

December 6, 2005

Honorable Mayor and Members  
of the Hermosa Beach City Council

Regular Meeting of  
December 13, 2005

**SUBJECT: CONTRACT AMENDMENT FOR ON-GOING STAFF SERVICES FOR INTERIM  
SENIOR INSPECTOR POSITION**

**Recommendation:**


That the City Council approve an amendment to the contract for Mel Green & Associates (MGA) and Willdan Associates for on-going services.

**Background:**

The prior Senior Building Inspector resigned to seek other employment in May of this year. The City initiated a recruitment to fill the vacant position but that recruitment did not result in successfully filling the position. Changes were made in the responsibilities and function of the position in an effort to attract a wider range of qualified candidates. The revised classification specification was approved by the Civil Service Board on October 26, 2005 and by the City Council on November 8, 2005. It is expected that the current recruitment will be completed in March and result in successfully filling this vacant position.


**Analysis:**

The functions of the Senior Building Inspector position have been filled on a temporary part-time basis by Willdan Associates and Mel Green & Associates. Willdan has been providing plans examining service in the mornings and MGA has been handling public counter inquiries in the afternoon from 4:00 p.m. to 6:00 p.m. and plan checks after 6:00 p.m. as needed. Therefore it is necessary to continue to fill the position on a temporary part-time basis with these firms in order to provide these services for the community. Both companies are expected to be able to continue assisting the City on a part-time basis until the recruitment is complete. However, it is necessary to amend their contracts now to allow them to continue to provide these services, since work has exceeded a maximum \$20,000 limit. The terms of each contract are one year with provision for termination upon ten day written notice.

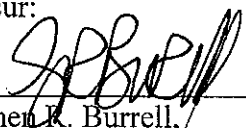
  
\_\_\_\_\_  
Sol Blumenfeld, Director  
Community Development

  
\_\_\_\_\_  
Michael Earl, Director  
Personnel

Noted for Fiscal Impact:

  
\_\_\_\_\_  
Viki Copeland, Director  
Finance Department

Concur:

  
\_\_\_\_\_  
Stephen K. Burrell,  
City Manager

Attachments:

1. MGA Amended Contract
2. Willdan Amended Contract.

**AGREEMENT TO PROVIDE  
BUILDING CONSULTING SERVICES  
TO THE CITY OF HERMOSA BEACH**

This agreement, (the "Agreement") is made by and between the City of Hermosa Beach, a municipal corporation, located at Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885, hereinafter referred to as "CITY", and Melvyn Green and Associates, a California corporation, located at 21311 Hawthorne Blvd., Suite 220, Torrance, Ca 90503 hereinafter referred to as "Consultant" or "MGA":

WHEREAS, MGA is a California corporation which provides building consulting services to government agencies for the purpose of discharging the responsibilities of government agencies; and

WHEREAS, MGA is qualified to provide such services; and

WHEREAS, economic reasons exist which make it in the best interests of CITY to discharge certain of its responsibilities through the use of consulting services provided by MGA;

NOW, THEREFORE, in consideration of the promises, covenants, and warranties hereinafter set forth, the parties hereto mutually agree as follows:

**ARTICLE 1  
IMPLEMENTATION**

1.1 Term of Agreement. This Agreement and the rights and obligations of CITY and MGA shall commence on December 15, 2005. This Agreement may be terminated with or without cause by either party with ten (10) days advance written notice specifying the effective date of termination. In the event of such termination, MGA shall be compensated for such services up to the point of termination.

1.2 Scope of Services. MGA shall provide CITY with general building consulting services consistent with the duties required to be performed by MGA including, but not limited to, the following:

- a. Conduct plan reviews and assist the CITY in review of plans prepared and submitted to the CITY for compliance with CITY's building laws.
- b. Provide advice as required to enforce the provisions of CITY's building laws and upon request of the CITY, on occasion, make such inspections as required to enforce the CITY's building laws (See Exhibit A).
- c. Provide final review plan check services for plan checks by the City's Plan Review Consultant. (See Exhibit B).

Provide public information assistance at the public counter to respond to building code and plan submittal questions.

