

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 2025, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **JAS PACIFIC**, a California S-corporation ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the building safety plan review, inspection and staff support services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated January 15, 2025, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the building safety plan review, inspection and staff support services is sometimes referred to herein as “the Project.”

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant’s services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, as included in the RFP response and attached hereto as Attachment 2. All work shall be completed no later than June 30, 2028. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

ATTACHMENT 2

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be JAS Pacific and its employees. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 3. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with

ATTACHMENT 2

Attention: Brad Wungluck, Interim Director of
Development Services

If to Consultant: JAS Pacific
1111 16th Street
Sacramento, CA 95814
Attention: Bob Latz, Vice-President

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to

ATTACHMENT 2

JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

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ATTACHMENT 2

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

JAS Pacific

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Raj Patel, PE, President

COUNTERSIGNED:

By: _____
(Signature)

Matthew Boring
Interim Director of Finance

Bob Latz, Vice-President

COUNTERSIGNED:

Address: 1111 16th Street
Sacramento, CA 95814

Stephanie Van Steyn,
Director of Human Resources

Telephone: 800-818-3677

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

Development Services Department

**Request for Proposal (RFP)
for Professional Services**

**City of Manteca – Plan Check, Inspection, and Staffing
Services**

RFP Issued	Monday, December 16, 2024
RFP submittal deadline:	12:00pm, Wednesday, January 15, 2025
Contact:	Brad Wungluck, Deputy Director
(Email address)	bwungluck@manteca.gov

**CITY OF MANTECA
1215 W. Center Street, Suite 201
Manteca, CA 95337
(209) 456-8550**

**REQUEST FOR PROPOSAL (RFP)
FOR PROFESSIONAL SERVICES**

TITLE: PLAN REVIEW AND BUILDING INSPECTION SERVICES

1. Introduction:

The City of Manteca Building Safety Division is responsible for plan review and inspections of commercial and residential construction projects within the City of Manteca. The Planning Division is responsible for planning for the future development of Manteca. Examples of the division's work include: reviewing and approving land-use and development proposals, implementing the City's General Plan, administering the Zoning Ordinance, processing updates and amendments to the General Plan and Zoning Ordinance, creating master plans, ensuring compliance with State and Federal mandates regarding development, land divisions, and environmental review, and acting as staff for the City's Planning Commission. Due to fluctuating workloads and limited staffing, it is necessary at times to employ third party agency services on some projects to maintain reasonable response times. With the improvement in the economy, and several projects planned for the near future, third party services will be necessary to avoid a reduction in service to the community as workload increases. Responsive bids must be received by Wednesday, January 15, 2025.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A – Proposer's Information Form*
- Attachment B – Scope of Work/Services
- Attachment C – Sample Agreement for Professional Services
- Attachment D – Insurance Requirements

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.1.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.1.3 Represent that all information contained in the proposal is true and correct.
- 3.1.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

- 3.1.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.2 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1:00 p.m., Monday, January 6, 2025. Correspondence shall be emailed to bwungluck@manteca.gov. Responses from the City will be communicated in writing, via email, to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.3 Submission of Proposals

All proposals shall be submitted to:

City of Manteca
Attn: Brad Wungluck
1215 W Center Street, Suite 201
Manteca, CA 95337

Proposals must be delivered no later than 12:00 p.m. on Wednesday, January 15, 2025. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit three (3) hard copies of its proposal in a sealed envelope, labeled "Original", addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP FOR PROFESSIONAL SERVICES: CITY OF MANTECA PLAN REVIEW AND BUILDING INSPECTION SERVICES."

3.4 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.5 Rights of the City of Manteca

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular sub consultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued Monday, December 16, 2024

Deadline for questions, clarifications 1:00 p.m., Monday, January 6, 2025

Proposals Due 12:00 p.m., Wednesday, January 15, 2025

Interview / Proposals begins week of February 17, 2025

Consultant selection and contract preparation begins week of March 3, 2025

City Council Presentation and Contract award April/May 2025

Work commences July 1, 2025

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget.

Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 5 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide descriptions of pertinent project experience with other public municipalities that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project. Please include sample resumes and qualifications and a complete project matrix.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

5.4 Chapter 4 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

5.5 Chapter 5 – Proposal Costs Sheet and Rates

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table.

Please clearly specify the rate for the following:

Plan Review:

- Complete Plan Review
- MEP, Energy and Green Review
- Structural Review (hourly)
- Non-Structural Review (hourly)
- Per Streamlined Residential Solar Review

Building Inspection Services

- Building Inspector I
- Building Inspector II
- Senior Building Inspector
- Building Official (onsite)
- Building Official (onsite/remote split 50%-50%)
- Deputy Building Official
- CASp Inspector
- Permit Technician
- Overtime (hourly)

Planning Services

- Associate Planner
- Senior Planner
- Hourly Planning Services

PLEASE NOTE: The City of Manteca does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

A Sample Agreement of Services is provided as Attachment C. Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment D. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment D.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Human Resources Director/Risk Manager of the City of Manteca as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Human Resources Director/Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

City staff will evaluate the proposals provided based on the following criteria:

- 7.1 Thoroughness and understanding of the tasks to be completed:
- 7.2 Background and experience with similar work projects/analyses:
- 7.3 Recent public sector experience, preferably in a municipal setting:
- 7.4 Demonstrated knowledge and experience in Plan Review and Building Inspections:
- 7.5 Staff experience and overall experience of personnel assigned to work:
- 7.6 Cost:
- 7.7 Familiarity with the City of Manteca:

The selection committee will make a selection and accept the successful proposal. The acceptance of the proposal will be evidenced by written Notice of Award to the successful Proposer.

8. ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee and will be conducted via Zoom and will not be held in person.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly.

Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of Manteca. At such time as the Chief Building Official recommends to form to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Manteca may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 11.2 Any attempt to improperly influence any member of the evaluation team;
- 11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 11.4 Evidence of incorrect information submitted as part of the proposal;
- 11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 11.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

13. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
- 14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

City of Manteca – RFP for Professional Services
Attachment A

Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

- Individual
- Joint Venture
- Partnership
- Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

- Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1; 2; 3; 4; 5;

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here

Date: _____

Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Member of the Partnership or Joint Venture signature

Date: _____

Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:
The undersigned certify that he/she is respectively:

Signature

and

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

City of Manteca – RFP for Professional Services

Attachment B – Scope of Work

Scope of Services

Consultant has two key tasks:

1. Provide On-Call Building Department Staffing.
 - Consultant will provide building department support staff to include building inspector, permit technicians, building official, deputy building official, and on-site plans examiners/engineer, on an on-call basis for the City of Manteca.
 - Consultant will provide interim staff within one business day and full-time staff within two business days. Consultant will provide staff from their database of qualified personnel. For requests less than twenty-four (24) hours' notice, Consultant will make every effort possible to secure suitable candidates.
2. Provide Plan Review Services.
 - The Consultant shall review all plans and supporting documents submitted for projects for which a Building permit is requested. If, after initial review the documents are found to be in substantial compliance with the State Building Code and local ordinances, the plans, and documents shall be stamped as reviewed and accepted for construction. If corrections are found to be needed a report shall be prepared by the Consultant specifying the needed corrections, and shall be transmitted to the applicant. When plans and supporting documents are deemed acceptable for permit issuance, the applicant shall deliver the Building Permit application and all supporting documents to the Consultant (or City Hall) for permit processing.
3. Provide Planning Staffing Services.
 - Plan Reviews will be subject to the following maximum turn-around times:

<u>Type of Project</u>	<u>First Submittal</u>	<u>Subsequent</u>
Commercial (new building or addition)	15 working days	5 working days
Tenant Infill, Remodel, etc.	8 working days	3 working days
Residential (new building or master plan)	10 working days	5 working days
Residential Addition, Remodel, Patio, etc.	8 working days	3 working days

Description of Project

Located 76 miles east of San Francisco and 58 miles south of Sacramento, Manteca is a community of approximately 80,000 residents. Part of the San Joaquin Valley Area, Manteca is located within San Joaquin County.

The Building Safety Division of the Development Services Department aspires to create a safe and beautiful City, where the natural environment is protected, where it's a good place to do business, where excellent services are provided, where citizens have a say

in government, and to ensure that all construction projects adhere to all State and Local Codes and Laws.

