



**PURCHASING DEPARTMENT**  
33 East Broadway Avenue,  
Meridian, ID 83642  
Phone: (208) 888-4433  
Fax: (208) 887-4813

# **REQUEST FOR QUALIFICATIONS**

**PROJECT NO. CD-15-10606**

**FOR:**  
**COMMERCIAL PLANS EXAMINER SERVICES**

**QUALIFICATIONS MUST BE RECEIVED PRIOR TO**  
**4:00 P.M.**  
**AUGUST 18, 2015**

**DELIVER TO: CITY OF MERIDIAN, PURCHASING DEPARTMENT**  
**33 EAST BROADWAY AVENUE**  
**MERIDIAN, ID 83642**

**Pre-Qualifications Conference**

**August 7, 2015 11:00**  
**Meridian City Hall, 1<sup>st</sup> Flr**  
**Conference Room A**

Prepared by: KEITH WATTS

**NAME AND ADDRESS OF VENDOR SUBMITTING QUALIFICATIONS**

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR QUALIFICATIONS  
COMMERCIAL PLANS EXAMINER SERVICES  
CITY OF MERIDIAN  
Meridian, Idaho 83642**

**PROJECT # CD-15-10606**

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## **PART I**

### **NOTICE CALLING FOR QUALIFICATIONS**

#### **PURPOSE**

The City of Meridian is soliciting Qualifications from firms capable of providing professional services to provide the City with Commercial Plans Examiner Services.

#### **SCOPE OF WORK**

Contained within the Attached Draft Agreement are specific objectives which will be required of the awarded respondent. The City of Meridian shall retain the ability to revise this scope as necessary.

#### **PRESENTATIONS**

If required by the evaluation committee, respondents which are determined to be best qualified to undertake the services required under this Request for Qualifications MAY be invited to make a presentation to the City. Further information may be provided to the prospective respondents after the initial selection.

#### **SUBMITTAL REQUIREMENTS**

One (1) original and four (4) copies of the respondents sealed Qualifications will be received by the City until August 18, 2015, 4:00 p.m., MT at the office of the Purchasing Manager, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho 83642.

The Qualifications must contain, but is not limited to the following information:

1. The Cover Page of this Request for Qualifications with name and address of firm proposing.
2. A summary of the respondents experience with projects similar to the types of work stated in this Request for Qualifications (please list all licenses and professional certifications).
3. Resumes of all staff proposed to provide services if awarded the resulting agreement.
4. Any additional information which the respondent deems appropriate.

## CITY'S REPRESENTATIVES

### Purchasing Representative

Keith Watts,  
Purchasing Manager  
33 East Broadway  
Meridian, ID 83642  
(208)888-4433  
Fax (208) 887-4813  
[kwatts@meridiacity.org](mailto:kwatts@meridiacity.org)

### Technical Representative

Bruce Freckleton  
Development Services Manager  
33 East Broadway  
Meridian, ID 83642  
(208)887-2211  
[bfreckleton@meridiacity.org](mailto:bfreckleton@meridiacity.org)

Any and all explanations desired by a respondent regarding the meaning or interpretation of this Request for Qualifications or any part thereof must be requested in writing and directed to the person named as the Purchasing Representative and in accordance with section 1 "EXPLANATIONS TO RESPONDENTS". Violation(s) may be caused for rejection of the Qualifications.

Dated: 8/3/15

CITY OF MERIDIAN

  
\_\_\_\_\_  
Keith Watts, Purchasing Manager

## PART II

### INSTRUCTIONS TO RESPONDENTS

#### 1. EXPLANATIONS TO RESPONDENTS

There are twenty-five (25) total pages in this Request for Qualifications. It is the respondent's responsibility to ensure that all pages are included. If any pages are missing, immediately request a copy of the missing page (s) by e-mailing your request to Keith Watts, Purchasing Manager at [kwatts@meridiacity.org](mailto:kwatts@meridiacity.org) , RFQ Project # CD-15-10606.

