

REQUEST FOR PROPOSALS
Development Services Fee Study
-- CITY OF MERCED --
February 10, 2025



REQUEST FOR PROPOSALS - OUTLINE

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I. PROJECT OVERVIEW

The City of Merced Development Services Department is seeking proposals from qualified consultants to prepare a fee study for services provided by the Planning, Building & Inspections Services, and Engineering Departments. The selected consultant shall perform the tasks specified in the “Scope of Work” section of the Request for Proposal (RFP). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the study; these suggestions should be incorporated in the proposal.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

Goals & Objectives:

The goal of this study is to evaluate current fees/rates for the development services departments and then create a new fee schedule with proposed increases over the next five (5) years, with the recommendation to update each year by the CPI after the 5 years.

This effort should include the following:

- Evaluating the City’s current Planning, Building & Inspections, and Engineering Departments fees in relation to other comparable cities.
- Separate Engineering’s fees/rates into their own department fee schedule.
- Determine the sufficiency of the current rate structure to meet on-going needs, including a projection of how long this may be the case.
- Explore cost recovery fees that may not yet be captured.
- Create a comprehensive, yet easy to understand, fee schedule for those respective departments.
- Prepare a user-friendly computer rate model and manual for City use. The model should be capable of being used by the City to plan its capital improvements program and determine impact fees and rates. Models should also provide flexibility to integrate City’s financial system and to compute rates. Include a one-day training seminar for City staff.
- Prepare and deliver presentations designed to facilitate an understanding for the financing. These presentations will be addressed to the public-at-large, developers, landowners, City staff, and City Council. A minimum of three (3) meetings must be included in the proposal.
- Prepare the fee schedule changes and ordinance changes for adoption and presentation to the Planning Commission and City Council.

- Target adoption date of new rate and revenue program is January 1, 2026. Presentations to Council, including Public Hearing(s) should be anticipated in fall of 2025. Study sessions with Council may occur at several points during the study.



Timeline: The *Project Timeline* sought by the City for this project is approximately 4 - 6 months from start to finish for the study and deliverables.

**PROPOSALS ARE DUE AT 5:00 P.M.
ON MONDAY, MARCH 17, 2025**

II. BACKGROUND INFORMATION

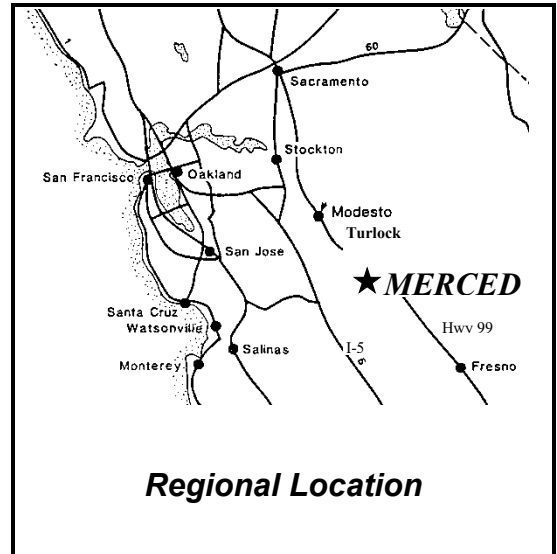
City of Merced

Located in the heart of the San Joaquin Valley, the City of Merced is the Merced County seat, incorporated in 1889, and operates under the Council-Manager form of government. Known as the “Gateway to Yosemite” because of its historic and current status as a stopping place for visitors on their way to Yosemite, Merced is just 80 miles from the national park. Merced is also home to University of California, Merced campus, which

opened in 2005, and was recently annexed into the city limits. The University provides education and economic opportunities, aiding in the growth of the region.

Merced is the regions hub for education, culture, and business. The community offers abundant shopping, pleasant neighborhoods, and tree-lined streets. Merced's revitalized downtown is emerging as the entertainment center of the area. Annual events and festivals bring regional and national recognition.