The Building Safety Division is responsible for:

- the regulation and implementation of building standards with regard to public health, safety, and accessibility with the City of Manteca maintaining and overseeing compliance with the City's Comprehensive Plan
- operating a "one-stop" permit processing operation responsible for coordination of application review by other city departments including Development Services, Public Works, Planning, and Fire
- process numerous types of commercial and residential building permits
- calculate development fees and building permits relevant to each submitted building permit application
- conduct plan review on each submitted project verifying compliance with applicable State and Local Codes
- schedule and conduct inspections on permitted projects at each necessary point of progress verifying compliance with the approved plans
- investigate complaints related to work without permits, illegal work, and non-permitted structures and issue notices of violation as necessary
- assist residents, contractors, and developers through the plan review, permitting, and construction process and answer any questions that they might have related to construction

The project consists of providing as needed Plan Review and Building Inspection Services as mentioned above that will support the City of Manteca's Building Safety Division.

The Planning Division is responsible for:

- The Planning Division of the Community Development Department is responsible for planning for the future development of Manteca. Examples of the division's work include: reviewing and approving land-use and development proposals, implementing the City's General Plan, administering the Zoning Ordinance, processing updates and amendments to the General Plan and Zoning Ordinance, creating master plans, ensuring compliance with State and Federal mandates regarding development, land divisions, and environmental review, and acting as staff for the City's Planning Commission.
- The day-to-day functions of the Planning Division include: providing information to the public concerning zoning and land-use regulations,

development standards, flood-plain designations, and demographics, processing applications for Temporary Use Permits, Home Occupation Permits, and Large Family Day Care Permits, as well as authorizing zoning clearances for business licenses.

City of Manteca – RFP for Professional Services

Attachment C – Sample Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the _____ services described in the attached Exhibit A that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated _____, and attached hereto as Exhibit B. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as "the Project."

2. Work through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. The length of this contract shall be for two years. The contract may be extended for an additional three (3) one year terms with agreement of the City and Contractor for a total of five years possible.

Contractor's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities. Failure to submit work products in accordance with the Schedule of Activities, attached hereto as Exhibit A may result in the City withholding payments. Repeated failure to complete work products may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed _____ DOLLARS (\$_____). Payment by City

under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed and the date the services were performed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be _____ . A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

Job specific insurance requirements can be found on the attached Exhibit 1. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including

any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (4) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: _____

If to Consultant: _____

 Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall be brought in a state or federal court in the County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or later enacted.

30. Precedence. In case of conflict between Consultant's Proposal dated ____ and this Agreement (which includes Exhibit A and Exhibit C) this Agreement and its exhibits shall take precedence over Consultant's proposal.

This Space Purposely Left Blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA,
a public body, corporate and politic

CONSULTANT:

a _____ corporation

By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: _____

ATTEST:

_____, **City Clerk**

APPROVED AS TO FORM:

City Attorney

City of Manteca – RFP for Professional Services

Attachment D

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Worker’s Compensation

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

CITY OF MANTECA

Development Services Department



Request for Proposal Plan Check, Inspection, and Staffing Services



SUBMITTED BY

JAS PACIFIC

1111 16th St • Sacramento, CA 95814

800.818.3677 • jaspacific.com

Building Your Solutions

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SECTION 5.1

PROPOSAL SUMMARY



January 15, 2025

Mr. Brad Wungluck

Development Services Director

City of Manteca

1215 West Center Street, Suite 201 Manteca, CA 95337

JAS PACIFIC PROPOSAL FOR CITY OF MANTECA PLAN REVIEW AND BUILDING INSPECTION SERVICES

Dear Mr. Wungluck,

We at JAS Pacific would like to express our enthusiasm for the opportunity to collaborate with the City of Manteca to deliver professional development plan review and inspection services. As a trusted partner to municipalities across California, JAS Pacific has built a reputation for excellence in ensuring code compliance, timely service delivery, and effective customer service.

As a boutique provider, JAS Pacific creates a relationship that focuses on meeting the specific goals of each one of our clients. We believe that our positivity, skills, and code expertise align with the City of Manteca's growth outlook, development priorities and desire to encourage businesses to connect with the city while improving the quality of life for its residents.

JAS Pacific is uniquely qualified to assist the City in delivering concierge type service for development of mixed use projects in the Family Entertainment Zone, large multifamily buildings for Senior Housing, improvement projects in the Downtown Revitalization area, multiple builder single-family home tracts, and essential facilities such as the proposed new Police Station.

JAS Pacific's goal of quality and timely reviews is accomplished using a facilitative approach to code compliance. Our approach to public safety uses a roster of experienced staff to proactively collaborate and communicate with the customer to identify and resolve code, design, coordination, and constructability challenges from plan pre-submittal to final inspection.

The JAS Pacific team is anchored by distinguished former public sector professionals such as ICC President Stuart Tom, CALBO President Jeff Janes, and CALBO Past Presidents Bob Latz and Ron Takiguchi. Our plan check services are managed by Bryan Spain and Jack Leonard, licensed professionals with decades of public and private construction experience. Together, this group brings unparalleled and available expertise and leadership to every project.

We would be delighted to explore how JAS Pacific can support the mission of the Development Services Department in a reliable and cost-effective manner. Thank you for considering our team for this pivotal role.

Sincerely,



Raj Patel, P.E.

President

JAS Pacific

1111 16th St, Sacramento CA 95814

Office: 800.818.3677 • Mobile: 626.625.4233 • raj@jaspacific.com

PROJECT MANAGER

JAS Pacific is ready to provide highly skilled staff for **Building Division Services** to the City of Manteca, equipped to handle both current and future increased workloads. Our team offers an immediate, timely, and reliable workforce capable of serving the diverse communities throughout the City. With a unique blend of code expertise and exceptional customer service skills, JAS Pacific's team consistently exceeds service expectations throughout the duration of the contract. Each team member's registration or certification is precisely aligned with their primary job function, ensuring the City receives the best possible fit for its needs.

JAS PACIFIC PROPOSES TO ASSIGN **BOB LATZ AS THE **PROJECT MANAGER** AND PRIMARY CONTACT TO THE CITY OF MANTECA.**

Bob Latz, Certified Building Official, will serve as the Project Manager and coordinate all aspects of the contract while serving as the contact person for building and safety support services and implementation of the proposal. Mr. Bob Latz, CBO is a Vice-President with JAS Pacific and brings extensive experience in Building Division Services. As Project Manager for this contract to the City of Manteca, Mr. Latz with JAS Pacific's team of Building and Fire Plan Reviewers will monitor the timely processing of plans, technical quality of each review, and is available for meetings with plan applicants and the City. Mr. Latz's resume is included in this section with his contact information below.

Mr. Latz's contact information is:

Bob Latz, CBO
Vice-President

1111 16th Street
Sacramento, CA 95814

Office: 800.818.3677
Cell: 209.304.4603

bob@jaspacific.com

BOB LATZ, CBO – VICE PRESIDENT

Mr. Latz is well known within the industry providing over 30 years of experience in the municipal field with proven jurisdictional experience in providing technical resources for staff augmentation, coordination of expedited plan review and special projects, and education and training.

Mr. Latz has experience serving in both the public and private sector. He provides governmental management support for building administration, building inspection, plan review, fire services, code enforcement, public works, and planning. He served as President of the Board of Directors for the California Building Officials Association and continues to serve as the Chair and a valued instructor for the CALBO Training Institute. Mr. Latz was recognized as the 2014 California Fire Chiefs Association Fire Prevention Officers Building Official of the Year and was inducted into the CALBO Hall of Fame.

PROFESSIONAL EXPERIENCE

JAS Pacific

Vice President

CSG Consultants

Regional Manager / Building Official

City of Sacramento

Building Official

City of Stockton

Building Official

EDUCATION / PROFESSIONAL LICENSES

Butte College

Building Technology

International Code Council

Certified Building Official

Certified Combination Inspector

(10) California Inspector Certifications

California Building Officials

Past President (2014-2015)

Chair, CALBO Training Institute

Instructor, CALBO Training Institute

CALBO Educator of the Year

CALBO Hall of Fame

California Fire Prevention Officers (Cal Chiefs)

Building Official of the Year

Sacramento Valley Association of Building Officials

Past President

Western Pacific League of Building Officials

Past President

SECTION 5.2

JAS PACIFIC PROFILE



JAS PACIFIC FIRM PROFILE

FOUNDED: 1993

INCORPORATED: California

FEDERAL EIN: 330604465

TYPE OF BUSINESS: S-Corporation

OWNERSHIP: Jason Addison Smith

REGIONAL OFFICE: 1111 16th Street Sacramento, CA 95814 | (800) 818-3677

PRIMARY CONTACT: Bob Latz | (209) 304-4603 | bob@jaspacific.com



JAS Pacific has been a leading provider of comprehensive municipal building and safety solutions to local and regional building and fire departments across California for over 30 years. Our firm offers hands-on administrative and technical expertise and is well-versed in adapting to various building processes and software systems used by clients.