Any explanation desired by a respondent regarding the meaning or interpretation of the Request for Qualifications, or any part thereof, must be requested in writing (via fax or e-mail) and with sufficient time allowed for a reply to reach respondent before the submission of their Qualifications. Any Request of a technical nature should be sent to BOTH the Purchasing Representative and Technical Representative. Any interpretation made will be in the form of an addendum to the Request for Qualifications, issued by the Purchasing Agent, and will be furnished to all prospective respondents of record. Oral explanations or instructions given before Qualifications opening will not be binding.

#### 2. SUBMISSION OF QUALIFICATIONS

Interested firms shall submit one (1) original and four (4) copies of their response in Accordance with this Request for Qualifications and must be sealed and addressed as directed below. Failure to do so may result in a premature opening of, or a failure to open, such Qualifications. Such premature or late opening, or failure to open, may result in disqualification of the Qualifications. The outside of the envelope must bear the notation:

**PROJECT # CD-15-10606  
COMMERCIAL PLANS EXAMINER SERVICES  
AUGUST 18, 2015 4:00 P.M.**

The envelope must be addressed and delivered to: City of Meridian, Purchasing Department, 33 East Broadway Avenue, Meridian, Idaho 83642.

#### 3. LATE QUALIFICATIONS AND MODIFICATIONS

Qualifications and modifications thereof received after the exact time of closing of Qualifications which is **4:00 p.m. MT, AUGUST 18, 2015** will not be considered.

#### **4. INTENT OF THE CITY**

The objective of this Request for Qualifications is to provide sufficient information to enable qualified respondents to submit written Qualifications. This Request for Qualifications is not a contractual offer or commitment to purchase services. Contents of this Request for Qualifications and respondent's Qualifications will be used for establishment of final contractual obligation. It is to be understood that this Request for Qualifications and the respondent's Qualifications may be attached or included by reference in an agreement between the City and successful respondent.

#### **5. BASIS FOR SELECTION**

This Request for Qualifications will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

- a. (30Points) Ability to provide staffing for services.
- b. (25 Points) Years of experience in the associated field of inspection.
- c. (25 Points) References.
- d. (5 Points) Past experience with the City of Meridian.
- e. (15 Points) Availability / Proximity to the City of Meridian.

The City reserves the right to reject any or all Qualifications, to make an award on the basis of suitability to purpose or any other criteria the City believes to be in the best interest of the City.

After the City has identified the firm best suited for the project, the City shall have the right to negotiate with the respondent over the final terms and conditions of the contract. These negotiations may include bargaining. The primary objective of the negotiations is to maximize the City's ability to obtain best value, based on the requirement and the evaluation factors set forth in the Request for Qualifications. If an agreement cannot be reached, the negotiation will be terminated and similar negotiations will occur with the next highest ranked firm.

**ATTACHMENT A**

**SAMPLE AGREEMENT**  
**(includes terms and conditions)**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
\_\_\_\_\_ AND CITY OF MERIDIAN  
FOR COMMERCIAL BUILDING PLANS EXAMINER SERVICES**

This PROFESSIONAL SERVICES AGREEMENT BETWEEN \_\_\_\_\_ AND CITY OF MERIDIAN FOR COMMERCIAL BUILDING PLANS EXAMINER SERVICES ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ ("Contractor") whose address is, and the City of Meridian ("City") whose address is 33 East Broadway Avenue, Meridian, Idaho. Contractor and City may hereafter collectively be referred to as "Parties."

**WHEREAS**, the City is a municipal corporation created under the laws of the State of Idaho and as such, is authorized by Idaho Code sections 39-4116(2) and 39-4116(4) to adopt building codes and local amendments thereto, and by Idaho Code section 50-301 to enter into contracts for the purpose of implementing such codes; and

**WHEREAS**, the City Council of City finds that it is in the best interest of the health, safety, and welfare of the people of the City of Meridian to enter into this Agreement with Contractor; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Contractor and the City hereby agree and contract as follows:

**I. RESPONSIBILITIES OF CONTRACTOR.**

- A. **Scope of Services.** Contractor shall perform the necessary services and adhere in all respects to the service level expectations set forth in *Exhibit A, Scope of Services*, attached hereto and incorporated herein by reference.
- B. **Continuity of Operations.** Where, as to any task performed or service provided hereunder, Contractor is unable for any reason to meet the obligations and time constraints set forth in *Exhibit A, Scope of Services*, Contractor shall engage a duly authorized designee, who shall be: (1) authorized by Contractor to complete tasks and to make decisions on Contractor's behalf, (2) in good standing with all relevant licensing authorities, and (3) hold at least the minimum certifications as per Section I. (D) below. Contractor shall notify the Building Official of any and all such designations.
- C. **Contractor's Employees.** Contractor's employees, designees, subcontractors, and delegee shall be bound by all of the terms and conditions of this Agreement, including the service level expectations set forth in *Exhibit A, Scope of Services*, and all qualifications required of Contractor hereunder, except as otherwise specified in this Agreement, and except as to clerical or administrative tasks not requiring such qualifications. Within seven (7) business days of execution of this Agreement, and thenceforth within seven (7) business days of hiring or



reassigning personnel to provide services hereunder, Contractor shall provide to City a list of all Contractor personnel who are employed or otherwise assigned by Contractor to provide services under this agreement, including such personnel's credentials and qualifications. Upon hiring or reassigning personnel to perform services under this contract, such personnel may hold minimum certification as required by Idaho Code section 39-4108; within thirty (30) days of hiring or reassigning such personnel, such personnel shall be fully qualified and certified as required herein. City may withhold its consent to such employment, designation, subcontract, or delegation or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Meridian.

- D. **Qualifications.** At all times throughout the term of this Agreement, Contractor shall be sufficiently qualified to provide services in the manner and in the timeframe established by this provision and all provisions of this Agreement. Specifically, without limitation, Contractor shall be in good standing with all relevant licensing authorities and shall, at a minimum, hold the following International Code Council (ICC) certifications:
1. ICC Building Plans Examiner (commercial).
  2. Idaho licensed structural engineer shall perform peer reviews, provide review comments and specify the necessary corrections for all of the structural calculations received by the City of Meridian.
  3. Any and all other certifications required by law.
- E. **Office Hours.** Contractor shall establish regular office hours during which Contractor, or Contractor's duly authorized designee, shall commit to being available at Meridian City Hall during City business hours to perform administrative tasks required under *Exhibit A, Scope of Services*.
- F. **Cell Phone.** Contractor and their employees shall maintain, at Contractor's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the Building Official for City's use in administering this Agreement.
- G. **Prohibited Services; Conflicts of Interest.** Contractor shall not perform any work under the guise of another business entity, personally or professionally, on any property or work that is inspected by Contractor or that falls under the inspection responsibilities of Contractor as contemplated by this agreement. Contractor is strictly prohibited from referring any work to Contractor, or any company with which Contractor is associated, whether personally or professionally. Contractor's use of any City resource shall be limited exclusively

to the work related to this Agreement. Contractor shall report to the Building Official any potential conflicts of interest it may have relative to a construction project.

- H. **Public Records.** Contractor acknowledges that all records containing information relating to the conduct or administration of this Agreement and services provided hereunder prepared, owned, used or retained by Contractor are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Contractor shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office where such information is maintained by Contractor in a location or format not readily accessible by City. Contractor shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.
- I. **Insurance.** Contractor shall name the City as additional insured as stated in I. (1)(3) herein only with respect to Contractor's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance issued by an insurance company licensed to do business in the State of Idaho with a Best's rating of A- or better and containing a thirty-day notice of cancellation endorsement. Contractor shall obtain (at Contractor's sole expense) and maintain throughout the term of this Agreement, and upon execution of this agreement shall provide City with proof of each and all of the following insurance coverages:
1. Comprehensive general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for property damage and bodily injury or death, naming the City of Meridian as an additional insured. In the event a unilateral cancellation or restriction by the insurance company of the insurance policy referred to in this paragraph, Contractor shall notify City in writing within three (3) business days. City has the right to suspend portions of this Agreement in the City's sole discretion if Contractor's general liability insurance is revoked, cancelled, expires or Contractor is otherwise without general liability insurance. Contractor shall be afforded a reasonable time to obtain insurance. If Contractor cannot obtain insurance within a reasonable time, City may terminate this Agreement.
  2. Automobile liability insurance with a combined single limit per occurrence of not less than five hundred thousand dollars (\$500,000).
  3. Errors and omissions insurance for the services under this Agreement, in an amount of not less than five hundred thousand dollars (\$500,000) per occurrence, naming the City of Meridian as an additional insured.
  4. Workers' compensation insurance on Contractor and all persons in Contractor's employ in the minimum amount(s) and as required by Idaho

law. This provision shall apply to Contractor even if Contractor is acting as a sole proprietor, regardless of the worker's compensation insurance requirements of the State of Idaho regarding sole proprietors.