Merced is approximately 150 miles southeast of San Francisco and is one of a chain of cities located along State Highway 99. Highway 99 is one of the two main north-south arteries connecting Southern California to the Pacific Northwest region. The City of Modesto is located 40 miles, Stockton 65 miles, and Sacramento 100 miles to the north of Merced along Highway 99. The City of Fresno is 55 miles and Bakersfield is 165 miles to the south along Highway 99.



The Planning and Permitting Division of the City's Development Services Department is primarily responsible for developing and maintaining the City's General Plan (a comprehensive plan for growth and development) as required by State law; developing specific plans, neighborhood plans, master plans, and special studies as needed; and participating in regional transportation and land use plans. In addition, the Division is responsible for maintaining the zoning ordinance and map; processing development applications as part of the "one-stop permit" center; providing customer assistance; conducting development review; reviewing improvement plans, building permits, and business licenses for compliance with City regulations; enforcing the zoning and subdivision codes; and completing special projects as needed. The Division also carries out environmental reviews as required by the California Environmental Quality Act (CEQA) and provides environmental data and information on current State requirements to City departments and the public.

The Engineering Division is primarily responsible for development, implementation, and management of the City's Capital Improvement Program (CIP) and Budgets. The Engineering Department undertakes design, construction, and contract/project management of CIP-related projects and professional services in conformance with the City of Merced (City) Charter and Municipal Code. The Engineering Department also provides the following services: encroachment, transportation, and grading permit

issuance; pre-development and engineering review of infrastructure improvement plans within the public right-of-way; chair and administer Traffic Committee; Member of the Site Plan Review Committee; Member of the Minor Subdivision Committee; maintain records and archives of maps, streets, benchmarks, certificates of compliance, easements, and deeds; prepare and review subdivision maps, deeds, legal descriptions, and records of survey; maintain, preserve, and replace monuments; and conduct environmental assessments, real estate acquisitions, investigations, and research in support of City operations.

The Inspection Services Division is responsible for the review of plans, issuance of building permits, and inspection of all private/public building construction projects, for new construction, additions, and alterations within the City of Merced. The Inspection Services Division ensures compliance with federal, state, and local laws, as well as the municipal codes regulating the design, construction, material standards, intended use and occupancy, locations, and maintenance of structures. The objective is to provide our citizens with standards to safeguard life, health, property, and the public welfare, while providing the highest level of customer service possible. The Division investigates violations of these laws and codes as requested by other agencies, other City departments, or the general public through an inquiry. Inspection Services is also responsible for compliance with special architectural, landscaping, capital improvement plan review and inspection, or sign conditions required by the City Council, state, local law, or various City Commissions.

III. PROJECT DETAILS AND SCOPE OF WORK

The Project timeline and budget is set by terms of the agreement between the City and the consultants. These factors and other structural topics are described here.

A. Project Approach

The City seeks assistance from qualified consultants with experience in preparing comprehensive fee studies to assist in evaluating Development Services current fee schedule and prepare a fee study for services provided by the Planning, Building & Inspections Services, and Engineering Departments.



B. Project Schedule/Timeline for Milestones & Deliverables

The *Project Timeline* sought by the City for this project is approximately four to six months. The City would like to have the proposed fees introduced and adopted by Council in order to incorporate them by January 1, 2026. The consultant is welcome to recommend adjustments to the timeline, where appropriate.

C. Scope of Work

The following services (listed under A-F) will be the responsibility of the Consultant. Consultants are also encouraged to present suggested modifications to the scope in their proposals that most effectively meets the goals and objectives described in this RFP, however the City seeks to achieve the full scope within the budgeted amount. The scope of work includes, but may not be limited to, the following tasks:

A. Project Management

- a. Project Kick-Off Meeting: Meet with staff project team to identify project milestones, refine the scope of work, confirm timeline, clarify specific roles and responsibilities, and identify project resources.
- b. Management Tools: Identify tools and methods that will be used to keep the project moving on time and within budget.