1.3 Duties of MGA. MGA shall (1) pay all fees and other remuneration to the individuals whom it provides to perform the services pursuant to this Agreement; (2) prepare and file all applicable tax documents and reports; (3) pay all amounts due and owing pursuant to the applicable tax documents and reports. CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person engaged by MGA performing services hereunder for CITY.

1.4 Workers' Compensation. MGA maintains Workers' Compensation and Employers Liability Insurance of a form and in an amount as required by state law covering the individuals providing services pursuant to this Agreement.

1.5 Other Insurance. MGA agrees to and shall at its own cost and expense procure and maintain during the term of this Agreement general liability insurance in an amount of not less than \$1 million per occurrence and annual aggregate. Such insurance shall be procured from an insurer authorized to do business in California, and approved in writing by CITY. CITY and its officers and employees' shall be named as additional insured. In addition, MGA shall obtain professional liability insurance in the amount of \$500,000 per occurrence and \$1 million annual aggregate. MGA shall provide CITY with satisfactory evidence that premiums have been paid and shall deliver to CITY satisfactory evidence that such insurance has been renewed and that the required premium or premiums therefore have been paid. The policies shall provide that they are not subject to cancellation without thirty (30) days written notice to CITY.

1.6 Additional Requirement. Provide proof of valid California Driver's License with safe driving record.

## ARTICLE 2 COMPENSATION

2.1 Fee. CITY shall pay MGA for the building consultant services rendered pursuant to this Agreement in accordance with the rates and amounts set forth in Exhibit A.

2.2 Invoice. MGA shall submit to CITY a semi-monthly invoice for services rendered. If MGA's bill is properly prepared, CITY shall pay MGA all uncontested amounts set forth in MGA's bill not later than thirty (30) days from invoice date.

2.3 Payment Address. All payments due shall be paid to:

Melvyn Green and Associates Inc.  
21311 Hawthorne Blvd., Suite 220  
Torrance Ca 90503

ARTICLE 3  
SUPERVISION OF CONSULTANTS

CITY shall supervise the daily activities of individuals provided by MGA to perform building consultant services. The individuals provided by MGA to perform such services shall discharge government responsibilities and perform in accordance with the ordinances, resolutions, rules, regulations, and procedures adopted by CITY. MGA shall have no control over such government responsibilities and such ordinances, resolutions, rules, regulations, and procedures.

MGA, and the individuals it provides to perform building consultant services, shall have the status of independent contractors to CITY and shall have no power to incur any debt or obligation for or on behalf of CITY. Neither CITY nor any of its officers or employees shall have any control over the conduct of MGA, or any of the individuals provided by MGA to perform building consultant services, except as herein set forth. MGA expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of CITY, it being distinctly understood that MGA is and shall at all times remain to CITY a wholly independent contractor and MGA's obligations to CITY are solely as such as are prescribed by this Agreement.

ARTICLE 4  
INDEMNIFICATION

MGA shall indemnify, defend, and hold harmless CITY, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the negligent or wrongful acts, errors or omissions of MGA and its employees, subconsultants and agents in the performance of professional services under this Agreement. MGA shall promptly pay the amount of any judgment rendered against the CITY, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by CITY in the defense of such claims.

CITY shall indemnify and hold harmless MGA, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the negligent or wrongful acts, errors or omissions of CITY and its employees, officers, and agents in the performance of its governmental responsibilities. CITY shall promptly pay the amount of any judgment rendered against MGA, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by MGA in the defense of such claims.

ARTICLE 5  
GENERAL PROVISIONS

5.1 Representation. A CITY representative shall be designated by the CITY and an MGA representative shall be designated by MGA as the primary contact person for each party regarding performance of this Agreement. The following are the designated representatives:

Representative for MGA – Melvyn Green

Representative for the City of Hermosa Beach -- Sol Blumenfeld

5.2 Legal Action. Should either party to this Agreement bring legal action against the other, the case shall be handled within the County where CITY is located, and the party prevailing in such action shall be entitled to reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

5.3 Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party.

5.4 Titles. The titles used in this Agreement are for general reference only and are not part of this Agreement.

5.5 Conflict of Interest. MGA shall provide no services requiring review by the Building Official on behalf of any private client within the corporate boundaries of CITY during the period that this agreement is in effect.