- J. **Compliance with Applicable Law and City Policies.** Contractor shall comply with all federal, state, City, and other laws and ordinances applicable to services performed under this Agreement. When performing services under this Agreement, Contractor shall adhere to all City policies pertaining to workplace conduct, including but not limited to policies related to use of City equipment, drug and alcohol policy, computer and electronic equipment usage, and safety. City shall provide notice to Contractor of any amendments or modification of City ordinances adopting or amending relevant codes or policies.
- K. **Electronic Equipment.** City shall supply, for Contractor's use in completing tasks and providing services under this Agreement, electronic equipment enumerated in *Exhibit B, Desktop PC and Related Equipment Issued to Contractor* hereto. Any electronic equipment furnished by City for use by Contractor shall be utilized for the sole purpose of conducting services enumerated under this Agreement. The use of personal electronic equipment, other than cellular telephones is prohibited while in the office. No personal electronic files of any kind may be stored on City-issued equipment. Contractor shall take all necessary measures to maintain all hardware and software in good working condition. City shall perform all necessary maintenance and repair of City-issued equipment. Contractor shall reimburse City for the cost of any major repair or replacement of City-issued equipment that becomes necessary due to loss, theft, or damage, regardless of cause, except that City shall be responsible for the cost of replacement where necessary due to internal component failure. All City-issued equipment is and shall remain the property of City at all times during the performance of this Agreement, and shall be immediately returned to City in good working condition upon termination or expiration of this Agreement.

## **II. RESPONSIBILITIES OF CITY.**

- A. **Incidental Office Supplies.** City shall provide, for Contractor's use in performing services under this Agreement, office space at Meridian City Hall, desk, computers and other electronic equipment, telephone system, business cards, and incidental clerical staff services. City shall maintain ownership of all City equipment provided by the City and made available to the Contractor for this purpose. One soft-bound copy of all adopted codes will be available for shared use at Meridian City Hall. To the extent that Contractor needs or desires additional supplies or services that are not provided by City under this Agreement, such supplies or services shall be provided at the sole cost and expense of the Contractor.
- B. **Building Official.** City has designated a City employee to act as a Building Official, Brent Bjornson, who shall act as the City's representative with regard to

day-to-day administrative matters related to Contractor's services under this Agreement.

### **III. GENERAL PROVISIONS.**

- A. **Term.** The initial term of this Agreement shall be for one (1) year starting on October 1, 2015, and ending on September 30, 2016, unless sooner terminated as provided below. This agreement is renewable annually, upon mutual agreement by both parties, not to exceed September 30, 2018. Time is of the essence in Contractor's performance of each and every obligation under this Agreement.
- B. **Non-Appropriation of Funds.** This Agreement shall in no way or manner be construed so as to bind or obligate City beyond the term of any particular appropriation of funds by Meridian City Council. The City reserves the right to terminate the Agreement if the Meridian City Council fails, neglects, or refuses to appropriate sufficient funds as may be required for City to continue its required performance under this Agreement. If City Council fails to appropriate funds for this Agreement for any fiscal year then this Agreement will terminate automatically, with no consequence to the City, on the last day of the last fiscal year of appropriated funds.
- C. **Revenue Allocation.** Contractor shall be entitled to the following shares of building permit fee revenues collected by City directly relative to the specific fee schedule adopted by the City of Meridian on the effective date of this contract. If changes or new permit fee schedules are adopted by the City of Meridian, the contractor payments will not be adjusted and will be payable per the fee schedules in effect on the date of the commencement of this contract:
1. \_\_\_\_% of commercial building plan review fees collected by the City annually.
  