Our management team brings over 100 years of combined jurisdictional and consultant experience, supported by a staff of nearly 60 professionals with diverse disciplines. We provide a variety of solutions, including temporary and long-term on-site staffing strategies and remote plan review, tailored to meet the unique needs of each jurisdiction.

Our long-standing presence in California ensures efficient contract implementation and service delivery. We leverage our deep understanding of local governmental agencies and their challenges to offer stable, experienced, and technically proficient building and safety services, backed by proven methodologies and business practices.

OUR MISSION

JAS Pacific delivers all services in an adaptive, tailored, and responsive approach as clients' needs shape our service programs. Services are provided by trained, qualified, and experienced personnel from various disciplines including Licensed Professional Engineers and Certified Plans Examiners. With a diverse team of in-house professionals, we provide a full breadth of experience in all levels of local government, our team possesses extensive accreditation and affiliation with numerous jurisdictions and industry-related organizations.

OUR MISSION is to affirm that the City of Manteca will maintain its building standards throughout the community ensuring compliance and minimizing liability and risk factors. JAS Pacific will provide these services in a responsive, cost-effective manner, exceptional customer service to the City, its residents, businesses, and developers.

ORGANIZATIONAL STRUCTURE is strategically balanced with a diverse and select team. Our robust team of experts is led by licensed engineers who are held in the highest regard in the building and safety industry and their leadership is reflected in our team members.

AFFILIATIONS

- International Code Council
- California Building Officials
- International Association of Plumbing & Mechanical Officials
- International Association of Electrical Inspectors
- National Fire Protection Association
- Structural Engineers Association of California
- California Association of Code Enforcement Officers
- County Building Officials Association of California



- Building Plan Review
- Fire Plan Review
- Inspection
- Permit Processing
- Code Adoption
- Building Official
- Accessibility-CASp

STATEMENT OF PROJECT UNDERSTANDING

"Building Your Solutions" reflects our dedication to collaboration, adaptability, and excellence. Whether it's plan review, inspection, permit processing or staffing, we craft solutions that address the unique challenges of the City of Manteca.

1. Tailored Expertise for Manteca

With decades of experience serving California municipalities, JAS Pacific understands the unique challenges of managing diverse and growing urban communities like Manteca. Our team's expertise in building codes, high profile, complex mixed use, multifamily, transit oriented development and green initiatives aligns perfectly with Manteca priorities, from residential growth to encouraging economic development.

2. Proven Leadership and Collaboration

Our Executive Team of expert Building Officials and Fire Marshals bring a collaborative and proactive approach in supporting Manteca well-seasoned building department. We share the goals of the city staff to streamline processes, resolve challenges, and ensure compliance while fostering positive relationships with developers and community stakeholders

3. Efficient and Customized Plan Review and Inspection

JAS Pacific has expertise in all plan review disciplines to verify projects meet Manteca's Building Codes. Our electronic workflow system allows for seamless submittal and status review. Our flexible approach in discussing code deficiencies with applicants and providing detailed digital and written corrections create time savings and reduced backlogs.

4. Innovative Solutions and Training

Our team are active participants in building code development and engage with professional organizations in building department policy development. Our goal is to help Manteca stay ahead of emerging trends and regulations, equipping the city to adapt to evolving needs and maintain excellence in building and safety services.

5. Dedicated Support and Responsiveness

We are committed to providing Manteca with exceptional customer service, ensuring prompt communication, transparency, and a solutions-driven approach to every project.

SCOPE OF PLAN REVIEW SERVICES

BUILDING / FIRE LIFE SAFETY

Our team of Civil Engineers, Architects, and Certified Plan Checkers excel in reviewing residential and commercial plans and calculations for compliance with state and local codes and ordinances. Types of projects reviewed include new construction, tenant improvements, adaptive reuse, multifamily, single family, and ADU's.

STRUCTURAL AND SPECIAL OCCUPANCY

Our licensed Structural Engineers have experience with a variety of structural systems and projects including high-rise, seismic retrofit, parking structures, amusement park rides and attractions, malls, medical facilities, and schools. Their reviews encompass the California Building Codes, and the appropriate ASCE, ACI, and NEHRP standards.

ACCESSIBILITY

Our team includes CASp certified professionals with expertise in federal and state accessibility standards available to review plans for access compliance and provide recommendations for private and public projects.

GRADING

JAS Pacific has licensed Civil Engineers to review plans for grading on single lot and multiple lot developments.

SPECIALITY PLAN REVIEW SERVICES

MECHANICAL / ELECTRICAL / PLUMBING

JAS Pacific has licensed Mechanical and Electrical engineers to review plans for compliance with the California Mechanical, Plumbing, and Electrical Codes, CalGreen, the State Energy Standards, and local reach code requirements. Our experts are also available to provide training and post plan check support to inspection personnel in the field.

SUSTAINABILITY / GREEN BUILDING / ENERGY / WATER EFFICIENT LANDSCAPE

Our engineering staff actively participates in the triennial development of the State Green Building and Energy Standards Codes. Our team's expertise has also assisted in the development and adoption of local reach code ordinances.

STORMWATER MANAGEMENT / SUSMP / SWPPP / LID

JAS Pacific staff is available to review designs for site drainage, erosion control, on-site stormwater retention, and best management practices to comply with state, regional, and local stormwater management requirements.

BUILDING INSPECTION

JAS building inspectors are certified and experienced in residential and commercial building construction and can work from city hall or be dispatched remotely. Our inspectors are trained in providing excellent customer service and are focused on educating homeowners and communicating with contractors to keep projects safe and on schedule. All JAS inspectors are provided with phones, vehicles, fuel, and all other required equipment **at no additional cost**.

DUTIES & RESPONSIBILITIES

- Inspect building construction sites for compliance with state building codes and local ordinances as adopted by the City or mandated by Federal and State requirements, or as directed by the Building Official.
- Assist in coordination of meetings with members of the general public and city staff to provide technical guidance and project coordination in city hall or on the jobsite.
- Prepare written 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 accurate and organized records for the efficient and effective operation of the City.

EMERGENCY EVENTS

- JAS inspectors are SAP Certified and can assist Building Officials with emergency response and damage assessment of structures.

PERMIT PROCESSING

Certified Permit Technicians are available to serve the city both on-site or remotely. Our permit staff are trained in customer service and are competent in a variety of permitting software systems.

DUTIES & RESPONSIBILITIES

- Provides general zoning, building right-of-way, and related code information to permit applicants and the general public.
- Receives and responds to inquiries at the service counter, email, or telephone.
- Reviews permit applications for completeness.
- Issues permits for work to be performed.
- Coordinates plan distribution, processing, and permit issuance with other departments.
- Calculates fees; maintains permit documents, insurance, and license records, logs, and files.
- Answers department phones and assist clerical staff.
- Develops and maintains information sheets for the public.

ADDITIONAL SERVICES TO THE CITY OF MANTECA

In addition to our highly technical quality plan review services, JAS Pacific would like to share our suggestions for technical and procedural innovations which have been successful in engagement and implementation in other jurisdictions.

BUILDING CODE ADOPTION

Adoption of the 2025 California Building Codes will need city council approval by November 2025. At the request of the City, JAS Pacific can perform research on the City's Municipal Code and provide draft documents for review by the City Attorney and other responsible departments for the adoption of the codes, along with any desired City amendments to these codes. Once these documents are approved, JAS Pacific can help schedule the required hearings before the City Council, testify before the City Council, and answer questions regarding proposed amendments. Each of JAS Pacific's Executive Team members have extensive experience in the area of code adoption and can assist the City in future local adoptions.