B. Meetings

- a. Consultant should anticipate meetings with the staff project team throughout the project, including regular conference calls and in person or virtual group meetings at key milestones.
- b. The City expects that some meetings can be held virtually via Teams or Zoom.
- c. After the study is complete, prepare and deliver a presentation, first for the Planning Commission, and then at a separate meeting for City Council. Both meetings are anticipated to be in person.
- d. Prepare for an additional public or Council meeting that may be needed.

C. Review existing fee schedules, ordinances, and resolutions.

D. Comprehensive Fee Study - State all aspects of work you propose for this element. These should include, but not be limited to:

- a. Methodology and assumptions
- b. Economic analysis
- c. Identification of impacts
- d. Comparison of rates and fees with similar cities
- e. Inclusion of recovery fees for services not currently charged
- f. Administration draft review prior to public draft

E. Conclusions and Recommendations - State all aspects of work you propose for this element. These should include, but not be limited to:

- a. Identify area for potential new fees & increases
- b. Financial benefits, costs, and revenue impacts
- c. Process for annually adjusting Fee Schedule
- d. Provide a report for fee comparisons of comparable cities

F. Draft Recommended Development Services Fee Schedule

IV. REQUESTED CONSULTANT SERVICES

A. Preferred Consultants

The City does not have a preferred consultant for this project. The City reserves the right to select either a team, managed by a lead consultant, or to select individual consultants to provide the City with the different deliverables of the Project. The desired situation will be the former, however. Proposals must present a team approach and include all deliverables in the proposal.

B. Milestones/Key Deliverables

See the Scope of Work with Project milestones. The report and completed project should be fully delivered at 6 months.

C. Roles

City staff will coordinate with the consultant on all work products.

D. Expertise

This RFP will be provided to consulting firms with specific skills to accomplish one or more deliverables. The most competitive consultant will be made up of a multi-disciplinary team whose goal is to prepare a comprehensive report that meet the criteria set forth by the City.

E. Required Meetings

- a. Project Kick-off Meeting
- b. Monthly check in Meetings via Zoom
- c. Planning Commission presentation
- d. City Council presentation
- e. Possible follow up public presentation

V. CONSULTANT SCOPE OF SERVICES

The consultant's proposal should include all of the following topics in the order presented. All topics will be used to assess the consultant's: 1) project understanding; 2) project interest; and 3) competency. All proposals shall be submitted in writing and be signed by the consultant.

A. Deliverables and Budget

Deliverables / Consultant Scope-of-Work

This RFP requests a Comprehensive Project Work Plan or Timeline for the entirety of the Project from the consultant, which should include at the very least, all the tasks in the draft scope of work. Each deliverable should be described separately in terms of work, budget, and time.

While an ideal candidate will show strength in all deliverables, City Staff may need to elect to form a multi-disciplinary team of separate consultants in order to produce the best end-product, but this is not our preferred approach.

Budget

The following shall be included in describing the budget allocation in the Consultant Proposal:

- Person hours allocated to each step and total hours allocated for project objectives and overall project (including sub-contractors), or flat costs by tasks with a “not to exceed” figure for each task;
- A breakdown of the employees and professionals to be assigned to each project objective and the hourly rates and person-hour costs assigned (please indicate total number of hours for each project team member along with total hours for each project objective and the entire project), or flat costs by tasks with a “not to exceed” figure for each task;
- Personnel charge rates of the firm;
- Classification as to whether or not employees are reimbursed by hourly rate or salary; and,
- List of any subcontractors who may provide technical or other assistance and breakdown of hours/costs associated with the sub-consultants.



The proposal shall describe the compensation to perform the services outlined herein, and such discussion needs to be consistent with the established budget. Any exceptions to the budget, timeline, and/or requirements stated herein shall be clearly stated in the proposal, and fully explained.

B. Past Projects of Similar Nature

Evidence of past work experience closely related to the preparation of Comprehensive Fee Studies, Cost of Services Analyses, and Cost Recovery Analyses. This section should describe why the consultant is a good fit with this Project. Please provide previous relevant experience and references of other public projects for both the project team and consulting firm.

C. Who is on the Project Team?

Describe the members of the project team, along with their roles and duties. Describe past work associations with team members.