  3. The contractors percentage for any permit issued for a structure valued at more than two-million dollars (\$2,000,000) shall be paid at \_\_\_\_% of the commercial building plan review fee.
- D. **Hourly Rate.** For duties and functions expressly enumerated hereunder as billed hourly, and only upon prior written approval of or written request for such services, Contractor may charge City an hourly rate of no more than \$\_\_\_\_ per hour. City shall not be obligated to pay Contractor an hourly rate for any service provided without City's prior written approval or request.
- E. **Payment.** Fees pertaining to services provided under this Agreement shall be collected by City. City shall remit Contractor's share of permit revenues collected by the City in accordance with *Exhibit C, Payment Schedule*, no later than the

tenth (10th) day of the month following attainment of the specified Milestone. City shall maintain an accounting of all plan review fees and shall provide to Contractor a full accounting therefore upon request. It is acknowledged by the parties that the City collects plan review fees when permits are issued. Contractor shall not be entitled to payment for permits already pulled and active as of the effective date of this Agreement, though it shall provide all required plan review services related to such permits through issuance of Certificate of Occupancy. Contractor shall be entitled only to Contractor's allocated share of plan review revenues for plan review services provided during the term of this Agreement.

- F. **Liquidated Damages.** Contractor shall be liable to the City for any delay beyond the time periods specified in this agreement, in the amount of five hundred dollars (\$500.00) for each business day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.
- G. **Records.** All records, including those of costs, reimbursable expenses, and payments shall be kept to generally recognized accounting methods and standards and shall be available to the other Party at all times.
- H. **Independent Contractor.** In all matters pertaining to this Agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City in any manner or for any purpose. Specifically, without limitation, Contractor understands, acknowledges, and agrees;
1. Contractor is free from actual and potential control by City in the provision of services under this Agreement.
  2. Contractor is engaged in an independently established trade, occupation, profession, or business.
  3. Contractor has the authority to hire subordinates.
  4. Contractor owns and/or will provide all major items of equipment necessary to perform services under this Agreement.
  5. Neither Contractor nor City shall be liable to the other for a peremptory termination of the business relationship described under this Agreement.
  6. Contractor shall be responsible for payment of any Federal or state taxes required as a result of this Agreement.

7. Contractor shall not be entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor include: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or, retirement benefits.
  8. Contractor is an independent contractor for purposes of the Idaho Workers' Compensation laws, and shall comply with all applicable Workers' Compensation insurance requirements.
  9. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by Contractor, with the exception of the incidental items to be furnished by City as set forth herein.
  10. Contractor will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to City's account.
- I. **Notice.** Communication between the Building Official and Contractor regarding day-to-day and administrative matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed respectively as follows:

City of Meridian  
Attn: Development Services Manager  
33 E. Broadway Avenue  
Meridian, Idaho 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

**J. Termination.**

1. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of both Parties.
2. **Best Interest of City or Contractor.** City may terminate this Agreement by providing sixty (60) business days written notice to the other party if, at any time, for any reason, City determines that termination of the Agreement is in the best interest of City. Contractor may terminate this Agreement by providing sixty (60) business days written notice to the other party if, at any time, for any reason, Contractor determines that termination of the Agreement is in the best interest of Contractor. In the event of termination, the non-

terminating party shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination.

3. **Transition Period Following Termination.** Upon written request of City, following the sixty-day notice period described above, Contractor shall provide services as described under this Agreement for an additional thirty (30) business days or for such period as the parties may agree. During the additional thirty-day term, all provisions of this Agreement shall apply, except that City shall compensate Contractor \$ \_\_\_\_\_ per hour for each hour worked. To receive payment, Contractor shall submit to City a detailed invoice, including time records containing date, service provided, and time expended, recorded in 15-minute increments. City shall provide payment to Contractor within thirty (30) business days of receipt of invoice.
4. **Changed Conditions.** City may terminate or modify this Agreement, in whole or in part, effective immediately upon delivery of written notice to Contractor, or at such later date as may be established by City under the following conditions:
  - a. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
  - b. If any professional license, insurance, bond or certificate required by law, regulation or this Agreement to be held by Contractor to provide the services required by this Agreement, is for any reason denied, revoked, suspended, or not renewed;
  - c. If City has evidence that Contractor in the course of its duties herein has endangered or is endangering the health and safety of clients, residents, staff or the public;
  - d. Falsification of records by Contractor;
  - e. Failure of Contractor to comply with the provisions of this Agreement or any applicable Federal, state or local laws and rules.
  - f. If Contractor or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement;
  - g. If justified, documented complaints are made against Contractor or its agents for failure to provide services as specified herein or failure to perform duties in a courteous and professional manner;
  - h. If Contractor fails to perform any of the provisions of this Agreement, or fails to perform work under this Agreement in accordance with its terms,