TRAINING AND CERTIFICATION

JAS Pacific is committed to the continuous education of all staff through both in-house and external training. Mr. Raj Patel, Mr. Stuart Tom, and Mr. Ron Takiguchi are experienced instructors and have provided training to various clients on the building and other codes and regulations. Mr. Patel's area of instruction includes building administration, budget & finance, plumbing, mechanical, green building, energy, and residential fire-sprinkler systems topics. Mr. Tom's area of instruction includes the California Building, Residential and Fire Codes, emergency response, fire codes, and other related topics. Mr. Ron Takiguchi is an experienced trainer and lecturer on the California Electrical Code. He is an adjunct faculty member at UCLA's Extension Program where he instructs a course in Construction Management. These JAS Pacific Team Members are available for training at the City's request.

ACCESSIBILITY ASSESSMENT

JAS Pacific can provide California Access Specialists (CASp) certified inspections and plan reviews with staff knowledgeable about the requirements of Accessibility requirements of the California Building Code for both commercial and residential facilities. Our staff can perform these duties and are available to City staff for further clarification on various issues that arise with implementation..

ADAPTIVE REUSE - BUILDING RE-OCCUPANCY

JAS Pacific's team of code experts, and team members that participate in code development at the national and state levels can advise the City of Manteca on policies to allow Adaptive ReUse and Re-Occupancy of Buildings while maintaining safety and compliant occupancy. As housing needs become more critical, the need for application and understanding of code allowances become key factors in allowing commercial buildings in being converted to housing dwelling units. Mr. Bob Latz also has practical experience in managing adaptive reuse projects while serving the City of Sacramento.

ORDINANCE DEVELOPMENT

Similar to JAS Pacific's Executive Team's development of Building Electrification, Seismic Retrofit, and other City special programs – JAS Pacific can develop building and fire code related ordinances for the City of Manteca. Our ordinance development would include discussion with City staff, the Department Director, research, drafting of an ordinance, meeting with City Attorney staff, drafting of the City Council Staff Report, and presentation of the ordinance to community groups, Commissions and the City Council.

SEISMIC RETROFIT

JAS Pacific have staff who have implemented and conducted seismic retrofit programs for jurisdictions in California. JAS Pacific President Mr. Raj Patel, during this tenure as Building Official for the City of Beverly Hills, initiated a Soft-Story Seismic Retrofit Program for the city's vulnerable soft-story apartment buildings. His development of the program included technical research, initiation of several community meetings, and close correspondence with the City Manager and City Council before success passage of the ordinance, and a high completion rate of Soft-Story buildings in Beverly Hills.

JAS Pacific Senior Vice-President Mr. Ron Takiguchi initiated and implemented a comprehensive seismic retrofit program while he was Building Official for the City of Santa Monica. This included a mandatory seismic retrofit for all vulnerable building types including Soft-Story Buildings, Non-Ductile Concrete Buildings, and the Nation's First Mandatory Seismic Retrofit of Steel-Moment Frame Buildings. Related to this experience, Mr. Takiguchi authored a paper entitled "City of Santa Monica: Successful Implementation of Smaller Community Resilience" that was published and presented at the Earthquake Engineering Research Institute's 2018 - 11th U.S. National Conference on Earthquake Engineering Conference. JAS Pacific can work with staff at Manteca to advise, develop and initiate such programs

REACH CODES / ZERO NET ENERGY

During his tenure as Building Official for the City of Santa Monica, Mr. Ron Takiguchi – while working with the Planning Department and Office of Sustainability and the Environment of Santa Monica developed a mandatory Zero Net Energy (ZNE) Code for new single-family dwellings – the third such ordinance to be implemented in the State of California. The basis for ZNE achievement was mandatory installation of a solar photovoltaic system and other measures – years prior to the California Energy Commission's requirement of solar augmentation. JAS Pacific can work with Building & Safety for similarly related programs

BUILDING ELECTRIFICATION

Prior to the ruling of the United States Supreme Court to restrict banning of natural gas in buildings, Ron Takiguchi, during his tenure as Building Official for the City of Pasadena, and Bob Latz serving the City of Sacramento, developed mandatory Building Electrification Programs for new commercial and multi-family buildings. Pasadena's Building Electrification Program provided several exceptions to the mandate while seeking health and environmental benefits of reduced fossil fuels in buildings. Sacramento's Electrification Program was specialized for new commercial applications with exceptions for the restaurant community and existing businesses.

GREEN BUILDING - SUSTAINABILITY

The process of State Building Code adoption provides an advanced look at developing and proposing codes and standards. Included in this process are the Workgroups of various State Agencies and the Code Advisory Committees of the California Building Standards Commission. Ron Takiguchi, member of the Green Building Code Advisory Committee – since the inception of the CALGreen Code – has an advanced look of proposed standards that are publicly discussed and approved for the next building code cycle. Being at the development forefront, Ron Takiguchi and JAS Pacific can advise the City on measures in anticipation of development and building standards, and can advise on City amendments to the CALGreen Code – and California Energy Code.

SERVICE GOALS

TYPE	1ST REVIEW	SUBSEQUENT REVIEWS
Residential		
Residential Addition/Remodel	8 Working Days	5/3 Working Days
Accessory Dwelling Unit	7 Working Days	5/3 Working Days
New Single Family Dwelling	10 Working Days	5/3 Working Days
New Duplex Dwelling	10 Working Days	5/3 Working Days
New Multifamily Dwelling	15 Working Days	10 Working Days
Non-Residential		
New Multi-Occupancy	10 Working Days	5 Working Days
Structural Tenant Improvements	10 Working Days	5 Working Days
*Minor Tenant Improvement	8 Working Days	5 Working Days
*New Commercial/Industrial	15 Working Days	8/5 Working Days
Miscellaneous		
Seismic Retrofit	10 Working Days	5 Working Days
Telecommunication Facilities	5 Working Days	3 Working Days
Shoring	10 Working Days	5 Working Days
Sign	5 Working Days	3 Working Days
MEP (separate submittal)	10 Working Days	5 Working Days
Grading (separate submittal)	10 Working Days	5 Working Days
Walls, Decks, Misc. Structures	10 Working Days	5 Working Days

***FOOTNOTES/NOTES:**

Above time frames are for most average projects; larger/complex projects may take longer and will be negotiated with the Building Official. Expedite plan check services are available upon the City's request, reducing the timeframe by up to 50% for an additional fee, while maintaining the same quality review.

EXECUTIVE TEAM

Each executive team member has specific government experience and expertise providing the most relevant and current service.

Through the Project Manager, the City of Manteca has direct and immediate access to our executive team that is able to provide technical, administrative, and specialized building and safety services.

In standard service to jurisdictions, support by the executive team is at no charge to the jurisdiction.



RAJ PATEL, PE – PRESIDENT

With over 35 years of public sector experience, Mr. Patel has thorough knowledge and expertise in all aspects of building services. As Building Official for the County of Los Angeles, he managed building and safety operations for the unincorporated city and seventeen incorporated contract cities. He also managed Public Works Services for the unincorporated city and thirty-eight cities. Mr. Patel also served as the Building Official for the City of Beverly Hills for five years.

Mr. Patel serves on local, state, and national committees and boards. He is currently Vice-Chair of the California Building Standards Commission and Vice-President of the California Building Officials. He has been recognized by the California Senate, ICC, IAPMO, IEEE, and CALBO, among others with many honors and awards, including most recently International Code Council's 2023 International Code Official of the Year.

PROFESSIONAL EXPERIENCE

JAS Pacific

President

City of Beverly Hills, Building

Department

Building Official & Assistant Director of
Community Development

**County of Los Angeles, Building and
Safety Division**

Superintendent of Building

**County of Los Angeles, Building and
Safety Division**

Chief Plumbing & Mechanical Engineer &
Inspector

EDUCATION / PROFESSIONAL LICENSES

UC Los Angeles

BS, Mechanical Engineering

State of California

Licensed Mechanical Engineer

**California Building Standards
Commission**

Vice-Chair (Governor Appointment)
Chair, Code Adoption Subcommittee

California Building Officials

Past President (2015-2016) Currently
serving as Vice-President

Building Official of the Year Award

California Training Institute, Vice-Chair

Course Development Merit Award

**California Fire Prevention Officers
(CalChiefs)**

Building Official of the Year Award

International Code Council

International Code Official of the Year
Award

RON TAKIGUCHI, PE, CBO – SENIOR VICE PRESIDENT

With over 35 years of City and Municipal experience, Mr. Takiguchi is very experienced in management of building department operations, and residential and commercial property development. He is a California Registered Professional Engineer, and a Certified Building Official. Having served as Chief Building Official for three major Southern California cities, and Deputy Building Official for the County of Los Angeles, Mr. Takiguchi is familiar with local issues on a large scale and at the community level. His management duties included plan review, building inspection, permit counter activities, code enforcement, budget and contracts. In his tenure, he has developed programs for green building and resilience, seismic retrofit, and building electrification. He is well-versed in technical applications of the California Building Standards Code, construction procedures, and engineering principles.