D. Team Member Resumes

Include team member resumes with the proposal, which describe their qualifications to prepare the requested deliverables.

E. Other

The Scope of Work shall discuss other topics, either individually or as part of the above sub-sections, including:

- The administrative aspects of the project (legal oversight, printing costs, etc.); and,
- The type of word processing equipment and software used; and,
- Any optional features/analysis proposed.

VI. RFP LOGISTICS AND PROCESSES

A. Project Manager / City Contact

Daryl Jordan, P.E., City Engineer, is the City of Merced Project Manager and will represent the City of Merced and render overall supervision of the progress of the work. All services to be performed by the consultant will be subject to approval and acceptance by the Project Manager or his/her designee, and no payment will be made to the consultant until accepted and approved. Daryl may be reached at: Phone: (209) 600-2187 and Email: jordand@cityofmerced.org

The City's Project Manager will work cooperatively with the consultant(s), by: 1) providing the consultant with whatever information is available regarding its requirements for the project; 2) examining project-related documents submitted by the consultant and rendering decisions promptly to avoid unreasonable delay in the progress of the consultant's work; and, 3) furnishing information required of it as expeditiously as necessary for the orderly progress of work.

B. RFP Due Date / Mailing Address

Please send **three (3)** copies of the proposal to:

Daryl Jordan, P.E., City Engineer
City of Merced Development Services
678 West 18th Street
Merced, CA 95340

To be accepted, the Project Manager must have them in-hand, NOT postmarked, by **5:00 p.m. on Monday, March 17, 2025.**

C. Evaluation Criteria

The City intends to engage the most qualified consultant available for this assignment. It is imperative the consultant's proposal fully address all aspects of the RFP. It must provide the City's staff with clearly expressed information concerning the consultant's understanding of the City's specific requirements and qualifying the proposer to conduct this study in a thorough and efficient manner.

The following criteria shall be used in evaluation of the proposer's offer of services:

- Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be the principal basis for evaluation.
- Consultant experience in providing financial consulting services on studies of similar scope for development service charges.
- Project manager and his/her team's experience in conducting assignments of similar scope.
- Methodology to be employed in conducting the study.
- Proposer's support organization and in-house quality control and quality assurance methods.
- Proposal clarity in expressing the understanding of the City's needs and in defining a work plan for satisfying these needs.
- Schedule compatibility with City.

- Availability to work with City staff.

E. Selecting Interview Pool

Proposals submitted will be reviewed for completeness and qualifications by the City of Merced. Approximately three (3) consulting firms will be invited to interview with City staff. The interview date is **tentatively** scheduled for **Wednesday, April 2, 2025.**

F. Interview Format

The Project Manager or Management Analyst will arrange the interviews. The interview will be conducted via MS Teams. A PowerPoint presentation is not required or expected. The purpose of the interview is not to restate the consultant's proposal, but rather to discuss the project with the consultant team members who will actually prepare the deliverables. Failure to include these individuals in the interview may be grounds for automatic disqualification.

G. Final Selection Process

Upon conclusion of the interviews, the interview team will discuss the strengths and weaknesses of the proposals and make a decision as to which team, or independent consultants, will be recommended for final approval by the Merced City Council. The City staff will work with the selected consultant(s) to prepare a professional service contract, and to prepare and present the City Council administrative report to the Merced City Council. It is anticipated that formal consultant selection and contract award will be approved by the City Council by May 2025.

H. Review and Selection Schedule

Review and Selection Schedule		
Action	Date	Other
Pre-Proposal Questions Submitted by Proposers	Monday March 7, 2025	Received in writing by 5:00 P.M.
Proposal Due Date	Monday March 17, 2025	Received by 5:00 P.M.
Consultant Interviews	Wednesday April 2, 2025	Block out entire Day.
City Council Contract Approval	Monday May 5, 2025, or Monday May 19, 2025	6:00 P.M. (attendance not required)

VII. CONTRACTUAL TOPICS

Labor Code

The consultant shall comply with Sections 3700 et seq. of the labor code of the State of California, requiring every employer to be insured against liability for worker's compensation.