and after receipt of written notice from City fails to correct such failures within fourteen (14) business days or other period as specified; or

- i. If the City Council determines that immediate termination of the Agreement is in the best interests of the City, including but not limited to a determination by the City Council that the obligations under this agreement would violate Article VIII, Section 3 of the Idaho Constitution as a result of the City's failure, neglect, or refusal to appropriate sufficient funds as may be required for City to continue to perform its obligations under this agreement.

- K. **Time of the Essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this Agreement.
- L. **Nonwaiver.** A waiver of any right, remedy or provision provided in this Agreement or by law shall not constitute a waiver of any other rights, remedies or provisions, whether or not similar, nor shall any waiver in one instance constitute a waiver in any other instance or constitute a continuing waiver. The rights and remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. City shall not be required to reinstate any provisions of this Agreement following a waiver for the provision to be effective in any other instance.
- M. **Indemnity.** Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees while on City's premises or while fulfilling Contractor's obligations under this Agreement, except for liability arising out of concurrent or sole negligence of City or City's officers, agents, or employees. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees as a result of or arising out of the work performed under this Agreement and arising from the sole or joint negligence of Contractor.
- N. **Assignment.** The Contractor may not subcontract, assign, or transfer any right or duty arising hereunder without the prior written consent of the City. Any subcontractor, transferee, or assignee shall be bound by all of the terms and conditions of this Agreement. City may withhold its consent to assignment, succession or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Meridian. The



provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- O. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- P. **Entire Agreement; Modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- Q. **Nondiscrimination.** Contractor agrees that it shall not discriminate against any person in the performance of this Agreement, on the grounds of race, gender, religion, national origin, sexual orientation, marital status, disability, or age.
- R. **Survival.** All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.
- S. **Attorney Fees.** In the event an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, the non-prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.
- T. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding between the City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively with the Fourth Judicial District Court of Ada County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District Court for Idaho.
- U. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.
- V. **City Council Approval Required.** This Agreement shall not become effective or binding until approved by the Meridian City Council.

**IN WITNESS WHEREOF**, the parties cause this agreement to be executed as of the day and year first above.

\_\_\_\_\_:

\_\_\_\_\_

CITY OF MERIDIAN:

\_\_\_\_\_  
Tammy de Weerd, Mayor

Attest:

\_\_\_\_\_  
Jaycee Holman, City Clerk

## EXHIBIT A

### SCOPE OF SERVICES

I. **Overview:** Contractor shall perform commercial building plan reviews, structural plan reviews and review of structural calculations on every project submitted to the City. Contractor shall verify through plan review and plan review corrections that all project submittals meet or exceed the minimum life safety compliance of the adopted International Building Code and other resources and reference materials or adopted codes. Plan review shall include, but not be limited to, determination of a legal parcel, site setback and easement verification, fire separation requirements, structural calculations, energy, accessibility, re-submittals and ADA compliance for any and all commercial building projects in the City of Meridian. Commercial plan reviews shall ensure and verify that all commercial construction documents submitted to the City for the purpose of a building permit meet or exceed all current codified or ordained codes of the City prior to permit issuance. It is the City's preference that the contractor utilize commercial building plan review software, checklists and that computer generated reports be provided to the city and applicants, to ensure accuracy and consistency of all plan reviews.

#### II. SERVICES PROVIDED BY CONTRACTOR.

**Plan Review.** Contractor shall perform commercial building plan review and structural plan review for all commercial building submittals, sheds, accessory structures, additions, alterations, remodels and temporary use permits. Contractor shall communicate and coordinate commercial plan reviews and re-submittals with the City Community Development staff, City Planning staff, City Public Works staff, as well as Meridian Fire and other fire plan reviewers prior to permit issuance to ensure that the requirements in the overview above are met as a minimum. A compliance report shall be generated and provided to the design professional in responsible charge, and electronically saved in the City archives for every commercial submittal, and for every set of structural calculations received by the City of Meridian.