He is the current chair of the California Building Standards Commission, Plumbing-Electrical-Mechanical-Energy Code Advisory Committee, and a long-standing member of the Green Building Code Advisory Committee. Mr. Takiguchi is an adjunct professor at the University of California Los Angeles Extension Program in the Civil and Environmental Engineering – Construction Management Program. He is a past president of California Building Officials, and the Los Angeles Basin Chapter of ICC.

PROFESSIONAL EXPERIENCE

JAS Pacific Senior Vice President

City of Pasadena Building Official

City of Burbank Building Official

City of Santa Monica Building Official

County of Los Angeles
Deputy Building Official

District Engineer, City of Carson &
Universal Studios

EDUCATION / PROFESSIONAL LICENSES

CSU Los Angeles BS Electrical
Engineering

State of California Licensed Electrical
Engineer

California Building Standards Commission
Code Advisory Committee - Plumbing/
Electrical/ Mechanical/Energy, Chair

California Building Officials
Past President (2016-2017)

Building Official of the Year Award

**California Fire Chiefs Fire Prevention
Officers**
Building Official of the Year Award

BRYAN SPAIN, PE, CASP – VICE PRESIDENT

Mr. Spain has more than 35 years of experience in a wide capacity as structural design engineer, Building Official for several municipalities, structural plan reviewer, and regional manager for private building & safety consulting firms. He is a registered Civil Engineer in the State of California and certified by the Division of the State Architect as a Certified Access Specialist (CASP). His experience and expertise in building codes and standards makes Mr. Spain a well-respected professional in code applications and solutions.

In his career, Mr. Spain has served as contract Building Official for the City of Solvang and as a regional manager to several jurisdictions. He is well-understanding of building code applications, plan check operations and the importance of serving the public and the community. Mr. Spain is well-adept in administering building department operations, permit systems and building code adoption. As a structural design engineer, Mr. Spain was involved in the seismic retrofit of the First Bank of Italy building in Lompoc, California. He also conducted the structural evaluation of the Old Powerhouse Building and remodel of the El Corral Bookstore on the campus of Cal-Poly San Luis Obispo.

PROFESSIONAL EXPERIENCE

- JAS Pacific** Vice President
- CSG Consultants** Regional Manager / Senior Principal Engineer
- Bureau Veritas** Regional Manager / Principal Plan Review Engineer
- California Code Check** Vice President / Regional Manager
- City of Solvang** Building Official
- City of Simi Valley** Associate Plan Check Engineer
- Fred Schott & Associates Structural Engineers** Project Engineer

EDUCATION / PROFESSIONAL LICENSES

- Cal Poly SLO**
BS Architectural Engineering
- State of California**
Licensed Civil Engineer
- CA Division of the State Architect**
Certified Access Specialist (CASP)
- California Building Officials**
Board of Directors (2017-2022)
Structural Code Committee
Emergency Preparedness Committee
Access Committee
- International Code Council**
Certified Building Plans Examiner
Past President Central Coast Chapter
- County Building Officials Association of California** Past Board Member

JEFF JANES, CBO, CFM – VICE PRESIDENT

Mr. Janes is a highly experienced ICC Certified Building Official with extensive building department administration and management experience. He is experienced in supervision and coordination of the activities, operations of jurisdictional building and safety divisions, including the University of California, Merced expansion project. In addition, Mr. Janes has served as a Regional Manager for the the Central Valley to the Central Coast. Specific skills include budget strategy, preparation and oversight, and implementation of best practices across multiple departments. Mr. Janes is knowledgeable in enforcing compliance and minimum standards to safeguard life, limb, health, property and public welfare.

Mr. Janes has also successfully guided department staff with inspection and plan review for all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mr. Janes also makes a difference to our clients and those he works with through his skills in complaint resolution, problem solving, damage assessment and team building.

PROFESSIONAL EXPERIENCE

- JAS Pacific** Vice President
- CSG Consultants** Regional Manager / Building Official
- Interwest Consulting Group** Regional Manager / Building Official
- University of Merced** Building Official / Project Manager
- City of Sonora** Building Official
- County of Fresno** Building Official
- County of Madera** Building Official

EDUCATION / PROFESSIONAL LICENSES

- San Francisco Institute of Architecture**
Master of Science, Ecological Design
Bachelor of Science, Architecture
- Harvard University**
Special Studies Design Program
- California Building Officials**
Past President (2018-2019)
Currently serving as President
- County Building Officials Association of California**
Past President
Building Official of the Year

STUART TOM, PE, CBO – CHIEF TECHNICAL OFFICER

With over 30 years of public sector experience, Mr. Tom has thorough knowledge and expertise in various aspects of building and safety services along with fire services. As the State of California and Washington Licensed Civil Engineer, an ICC certified building official, and plans examiner, he has held positions including Chief Building Official, Fire Marshal, Engineering Bureau Training Officer, Staff Engineer, and Structural Engineer Specialist. As the building official, Mr. Tom was responsible for the oversight of engineering, inspection, and administrative activities for the third-largest city within Los Angeles City. He directed all activities within the Permit Services Center including the review of development plans to ensure compliance with zoning, building, fire, traffic, and grading standards. As a Fire Marshal, Mr. Tom was responsible for oversight of fire and life safety standards necessary to protect the general population along with the management of the Fire Engineering Division, which performs fire plan checks and inspections for all new construction throughout the City. The department also administered programs related to hazardous and industrial waste management critical to protecting the environment.

As a recognized expert in various fields of structural design and life-safety systems, including his expertise in fire protection where he was the major contributor to Chapter 7A in the California Building Code. Mr. Tom serves as the current President of the International Code Council. Mr. Tom is the recipient of several other awards, including the CALBO President's Award in 2010, and he was inducted as a Fellow into the Institute for the Advancement of Engineering.

PROFESSIONAL EXPERIENCE

JAS Pacific Chief Technical Officer

City of Glendale, Fire Marshal, Building Official

City of Los Angeles Structural Engineering Specialist, Bureau Training Officer

State of Washington

Licensed Civil Engineer

International Code Council

2023-24 ICC President

California Building Officials

Fire Advisory Committee

Seismic Safety Committee

Building Official of the Year

President's Award

California State Fire Marshal

Core Advisory Committee

Height & Area Code Amendment

Committee WUI Committee

EDUCATION / PROFESSIONAL LICENSES

Cal Poly SLO MS, Civil Engineering

UC Berkeley BS, Chemical Engineering

State of California

Licensed Civil Engineer

JACK LEONARD, PE, CBO – DIRECTOR OF ENGINEERING

With over 30 years of experience, Mr. Leonard has a strong combination of both private and public sector expertise in building services. As a California licensed civil engineer and ICC certified building official, he has held positions such as Assistant Engineer, Design Engineer, Plan Review Engineer, Building Director, and Building Official. Mr. Leonard served as the Building Director for the City of Bakersfield from which he retired after over 16 years of service. Mr. Leonard's lengthy experience includes expertise in building structural, building life safety, mechanical, plumbing, and electrical reviews. He was responsible for the development and implementation of department policy; managed, organized, and oversaw the acquisition of personnel; directed the development and implementation of annual budget.

Mr. Leonard also chaired and participated as a member of the Board of Zoning Adjustment; acted as the Public Hearing Officer for Code Enforcement Hearings and Animal Control Appeals Board; represented the Building Division at City Council meetings, Planning Commission meetings, Board of Building Appeals hearings, Accessible Appeals Board hearings, and at civil and criminal court proceedings. Another key area of responsibility was the interpretation and enforcement of California Building codes, laws, ordinances and regulations and the calculation and development of fee structures for building divisions. Having managed several types of building departments at different levels in the public sector, Mr. Leonard has acquired the ability of quickly and efficiently assessing service levels and needs. While with JAS Pacific, Mr. Leonard has served as the Building Official for the City of Manteca and as the Building and Safety Director for the City of Santa Monica.

