and against any and all liability, claims, demands, damage, loss,
22 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
23 costs and expenses, including attorneys' fees, court costs, expert and witness
24 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
25 whole or in part, out of or in connection with (1) Consultant's breach or failure to
26 comply with any of its obligations contained in this Agreement, including any
27 obligations arising from the Project's compliance with or failure to comply with
28 applicable laws, including all applicable federal and state labor requirements

1 including, without limitation, the requirements of California Labor Code section
2 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations
3 committed by Consultant, its officers, employees, agents, subcontractors, or
4 anyone under Consultant's control, in the performance of work or services under
5 this Agreement (collectively "Claims" or individually "Claim").

6 B. In addition to Consultant's duty to indemnify, Consultant shall
7 have a separate and wholly independent duty to defend Indemnified Parties at
8 Consultant's expense by legal counsel approved by City, from and against all
9 Claims, and shall continue this defense until the Claims are resolved, whether by
10 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
11 breach, or the like on the part of Consultant shall be required for the duty to defend
12 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
13 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
14 in the defense.

15 C. If a court of competent jurisdiction determines that a Claim
16 was caused by the sole negligence or willful misconduct of Indemnified Parties,
17 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
18 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
19 percentage of willful misconduct attributed by the court to the Indemnified Parties.

20 D. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

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

24 20. NONDISCRIMINATION.

25 A. In connection with performance of this Agreement and subject
26 to applicable rules and regulations, Consultant shall not discriminate against any
27 employee or applicant for employment because of race, religion, national origin,
28 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

1 disability. Consultant shall ensure that applicants are employed, and that
2 employees are treated during their employment, without regard to these bases.
3 These actions shall include, but not be limited to, the following: employment,
4 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
5 termination; rates of pay or other forms of compensation; and selection for training,
6 including apprenticeship.

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

19 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
20 accordance with the provisions of the Ordinance, this Agreement is subject to the
21 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
22 Long Beach Municipal Code, as amended from time to time.

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

27 "During the performance of a contract with the City of Long Beach,
28 the Consultant will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of
3 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

19 22. NOTICES. Any notice or approval required by this Agreement shall
20 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
21 postage prepaid, addressed to Consultant at the address first stated above, and to City at
22 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
23 copy to the City Engineer at the same address. Notice of change of address shall be
24 given in the same manner as stated for other notices. Notice shall be deemed given on
25 the date deposited in the mail or on the date personal delivery is made, whichever occurs
26 first.

27 23. COPYRIGHTS AND PATENT RIGHTS.

28 A. Consultant shall place the following copyright protection on all

1 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

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

21 25. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

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

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

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

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

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

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CHARLES PARKIN, City Attorney
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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

2/17, 2014

By [Signature]
Name CHRISTINE QUAMPANY
Title VICE PRESIDENT

2/17, 2014

By [Signature]
Name JASON SMITH
Title CEO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

3.7, 2014

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 2/19, 2014.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work or Services

JAS

I. SCOPE OF SERVICES

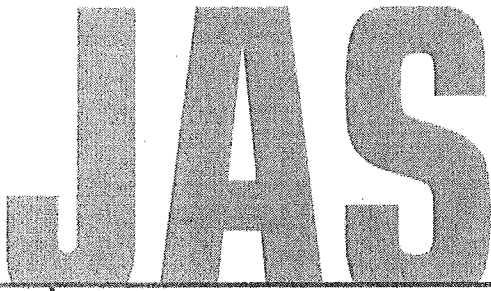
A. Standard Services

1. Building Inspection Services

JAS Pacific will provide the City with building and safety inspection services, through the contracting of Building Inspectors. Building Inspectors will provide building inspection services throughout all phases of construction for various improvement projects. All combination inspectors meet all qualifications, education, and certification/licensing requirements including an ICC Commercial Building Inspector certification or as otherwise approved by the City as stipulated in the request for proposals. Additionally, our proposed staff members possess a detailed knowledge of the latest applicable local, state, and federal codes and regulations through both off-site and in-house training and have been vetted through the Department of Justice compliant background screening process.