5.6 Extent of Agreement. This Agreement represents the entire and integrated Agreement between CITY and MGA and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Melvyn Green Associates Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF HERMOSA BEACH

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Director, Community Development Department

f:b95\cd\MelGreenAssocContract2

## EXHIBIT A

### STAFF

Consultant(s) included in this Agreement by and between CITY and MGA may include staff to provide public information on the City's building code, final review plan check services for plan checks by the City's Plan Review Consultant and plan submittal questions and peer review of structural engineering for various projects in the City. Upon receipt of peer review requests by the City for structural engineering, Consultant shall submit a written proposal containing the scope of work, price and performance schedule. Consultant shall commence such work upon City's written approval of Consultant's written proposal per the rate schedule on Exhibit B.. In the event such services are required, the consultant's name shall be entered below and the contract shall be initialed by CITY and MGA.

Consultant \_\_\_\_\_

Consultant \_\_\_\_\_

Consultant \_\_\_\_\_

## **EXHIBIT B**

### **SCHEDULE OF RATES**

For timely and satisfactory completion of services required by this Agreement and described in Exhibit A, City shall compensate Consultant on hourly rates set forth below:

| <u>Personnel</u>                      | <u>Rate/Hour</u> |
|---------------------------------------|------------------|
| Melvyn Green, Sr. Structural Engineer | \$160.00         |
| Registered Engineer                   | \$110.00         |
| Staff Engineer                        | \$ 75.00         |

F:/b95/cd/MelGreenAssocContract



**AGREEMENT TO PROVIDE  
BUILDING CONSULTING SERVICES  
TO THE CITY OF HERMOSA BEACH**

This agreement, (the "Agreement") is made by and between the City of Hermosa Beach, a municipal corporation, located at Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885, hereinafter referred to as "CITY", and Willdan Inc., a California corporation, located at 2125 East Katella Avenue, Suite 200, Anaheim, California 92806, hereinafter referred to as "Consultant" or "WILLDAN":

WHEREAS, WILLDAN is a California corporation which provides building consulting services to government agencies for the purpose of discharging the responsibilities of government agencies; and

WHEREAS, WILLDAN is qualified to provide such services; and

WHEREAS, economic reasons exist which make it in the best interests of CITY to discharge certain of its responsibilities through the use of consulting services provided by WILLDAN;

NOW, THEREFORE, in consideration of the promises, covenants, and warranties hereinafter set forth, the parties hereto mutually agree as follows:

**ARTICLE 1  
IMPLEMENTATION**

1.1 Term of Agreement. This Agreement and the rights and obligations of CITY and WILLDAN shall commence on December 15, 2005. This Agreement may be terminated with or without cause by either party with ten (14) days advance written notice specifying the effective date of termination. In the event of such termination, WILLDAN shall be compensated for such services up to the point of termination.

1.2 Scope of Services. WILLDAN shall provide CITY with general building consulting services consistent with the duties required to be performed including, but not limited to, the following:

- a. Render opinion and assistance in the administration of the Building Code and Fire Code.
- c. Make such inspections as required to enforce the CITY's Building and Fire Codes (See Exhibit A).
- b. Conduct plan reviews and assist the CITY in review of plans prepared and submitted to the CITY for compliance with CITY's building laws.
- d. Provide advice as required to enforce the provisions of CITY's building laws and upon request of the CITY.
- e. Provide plan check services.

1.3 Duties of WILLDAN. WILLDAN shall (1) pay all fees and other remuneration to the individuals whom it provides to perform the services pursuant to this Agreement; (2) prepare and file all applicable tax documents and reports; (3) pay all amounts due and owing pursuant to the applicable tax documents and reports. CITY shall not be called upon to assume any liability for the

direct payment of any salary, wage or other compensation to any person engaged by WILLDAN performing services hereunder for CITY.

1.4 Workers' Compensation. WILLDAN maintains Workers' Compensation and Employers Liability Insurance of a form and in an amount as required by state law covering the individuals providing services pursuant to this Agreement.