PROFESSIONAL EXPERIENCE

JAS Pacific Director of Engineering

County of San Bernardino Building
Official

City of Santa Monica Building Official

JT Leonard Engineering
Structural Engineering Consultant

City of Bakersfield Building Official

EDUCATION / PROFESSIONAL LICENSES

Minner & Davis Structural Engineering
Design Engineer

CSU Fresno BS, Civil Engineering

State of California
Licensed Civil Engineer

State of Arizona
Licensed Professional Civil Engineer



January 8, 2024

Brad Wungluck
Deputy Director, City of Manteca
1215 West Center Street, Suite 201
Manteca, CA 95337

RE: JAS Pacific, Inc.

Dear Mr. Wungluck,

We are the accountants for Jason Addison Smith Consulting Services, Inc. d/b/a JAS Pacific, Inc. Management requested that we write to you with regards to the Company's financial stability.

As of December 31, 2023, JAS Pacific, Inc. has a net working capital in excess of \$2,500,000. In addition, during the last 3 years, JAS Pacific, Inc. had an average taxable income of approximately \$2,350,000. Based on that, in my professional judgment, I believe that JAS Pacific, Inc. is financially stable.

Please be advised that the figures above were not audited or reviewed by our firm. The working capital assessment is based on the financial information provided by management and the average taxable income is based on the tax returns prepared by our firm.

Should you have any questions, please free to call me at (714) 990-1040 ext. 178.

Sincerely,
FRAZER, LLP

A handwritten signature in blue ink, appearing to read "Ralph Lizardo", is written over a faint, light blue circular stamp.

Ralph Lizardo
Certified Public Accountant

cc: Jason Smith
Bob Latz

SECTION 5.3

QUALIFICATIONS



JURISDICTIONAL EXPERIENCE

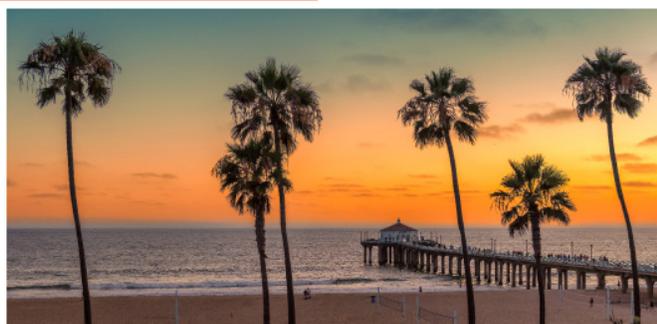
Below is a partial list of our clientele demonstrating our experience - including both long-term and new clients - for which we perform work as proposed for the City of Manteca. We have a long-standing reputation for excellent customer service and accuracy in the completion of services with the entities we serve. The clients listed below highlight those with similar geography and project complexity that require an elevated level of expertise.

01

CITY OF MANHATTAN BEACH, CALIFORNIA

COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY

1400 Highland Avenue | Manhattan Beach, CA 90266 | (310) 802-5525



CONSULTANT SERVICES

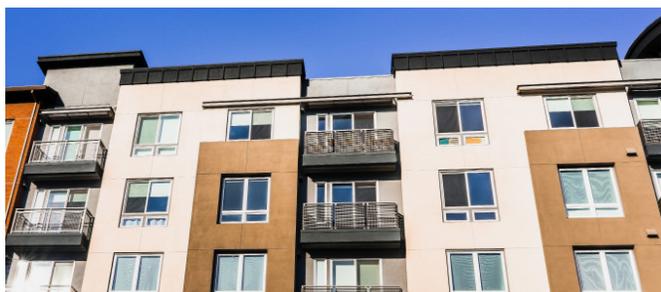
Plan Check, Building Inspection, Permit Issuance

CONTRACT PERIOD

2022 to Present

JAS Pacific currently provides **Plan Check Services** for the Building, Public Works and Fire Department. Our team has reviewed numerous new single-family

residences within the California Coastal Zone which include the demolition of existing homes for the construction of multi-story homes with basements and subterranean garages. During these reviews, we have paid special attention to the unique code requirements due to the proximity to the ocean and hillside construction.



PROJECT VERANDAS

The demolition of existing structures and the construction of a new, 96,217 square-foot, four-story multifamily residential structure, 37 to 50-feet in height, containing 79 rental dwelling units, six of which will be set aside for very low income households, with an attached 127-car, subterranean garage.



MIXED-USE DEVELOPMENT

The new construction on a 1.5 acre lot of an L-shaped four-story structure containing 162 hotel rooms with parking for 152 vehicles. Plans also call for the construction of a separate two-story building featuring 9,455 square feet of office space and 6,893 square feet of ground-floor retail.

02

CITY OF SANTA MONICA, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION**

1717 4th Street | Santa Monica, CA 90401 | (310) 458-8295



CONSULTANT SERVICES

Plan Review, Inspection

CONTRACT PERIOD

2002 to Present

JAS Pacific provides **Plan Review and Inspection services** to the Building & Safety Division. We have performed reviews and inspections of single-family residences, mixed-use and multi-family projects, restaurants, retail, warehouses, and industrial projects. Projects reviewed include the Santa Monica Promenade (570,000 sqft) renovation, 3 levels, 120 retail stores and restaurants, and 2 multistory parking structures.

03

CITY OF LONG BEACH, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION**

411 West Ocean Blvd | Long Beach, CA 90802 | (562) 570-6921



CONSULTANT SERVICES

Plan Check, Building Inspection, Permit Issuance, Code Enforcement

CONTRACT PERIOD

2010 to Present

JAS Pacific currently provides **Plan Check and Inspection Services** to the City's Building and Safety Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed. JAS Pacific has been contacted on numerous occasions to provide expert advice on various projects including the \$520,000,000 Civic Center Update.

| EXPERIENCE - JURISDICTIONS SERVED |

04

COUNTY OF LOS ANGELES, CALIFORNIA

**PUBLIC WORKS DEPARTMENT
BUILDING & SAFETY**

900 S. Fremont Ave | Alhambra, CA 91803 | (626) 458-6385



CONSULTANT SERVICES

Plan Check, Building Inspection, Permit Issuance, and Code Enforcement

CONTRACT PERIOD

1999 to Present

JAS Pacific currently provides **Plan Review, Permit Processing, Professional Development, Field Inspection, and Code Enforcement services** to the

Building Division. We have assisted the City with plan checks and inspections on various high-profile projects. We have assisted the city with Code Adoption, Department Manual Development, and staff augmentation.



PIER 44 MARKET PLACE

Renovation of 80,000 square feet., sea wall and restaurant, dry dock storage, boater's lounge, boat repair shop, sales offices, community room and promenade.



VETERANS COLLECTIVE

The renovation of historic and existing buildings, and new construction including, but not limited to, a new 3 & 4 story structure totaling 112 units. The project includes theater and picnic areas, a community room, office space and a fitness center.



WEST CARSON VILLAS

The new construction of a 4-story affordable housing complex consisting of 111 one, two, and three bedroom units. Onsite amenities include a common room, conference centers, a yoga room, a playground, and ground-floor parking for 83 vehicles.

| EXPERIENCE - JURISDICTIONS SERVED |

05

CITY OF PASADENA, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES DIVISION**

100 North Garfield Ave | Pasadena, CA 91101 | (626) 744-7311



CONSULTANT SERVICES

Plan Check, Building Inspection, Clerical

CONTRACT PERIOD

2010 to Present

JAS Pacific currently provides **Plan Check and Building Official services** to the City. Our plan check services are provided to the Building, Fire and Public Works departments for various projects including

multi-story medical and apartment projects, tenant improvements, new single-family residences, and accessory dwelling units.