Combination Inspector Duties and Responsibilities:

- Read and study project specifications, plans, reports, and calculations to become familiar with projects prior to inspection, and ensuring that structural or architectural changes have been stamped as 'approved' by the appropriate authority.
- Recognize the need for and requiring plan checks for Building, Electrical, Plumbing, and Mechanical Codes and outside agency requirements.
- Perform and document inspections on constructions projects to determine that all aspects of the project work, such as grading, foundations, building, electrical, plumbing, and mechanical systems conform to the applicable Codes, zoning ordinances, energy conservation, and disabled access requirements including all local, City, State, and Federal legal requirements.
- Perform and document inspections for emergency, disaster, and special inspection projects.
- Review plans for building construction, plumbing, electrical, and mechanical systems prior to making inspection.
- Approve certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with technical consultants, fire, health, and other government agency inspectors, as well as owners.
- Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements and clarifying or resolving any questions or problems prior to commencing work.
- Recognize the need for, and requiring, soil tests where evidence indicates soil instability.
- Prepare written inspection notices and notices of noncompliance for City review on incorrect construction methods or materials found during inspection.
- Confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
- Maintain a written record of non-complying items and follow-up to resolution of such items.
- Record all significant construction-related activities and events, such as work completed, to provide a chronological and factual history of inspection on assigned construction projects.
- Utilize automated permitting/inspection tracking systems in the office and/or field to obtain and record pertinent job information.
- Maintain all records within the appropriate Building and Safety office. No records shall be stored outside of County/City premises.
- Perform inspections within 48 hours of notification.



- Maintain accurate records.
- Provide clear and understandable written responses related to review.
- Establish professional working relationships with all affected City Departments to streamline enforcement efforts.
- Ensure that the public interests for a safe environment are met and uphold the preservation of health, safety, and welfare of the public.
- Be readily available to accommodate the overload of inspection demands in a timely manner.
- Possess current CalEMA Safety Assessment Program Certification.
- Possess and maintain a valid California Class C Driver's License with proof of required insurance.
- Possess and maintain all required certifications and licenses while providing services to the City. Should the model codes used by the State of California as the basis for California building laws change during the course of the Agreement, the City reserves the right to modify any or all of the certification requirements to correspond with current California laws.
- Meet and maintain all Federal, State, or local mandated continuing education requirements. Evidence shall be provided to the City upon request.

JAS Pacific will tailor a building inspection services program for the City. Our versatile approach adapts low cost and quality to the organization's needs. JAS Pacific's goals of building and safety inspection services are code compliance, community safety, and providing helpful mitigation suggestions to keep the project moving forward. JAS Pacific shall have adequate available staffing resources including qualified building inspectors to provide the City with necessary staffing levels to meet the varying workload demands and can ensure this through available back up staff.

2. Plan Review Services

Because a high level of quality customer service is imperative to both the City and its residents, JAS Pacific proposes to provide the City with building plan check services through the contracting of said services with our plan review team. The appropriate registered engineer reviews all applicable plans that involve engineering design. Our Plans Examiners meet and/or exceed all necessary qualifications including ICC certifications and relevant education, experience, and proficiency in all areas pertaining to residential and commercial plan review. Staff will not only identify building code issues within the plans, but also will address the big picture and offer helpful suggestions to reach life-safety and code compliance standards. Additionally, our proposed staff members possess a detailed knowledge of the latest applicable local, state, and federal codes and regulations through both off-site and in-house training and have been vetted through the Department of Justice compliant background screening process.

Plan Checker Duties and Responsibilities:

- Supplement the City's need to provide building plan review services and provide building plan review services in accordance with all applicable state and local codes, laws, and ordinances.
- Conduct plan reviews of City's residential, commercial, and industrial buildings and structures for compliance with the adopted version of the California Building Code, Green Code, Mechanical Code, Plumbing Code, and Electrical Code; the County Municipal Code; the Accessibility and Energy Conservation requirements as mandated by State Title 24; and all applicable City ordinances.
- Perform structural design code compliance reviews and compliance with the submitted Geotechnical Report findings and recommendations and Ground Motion Hazard Analysis findings and recommendations for design and construction.
- Review grading plans to assure conformance with City codes, written policies, and standard specifications and compliance with the recommendations, specifications, and details contained in the submitted soils report and assure

that all appropriate details are shown on the plans. Review quantity calculations to assure accuracy and completeness.