A. **Certification of Project Value.** Contractor shall review and approve submitted Certificates of Valuation for all projects to ensure accurate valuation. Contractor shall collaborate with appointed Building Official for the City to compute plan review fees and establish total building permit fees prior to permit issuance as needed.

C. **Computerized Permit Tracking Programs.** Contractor shall utilize the Accela Software provided by City to provide data entry and comments related to plan review workflows. Every time a plan review is delayed and a resubmittal is requested the contractor shall add comments to Accela so City staff is aware of the resubmittal request. Contractor shall also conduct research of archived information as needed for departmental needs.

- B. Administrative Tasks.** During Contractor's office hours at Meridian City Hall, Contractor or his designee shall be available to take phone calls, respond to voice mail and e-mail messages, answer questions, and attend meetings upon request of, as needed, or as scheduled by City. Contractor shall respond to voice mail and e-mail messages within one (1) business day.
- C. Code Amendments and Technological Advancement.** Contractor shall monitor legislation and technical developments that may affect the building industry. This shall include, but not be limited to attending meetings, conferences, workshops, and training sessions to become and remain current on principles, practices, and new developments.
- D. Code Compliance.** Contractor shall assist City in enforcing appropriate ordinances, related to land use, building sites, and building uses. Contractor shall report to the City of Meridian Building Official any observed violations of City Code of which Contractor has knowledge as well as violations of current International Building Codes adopted by City. Contractor shall collaborate with City personnel on the investigation and enforcement of civil and/or criminal penalties for uncorrected violations.
- E. Process and Performance Standards.** Contractor shall provide services in accordance with the following process and performance standards:
1. **PLAN REVIEW.** CONTRACTOR SHALL CONDUCT COMMERCIAL BUILDING PLAN REVIEW, COMMERCIAL STRUCTURAL PLAN REVIEW AND STRUCTURAL CALCULATION REVIEW ON EVERY PROJECT SUBMITTED TO THE CITY. CONTRACTOR SHALL VERIFY THROUGH PLAN REVIEW AND PLAN REVIEW CORRECTIONS THAT ALL PROJECT SUBMITTALS MEET OR EXCEED THE MINIMUM LIFE SAFETY COMPLIANCE PER THE ADOPTED INTERNATIONAL BUILDING CODE AND OTHER RESOURCES AND REFERENCE MATERIALS. PLAN REVIEW SHALL INCLUDE, BUT NOT LIMITED TO, DETERMINATION OF A LEGAL PARCEL, SITE SETBACK AND EASEMENT VERIFICATION, FIRE SEPARATION REQUIREMENTS, STRUCTURAL CALCULATIONS, ENERGY, ACCESSIBILITY, RE-SUBMITTALS AND ADA COMPLIANCE FOR ANY AND ALL COMMERCIAL BUILDING PROJECTS IN THE CITY OF MERIDIAN. COMMERCIAL PLAN REVIEWS SHALL ENSURE AND VERIFY THAT ALL CONSTRUCTION DOCUMENTS SUBMITTED TO THE CITY FOR THE PURPOSE OF OBTAINING A BUILDING PERMIT, MEET OR EXCEED ALL CURRENT CODIFIED OR ORDAINED CODES OF THE CITY PRIOR TO PERMIT ISSUANCE. IT IS THE CITY'S PREFERENCE THAT THE CONTRACTOR UTILIZE COMMERCIAL BUILDING PLAN REVIEW SOFTWARE, CHECKLISTS AND THAT COMPUTER GENERATED REPORTS BE PROVIDED TO THE CITY AND APPLICANTS, TO ENSURE ACCURACY AND CONSISTENCY OF ALL PLAN REVIEWS.
    - a. **COMMERCIAL Projects**
      - (1) Contractor shall complete plan review no more than ten (10) business days after receipt of complete application for all commercial

applications, unless specifically excluded under this contract as identified under section I(A) herein.