06

CITY OF BEVERLY HILLS, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION**

455 North Rexford Drive | Beverly Hills, CA 90210 | (310) 285-1154



CONSULTANT SERVICES

Plan Check, Building Inspection, Permit Issuance

CONTRACT PERIOD

2017 to Present

JAS Pacific currently provides **Plan Check for building, plumbing, mechanical, electrical, public works, and fire components of residential and**

commercial projects. Additionally, we have intermittently provided Inspection, Code Enforcement, and Permit Issuance services. Projects we have worked with the City on include multiple tenant improvements up and down Rodeo Drive, mega-mansions over 15,000 square feet (with subterranean parking, basements, and boiler rooms, and Cheval Blanc (250,000 square foot facility with a luxury hotel, multiple restaurants, private club member amenities, and lower-level retail along Rodeo Drive.)

| EXPERIENCE - JURISDICTIONS SERVED |

07

CITY OF BURBANK, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION**

150 North 3rd Street | Burbank, CA 91502 | (818) 238-5220



CONSULTANT SERVICES

Plan Check, Building Inspection, Permit Issuance

CONTRACT PERIOD

2017 to Present

JAS Pacific is contracted to provide **Plan Check, Building Inspection, and Permit Issuance services** to the Building & Safety Division. We have reviewed a

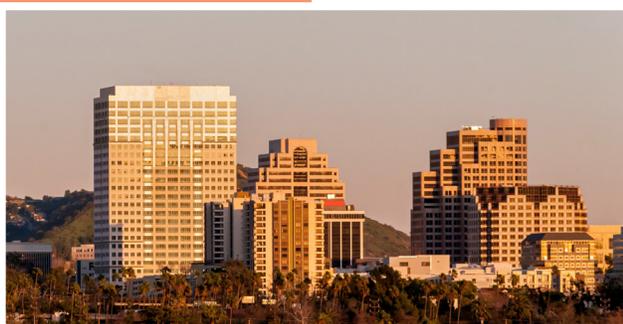
broad range of projects for the city including high profile projects such as 8 story buildings to tenant improvements, studio renovations, and accessory dwelling units.

08

CITY OF GLENDALE, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION**

613 East Broadway | Glendale, CA 91206 | (818) 550-4400



CONSULTANT SERVICES

Plan Check, Building Inspection, Clerical

CONTRACT PERIOD

2013 to Present

JAS Pacific is currently contracted to provide **Plan Check and Building Inspection services** for the City. We have conducted numerous reviews and combination inspections on both residential and commercial projects, ranging from simple residential

room additions to complex nine-story high-rise renovations. Notably, one of our projects on North Central Avenue in downtown Glendale marked the first approved multifamily residential development in Glendale in over three years. This project involved adding five stories to a four-story parking structure, creating a nine-story building with 45 new residential units and an amenity deck.

| **EXPERIENCE - JURISDICTIONS SERVED** |

09

CITY OF CULVER CITY, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES DIVISION**

9770 Culver Blvd | Culver City, CA 90232 | (310) 253-5818



CONSULTANT SERVICES

Plan Check, Building Inspection, Building Official

CONTRACT PERIOD

2009 to Present

JAS Pacific is currently contracted to provide the City with **Plan Check, Building Inspection, Code Enforcement and Interim Building Official services**

within their Community Development Department, Building and Safety and Fire Prevention Divisions. JAS Pacific has been responsible for the structural, plumbing, mechanical and electrical reviews of various high profile, complex projects including mixed-use, residential and commercial structures.

10

CITY OF SANTA CLARITA, CALIFORNIA

**COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING & SAFETY DIVISION**

23920 Valencia Blvd St | Santa Clarita, CA 91355 | (661) 255-4935



CONSULTANT SERVICES

Plan Check, Building, Permit Issuance

CONTRACT PERIOD

2008 to Present

JAS Pacific is contracted to provide **Plan Check & Permit Issuance services** to the Building & Safety Division. We have reviewed a broad range of projects for the city including single-family

residences, mixed use & multi-family projects, and restaurants.

REFERENCES

CLIENT	CONTACT	SERVICES PROVIDED	PHONE NUMBER
<p>COUNTY OF LOS ANGELES 1999 to Present</p>	<p>Juan Madrigal, SE Superintendent of Building juanmadrigal@dpw.lacounty.gov</p>	<p>Plan Review Inspection Code Adoption Permit Issuance</p>	<p>(626) 458-6387</p>
<p>CITY OF PASADENA 2010 to Present</p>	<p>Jesse DeAnda Building Official jdeanda@cityofpasadena.net</p>	<p>Plan Review Building Official Permit Issuance</p>	<p>(626) 744-4200</p>
<p>CITY OF BURBANK 2017 to Present</p>	<p>Mario Osuna Building Official mosuna@burbankca.gov</p>	<p>Plan Review Inspection Permit Issuance</p>	<p>(818) 238-5220</p>
<p>CITY OF LONG BEACH 2010 to Present</p>	<p>Truong Huynh, PE, CBO Deputy Director truong.huynh@longbeach.gov</p>	<p>Plan Review Building Official Permit Issuance</p>	<p>(562) 570-6593</p>
<p>CITY OF GLENDALE 2013 to Present</p>	<p>Ara Sargsyan , PE, CBO Building Official asargsyan@glendaleca.gov</p>	<p>Plan Review Building Official Inspection</p>	<p>(818) 548-3200</p>
<p>CITY OF MANHATTAN BEACH 2022 to Present</p>	<p>Ryan Heise, CBO Building Official rheise@manhattanbeach.gov</p>	<p>Plan Review Permit Issuance Inspection</p>	<p>(310) 802-5544</p>

PROPOSED STAFFING PLAN



BOB LATZ, CBO

Project Manager

BRYAN SPAIN PE, CASP

Plan Check Manager

BUILDING

Jeff Nespor | PE CASp, CBO

Scott Martini | PE

Joshua Hussey | PE

Mike Lapraik | SE FPE CASp

Peter Tung | PE

Steven Stokes | CBO

Marcell McElroy

Mike Midstokke | CASp, CBO

SPECIALITY

Henry Pio | PE

Elie Maalouf | PE

FIRE

Foster McLean

Mike Visnagra | FPE

James Carver

GRADING | STORM WATER

Chris Chew | PE

TEAM MEMBER	EDUCATION, LICENSES & CERTIFICATIONS	EXPERIENCE
<p>JEFF NESPOR, PE, CBO, CASp Plan Check Engineer Building Accessibility</p>	<p>Education Bachelor of Science, Civil Engineering State of California Licensed Civil Engineer Certified Access Specialist</p>	<p>Over 25 years of Building & Safety experience JAS Pacific Plan Review Engineer City of Santa Monica Plan Review Engineer California Code Check Plan Review Engineer</p>
<p>SCOTT MARTINI, PE Plan Check Engineer Building</p>	<p>State of California Licensed Civil Engineer Education Bachelor of Science, Civil Engineering</p>	<p>Over 19 years of Public Works experience JAS Pacific Plan Check Engineer CSG Consultants Plan Check Engineer Bureau Veritas Plan Check Engineer</p>
<p>JOSHUA HUSSEY, PE Plan Check Engineer Building</p>	<p>Education Bachelor of Science, Civil Engineering State of California Licensed Civil Engineer International Code Council Building Official, Plans Examiner</p>	<p>Over 15 years of Building & Safety experience JAS Pacific Plan Review Engineer County of Los Angeles Capital Projects Section Head, Affordable Housing Coordinator Hussey Engineering & Design Owner</p>

| **PLAN REVIEW** |

TEAM MEMBER	EDUCATION, LICENSES & CERTIFICATIONS	EXPERIENCE
<p>MICHAEL LAPRAIK, SE, PE, FPE, CBO, CASp</p> <p>Plan Check Engineer Building Structural Fire Protection Accessibility</p>	<p>Education</p> <p>Master of Science, Structural Engineering</p> <p>Master of Arts, Policy, and Administration</p> <p>Bachelor of Science, Civil Engineering</p> <p>Associate of Science, Fire Technology</p> <p>State of California</p> <p>Licensed Structural Engineer</p>	<p>Over 25 years of Building & Safety experience</p> <p>JAS Pacific</p> <p>Plan Review Engineer</p> <p>County of Ventura</p> <p>Plan Check Engineer III</p> <p>City of Fillmore</p> <p>Building Official & City Engineer</p> <p>City of Glendale</p> <p>Senior Building Code Specialist</p>
<p>PETER TUNG, PE</p> <p>Plan Check Engineer Building</p>	<p>Education</p> <p>Bachelor of Science, Civil Engineering</p> <p>State of California</p> <p>Licensed Civil Engineer</p>	<p>Over 30 years of Building & Safety experience</p> <p>JAS Pacific</p> <p>Plan Review Engineer</p> <p>City of Santa Monica</p> <p>Plan Review Engineer</p> <p>City of Monterey Park</p> <p>Plan Review Engineer</p>
<p>STEVEN STOKES, CBO</p> <p>Plan Check Building</p>	<p>Education</p> <p>Bachelor of Science, Architecture</p> <p>International Code Council</p> <p>Building Official Plans Examiner</p>	<p>Over 30 years of Building & Safety experience</p> <p>JAS Pacific</p> <p>Plan Review Engineer</p> <p>CSG Consultants</p> <p>Building Official / Plans Examiner</p> <p>City of Rancho Cordova</p> <p>Building Official</p>