- Provide water quality management plan review for compliance with regional model WQMP and verify that grading plans incorporate WQMP recommendations.
- Conduct Erosion Control Plan Review to verify erosion and sedimentation measures comply with the Best Management Practices listed in the Storm Water Pollution Prevention Plans in compliance with NPDES and WQMP requirements.
- As necessary, communicate with the applicant or designee (via telephone, mail, or in-person) and perform rechecks as needed in order to achieve conformance with all applicable regulations.
- Coordinate plan reviews with other appropriate City agencies including but not limited to, agencies enforcing fire, health, safety, sanitation, air quality, and other applicable codes.
- Ensure that the requirements of all other agencies having jurisdiction over projects are incorporated into the plan review and approval process.
- Review and verify calculations of Plan Reviews (e.g. verify Hydromodification reports).
- Maintain accurate records.
- Provide written notification to each applicant, consisting of a complete electronically-generated plan check letter which outlines the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check documents. The plan check comments will refer to appropriate sheets, details or calculations pages, and the code section.
- Availability will be during business hours to discuss and provide clarification of review comments, issues, and corrections with designers, applicants, and contractors via telephone or in person if necessary and available. Resolution of such instances may take place by telephone or by meetings prior to resubmitting corrected plans or documents.
- Plan reviewers will be available during an emergency or natural disaster.
- Attend all required meetings with permit applicants and/or other parties as directed by the City and representative thereof.
- Provide City with monthly plan review status reports for all projects assigned.
- Maintain knowledge of adopted building, fire, plumbing, mechanical, electrical, and energy codes; and principles, practices and methods of architectural, plumbing, mechanical, and electrical design and construction.
- All data gathered shall be the property of the City.

3. Permit Technician Services

JAS Pacific will provide the City with permit technician/public counter services, through the contracting of Permit Technicians. All Permit Technicians meet all qualifications, education, and certification/licensing requirements including an ICC Permit Technician certification or as otherwise approved by the City as stipulated in the request for proposals. Basic services shall include public counter services such as processing automated and manual permits, receiving plan submittals, preparing reports, cashiering, handling customer needs over the phone and in person, and maintaining records in locations throughout the City. Detailed duties and responsibilities are further discussed below.

Permit Technician Duties and Responsibilities:

- Assist the general public including architects, engineers, and contractors by providing technical information concerning building and construction permit requirements, zoning regulations, and other information needed to comply with State, County, and City laws and building codes.
- Make the final check of forms, permit applications, bonds, easements, waivers, and affidavits for accuracy, completeness, and compliance with all pertinent laws.
- Read and interpret plans at the public counter, assisting the public with plan check submittals, and issuing permits.

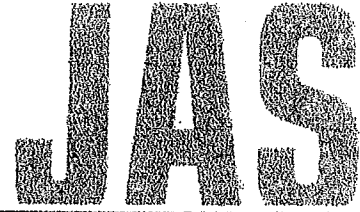
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- Coordinate the routing, filing, and logging of plans, permits, and workers' compensation insurance certificates to appropriate sections or agencies.
- Compute charges for building permits using standardized fee tables and formula, receiving fees, and recording and balancing daily cash transactions.
- Utilize automated permit issuance, inspection scheduling, and plan tracking system.
- Assist the Building and Safety office manager/staff in other related permitting activities.
- Provide knowledgeable, professional, quality public information counter services.
- Provide information regarding the building permit process and inspection processes.
- Process and route applications, inspection, and plan review status requests.
- Maintain accurate records.
- Provide superior customer service.
- Bi lingual Permit Technicians are available if needed.
- Possess and maintain all required certifications and licenses while providing services to the City. Should the model codes used by the State of California as the basis for California building laws change during the course of the Agreement, the City reserves the right to modify any or all of the certification requirements to correspond with current California laws.
- Meet and maintain all Federal, State, or local mandated continuing education requirements. Evidence shall be provided to the City upon request.

JAS Pacific shall have adequate available staffing resources including permit technicians to provide the City with necessary staffing levels to meet the varying workload demands and can ensure this through available back up staff.

EXHIBIT “B”

Rates or Charges



Building & Safety Support Services

City of Long Beach
Building and Safety Bureau
333 Ocean Blvd.
Long Beach, CA 90802

To Whom It May Concern:

The following table represents services/classifications with corresponding hourly rates provided by JAS Pacific.

CLASSIFICATION	HOURLY RATE
BUILDING INSPECTOR I	\$58.00 / HOUR
BUILDING INSPECTOR II	\$78.00 / HOUR
PLAN CHECK ENGINEER	\$125.00 / HOUR
PLAN CHECKER	\$85.00 / HOUR

Any questions regarding the information above maybe directed to our Corporate Office.

Sincerely,

Christine Champany
Regional Manager, JAS Pacific
PO Box 2002
Upland, CA 91785
909-605-7777 Office
909-605-0319 Fax
www.jaspacific.com
Christine@jaspacific.com

EXHIBIT “C”

City’s Representative:

April Apodaca, Financial Services Officer

(562) 570-6611

EXHIBIT "D"

Materials/Information Furnished: None