1.5 Other Insurance. WILLDAN agrees to and shall at its own cost and expense procure and maintain during the term of this Agreement general liability insurance in an amount of not less than \$1 million per occurrence and annual aggregate. Such insurance shall be procured from an insurer authorized to do business in California, and approved in writing by CITY. CITY and its officers and employees' shall be named as additional insureds. In addition, WILLDAN shall obtain professional liability insurance in the amount of \$500,000 per occurrence and \$1 million annual aggregate. WILLDAN shall provide CITY with satisfactory evidence that premiums have been paid and shall deliver to CITY satisfactory evidence that such insurance has been renewed and that the required premium or premiums therefore have been paid. The policies shall provide that they are not subject to cancellation without thirty (30) days written notice to CITY.

1.6 Additional Requirement. Provide proof of valid California Driver's License with safe driving record.

## ARTICLE 2 COMPENSATION

2.1 Fee. CITY shall pay WILLDAN for the building consultant services rendered pursuant to this Agreement in accordance with the rates and amounts set forth in Exhibit A.

2.2 Invoice. WILLDAN shall submit to CITY a semi-monthly invoice for services rendered. If WILLDAN'S bill is properly prepared, CITY shall pay WILLDAN all uncontested amounts set forth in WILLDAN bill not later than thirty (30) days from invoice date.

2.3 Payment Address. All payments due shall be paid to:

WILLDAN,  
2125 East Katella Avenue, Suite 200  
Anaheim, California 92806

## ARTICLE 3 SUPERVISION OF CONSULTANTS

CITY shall supervise the daily activities of individuals provided by WILLDAN to perform building consultant services. The individuals provided by WILLDAN to perform such services shall discharge government responsibilities and perform in accordance with the ordinances, resolutions, rules, regulations, and procedures adopted by CITY. WILLDAN shall have no control over such government responsibilities and such ordinances, resolutions, rules, regulations, and procedures.

WILLDAN, and the individuals it provides to perform building consultant services, shall have the status of independent contractors to CITY and shall have no power to incur any debt or

obligation for or on behalf of CITY. Neither CITY nor any of its officers or employees shall have any control over the conduct of WILLDAN, or any of the individuals provided by WILLDAN to perform building consultant services, except as herein set forth. WILLDAN expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of CITY, it being distinctly understood that WILLDAN is and shall at all times remain to CITY a wholly independent contractor and WILLDAN obligations to CITY are solely as such as are prescribed by this Agreement.

#### ARTICLE 4 INDEMNIFICATION

WILLDAN shall indemnify, defend, and hold harmless CITY, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the negligent or wrongful acts, errors or omissions of WILLDAN and its employees, subconsultants and agents in the performance of professional services under this Agreement. WILLDAN shall promptly pay the amount of any judgment rendered against the CITY, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by CITY in the defense of such claims.

CITY shall indemnify and hold harmless WILLDAN, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the negligent or wrongful acts, errors or omissions of CITY and its employees, officers, and agents in the performance of its governmental responsibilities. CITY shall promptly pay the amount of any judgment rendered against WILLDAN, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by WILLDAN in the defense of such claims.

#### ARTICLE 5 GENERAL PROVISIONS

5.1 Representation. A CITY representative shall be designated by the CITY and a WILLDAN representative shall be designated by WILLDAN as the primary contact person for each party regarding performance of this Agreement. The following are the designated representatives:

Representative for WILLDAN – James M. Guerra  
Representative for the City of Hermosa Beach -- Sol Blumenfeld

5.2 Legal Action. Should either party to this Agreement bring legal action against the other, the case shall be handled within the County where CITY is located, and the party prevailing in such action shall be entitled to reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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5.6 Extent of Agreement. This Agreement represents the entire and integrated Agreement between CITY and WILLDAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

WILLDAN INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF HERMOSA BEACH

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **STAFF**

Consultant plan reviews, site inspections, and preparation of reports on findings related to review of building conditions or Building Codes included in this Agreement by and between CITY and WILLDAN may include building inspection services at an hourly billing rate to CITY of \$100 per hour. In the event such services are required, the consultant's name shall be entered below and the contract shall be initialed by CITY and WILLDAN.

Consultant: Jim Guerra, Senior Building Inspector