- (2) Contractor shall provide plan review no more than three (3) business days after receipt of complete application for the following miscellaneous commercial applications; shed, detached accessory structures, patio covers, signs, pools and temporary use permits.
- (3) Contractor shall provide plan review comments, redlines, re-submittal requests and other correspondence via email to design professional of record and to City, and shall archive same in the manner and in the location specified by City.
- (4) City staff shall install the initial electronic plan files into the city database for all projects requiring building plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.
- (5) Contractor shall stamp the plan set(s) with appropriate language to signify approval or rejection. Contractor shall provide all stamps used in the review and approval process.

**b. Tenant Improvement Projects**

- (1) Contractor shall perform plan review for all tenant improvement projects.
- (2) Contractor shall complete plan review no more than seven (7) business days after receipt of complete application, except when determined by the City, Contractor shall complete "Fast Track Tenant Improvement" projects no more than three (3) business days after receipt of complete application. City will notify Contractor of "Fast Track Tenant Improvement" projects through notification in the City's computerized permit tracking program.
- (3) Contractor shall provide plan review no more than three (3) business days after receipt of complete application for the following miscellaneous commercial tenant improvement applications; sheds, detached accessory structures, patio covers, signs, and pools.
- (4) Contractor shall provide plan review comments, redlines, re-submittal requests and other correspondence via email to all design

professionals of record and to City, and shall archive same in the manner and in the location specified by City.

- (5) City staff shall install the initial electronic plan files into the city database for all projects requiring building plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.
- (6) Contractor shall stamp the plan set(s) with appropriate language to signify approval or rejection. Contractor shall provide all stamps used in the review and approval process.

## **II. SERVICE LEVEL EXPECTATIONS.**

**A. Professionalism.** When performing services under this Agreement, Contractor shall be professional in demeanor and in conduct, and to that end shall at all times:

1. Display a City-issued photo identification badge.
2. Provide a City-issued business card during field inspections, as appropriate.
3. Dress professionally. While performing services for the City of Meridian, the Contractor, its subcontractors, if any, and all employees working under this contract shall not advertise on clothing or vehicles (logos, graphics, etc.) any business other than \_\_\_\_\_.
4. Wear appropriate clothing and safety gear to protect from personal injury.

**A. CARE Principles.** City expects all contract personnel, including Contractor, to in good faith and to the extent reasonably required perform services in accordance with the City's four organizational values and corresponding behaviors, identified by the City as significant and vital to the success of the City as a whole: **Customer Service, Accountability, Respect, and Excellence.**

1. **Customer Service:** Contractor is asked to respond to customers in a genuine, positive, and timely manner; presenting a polite and approachable persona; maintaining composure under difficult circumstances; sharing information regarding the customer's concerns; and following up with customers.
2. **Accountability:** Contractor acknowledges that each of us is responsible for our own work, choices, and actions. Contractor personnel are asked to be responsible for their actions; actively participate as a team member; make legal

and ethical decisions; and provide accurate and current information regarding expectations, priorities, and accomplishments.

3. **Respect:** Contractor personnel are asked to be trustworthy and courteous; acknowledge and accept people with diverse opinions and backgrounds; treat all customers and co-workers fairly, equally, and as you would want to be treated; and avoiding gossip or passing information of a confidential or private nature.

**Excellence:** Contractor personnel are asked to be professional, flexible, and adaptable to community needs; to increase efficiency as well as effectiveness by looking for ways to improve processes; and to provide feedback regarding processes or proposed changes

**EXHIBIT B**

**DESK TOP PC AND RELATED EQUIPMENT ISSUED TO CONTRACTOR**

Asset ID Tag Number	Equipment
100468	Desktop PC



**EXHIBIT C**

**PAYMENT SCHEDULE**

<b>COMMERCIAL BUILDING PLANS EXAMINER - PAYMENT SCHEDULE</b>		
<b>Type of Permit</b>	<b>Milestone</b>	<b>Amount to be paid</b>
Commercial – New Commercial – TI Commercial – Shell Only Commercial – Multi-Family	Permit issuance	80% of fees due Contractor
All other permit types	Permit issuance	100% of fees due Contractor