TEAM MEMBER	EDUCATION, LICENSES & CERTIFICATIONS	EXPERIENCE
<p>MARCELL MCELROY Plan Check Building</p>	<p>Education Bachelor of Science, Civil Engineering International Code Council Plans Examiner, Commercial Building Inspector, Residential Building Inspector, Structural Masonry Inspector</p>	<p>Over 15 years of Building & Safety experience JAS Pacific Plan Review Engineer County of Riverside Plans Examiner II, Building Inspector City of Hesperia Building Inspector PAR Electrical Contractors Foundation Inspector</p>
<p>MICHAEL MIDSTOKKE, CBO, CASp Plan Check Building Accessibility</p>	<p>Education Bachelor of Science, Architectural Engineering International Code Council Plans Examiner, Building Official Certified Access Specialist,</p>	<p>Over 25 years of Building & Safety experience JAS Pacific Plan Review Engineer City of Beverly Hills Supervising Building Inspector, Building Inspector</p>
<p>ELIE MAALOUF, PE Plan Check Engineer Electrical</p>	<p>Education Master of Science, Electrical Engineering Bachelor of Science, Electrical Engineering State of California Licensed Electrical Engineer</p>	<p>Over 35 years of Building & Safety experience JAS Pacific Plan Review Engineer City of Los Angeles Electrical Plan Check Supervisor, Case Manager, Chief of Counter Services – Electrical Division, Chief Electrical Plan Check Los Angeles Trade-Tech College Instructor</p>

| **PLAN REVIEW** |

TEAM MEMBER	EDUCATION, LICENSES & CERTIFICATIONS	EXPERIENCE
<p>HENRY PIO, PE Plan Check Engineer Building Mechanical Electrical</p>	<p>Education Bachelor of Science, Mechanical Engineering State of California Licensed Electrical Engineer Licensed Mechanical Engineer</p>	<p>Over 30 years of Building & Safety experience JAS Pacific Plan Review Engineer City of Santa Clarita Plan Review Engineer City of San Diego Plan Review Engineer County of San Diego Plan Review Engineer</p>
<p>CHRIS CHEW, PE Plan Check Engineer Building Grading</p>	<p>State of California Licensed Civil Engineer Education Master of Science, Civil Engineering Bachelor of Science, Civil Engineering</p>	<p>Over 30 years of Public Works experience JAS Pacific Plan Check Engineer City of Glendale, Public Works Department Principal Civil Engineer Senior Civil Engineer Civil Engineer I/II Civil Engineer Associate</p>
<p>DENA FOOSE, CFM Plan Check Fire Protection</p>	<p>Education Master of Arts Bachelor of Science, California State Fire Marshal Office Fire Prevention Officer Fire Investigator Hazardous Materials</p>	<p>Over 35 years of Public Works experience JAS Pacific Plan Check Engineer City of Lompoc Battalion Chief / Fire Marshal</p>

TEAM MEMBER	EDUCATION, LICENSES & CERTIFICATIONS	EXPERIENCE
<p>MICHAEL VISNAGRA, FPE Plan Check Engineer Fire Protection Fire Systems</p>	<p>Education Bachelor of Science, Civil Engineering State of California Fire Protection Engineer</p>	<p>Over 30 years of Fire Prevention experience JAS Pacific Plan Review Engineer County of Los Angeles Supervising Fire Prevention Engineering Assistant, Fire Prevention Engineering Assistant II, Fire Prevention Engineering Assistant I All State Fire Fire Prevention Engineer</p>
<p>FOSTER MCLEAN Plan Check Fire Protection</p>	<p>Education Master of Public Administration Bachelor of Science, Environmental & Occupational Health Science State of California Hazardous Materials Specialist (CSFM) Fire Protection Specialist (CSFM)</p>	<p>Over 23 years of Fire Prevention experience JAS Pacific Plan Review Engineer City of Glendale Fire Marshal Senior Fire & Environmental Safety Specialist, Fire & Environmental Safety Specialist California Institute of Technology Hazardous Waste Manager</p>
<p>JAMES CARVER Plan Check Fire Protection</p>	<p>Education Associate of Science, Fire Science California State Fire Marshal Office Fire Prevention Officer Public Education Officer Fire Investigator Hazardous Materials</p>	<p>Over 35 years of Fire Prevention experience JAS Pacific Plan Review Engineer City of El Segundo Fire Marshal City of Simi Valley Senior Engineer County of Los Angeles Associate Civil Engineer</p>

SECTION 5.4

PROPOSAL EXCEPTIONS

PROPOSAL EXCEPTIONS

JAS Pacific has no exceptions to the City of Manteca's RFP conditions, requirements, and sample contract.

A handwritten signature in black ink that reads "Raj Patel". The signature is written in a cursive, flowing style.

Rajesh Patel, P.E.

President
JAS Pacific

SECTION 5.5

PROPOSAL COST SHEET AND

RATES



DESCRIPTION OF SERVICE	HOURLY RATE (*UNLESS NOTED AS PERCENTAGE)
Complete Building Plan Review	65% of Total Plan Check Fees
Structural Plan Review Only	40% of Total Plan Check Fees
Principal Engineer	\$185.00 / Hour
Certified Building Official	\$175.00 / Hour
Deputy Building Official	\$165.00 / Hour
Licensed Structural Engineer (Building Plan Check)	\$165.00 / Hour
Licensed Professional Engineer (Civil, Electrical, & Mechanical)	\$160.00 / Hour
Plans Examiner (Building, Electrical, Mechanical, & Grading Plan Check)	\$135.00 / Hour
Licensed Civil Engineer (Grading Plan Check)	\$160.00 / Hour
Licensed Geotechnical Engineer (Grading Foundation Plan Check)	\$170.00 / Hour
Solar Residential	Flat Fee \$378
Certified Access Specialist (Speciality CASp Plan Check)	\$160.00 / Hour
Senior Building Inspector (Commercial, Large Res)	\$135.00 / Hour
Combination Building Inspector (B11 / B12)	\$125.00 / Hour

| **COST** |

DESCRIPTION OF SERVICE	HOURLY RATE (*UNLESS NOTED AS PERCENTAGE)
On-Site Certified Permit Technician	\$95.00 / Hour
Remote Certified Permit Technician	\$80.00 / Hour
Admin / Permit Specialist	\$75.00 / Hour
Fire Protection Engineer	\$180.00 / Hour
Fire Marshal	\$150.00 / Hour
Certified Fire Plans Examiner	\$135.00 / Hour
Senior Fire Inspector	\$140.00 / Hour

COST FOOTNOTES/NOTES:

*All Building/Discipline Plan Check Services may be expedited subject to mutually acceptable terms with the City or City Customer for a minimum cost of 1.5 times the specified rate.

All percentage/hourly rates specified include (non-prevailing wage) salaries, insurance, benefits, local commute, normal administration assistance for transporting/logging/tracking/returning plans and documents, and standard office expenses (not including Certified Access Specialist - CASp expenses if required).

Should additional Administrative Services be requested which exceed the normal plan processing tasks, JAS may charge additional hourly Admin rates subject to approval by the City Building Official / Community Development Director.

Services rendered outside normal business hours Monday through Friday 8:00am - 5:00pm, including weekend and holidays will be billed at either 1.5x or 2x the hourly rate as applicable.

Payment Terms are 30 days from receipt of Invoice, unless previously agreed upon.

Specified JAS rates are subject to increase each subsequent fiscal year on July 1st, based upon the Consumer Price Index (CPI) as applicable for this region.



ATTACHMENT 3

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**

"City of Manteca, its officers, officials, employees, agents, and volunteers".

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:

"City of Manteca, its officers, officials, employees, agents, and volunteers".

Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall

- be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.