Insurance

The Consultant shall also provide insurance in the amount of \$1,000,000 naming the City as additional insured. Please carefully note the endorsement and cancellation causes in the required contract. Please refer to the sample contract (Attachment A)

Conflicts of Interest

The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City offices and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body. If the proposer holds no City committee appointment or other relationship, the proposal should simply state that in response to this item.

Form of Contract

The City's standard form of contract shall be used, and includes other provisions not described here. A standard professional service contract is attached for reference (Attachment B). Please review this very carefully and note in the body of your proposal any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the consultant's response will not be made after City Staff selection of the consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

Local Business Enterprise Policy (LBE)

The City of Merced is committed to ensuring a full and equitable participation by local businesses in the provision of all goods and services to the City.

Method of Compensation

The City of Merced reserves the right to award all or part of the project at its discretion. The City of Merced will compensate the consultant(s) based on the submittal of monthly invoices and monthly progress reports. The City reserves the right to request more detailed information from the consultant on its monthly invoices if needed.

Conditions for Responses to Request for Proposals

The following conditions apply to this RFP process:

- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
 - This RFP does not obligate the City to establish a list of service providers qualified as prime contractors or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
 - The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
 - No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
 - The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
 - The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The RFP process schedule is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
 - Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
 - All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Engineering Division.
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Attachments

- A) Building Permit Fee – Resolution 2009-73
- B) Ordinance No. 2467
- C) 2025 Planning and Development Fee Schedule
- D) Sample Professional Services Contract

RESOLUTION NO. 2009- 73

**A RESOLUTION TO THE CITY COUNCIL OF THE
CITY OF MERCED, CALIFORNIA, ADOPTING
PERMIT PROCESSING AND RELATED FEES TO
IMPLEMENT CHAPTER 17.04 OF THE MERCED CITY
MUNICIPAL CODE RELATING TO BUILDING
PERMIT FEES**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED
DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS
FOLLOWS:

SECTION 1. The City Council of the City of Merced does hereby find,
determine and declare, as follows:

- (a) The City Council hereby adopts and approves this Resolution for the purpose of implementing the New 2009 California Building Codes Building and Plan Review fees; and,
- (b) This Resolution requires applicant wishing to construct, and/or repair residential and commercial structures within the City's jurisdiction to obtain certain plan review and/or permits; and,
- (c) The City Council, for the purpose of reimbursement of costs associated with processing plan review and/or permit applications, may adopt application fees; and,
- (d) The City Council conducted a duly noticed public hearing regarding the proposed Building and Plan Review fees established by this Resolution, at which oral and written presentations were invited, as part of a regularly scheduled meeting. The City Council has duly considered all oral and written testimony prior to the adoption of the fees set forth in Sections 2 herein; and,
- (e) The amounts of the proposed Building and Plan Review fees do(es) not exceed the sums reasonably necessary to cover the costs of processing the applications and to cover the costs incurred in

conducting required hearings, and that revenue sources for the services provided will be fees paid for such services; and,

- (f) The City Council has determined that the public interest, convenience and necessity require the adoption of the Building and Plan Review fees.

SECTION 2. Pursuant to Section 17.04.130 of the Merced Municipal Code, the City Council hereby sets the Building and Plan Review fees as in Exhibits "A" and "B". An annual increase in these fees shall be assessed based upon the Consumer Price Index. Such fees shall be the cost to process, plan check and inspect those residential and commercial structures within the City's jurisdiction required to obtain said permits.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 2nd day of November 2009, by the following vote:

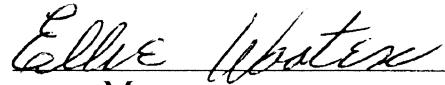
AYES: Council Members: SANDERS, CORTEZ, CARLISLE, GABRIALT-ACOSTA, LOR, SPRIGGS, WOOTEN

NOES: Council Members: NONE


ABSENT: Council Members: NONE

ABSTAIN: Council Members: NONE

APPROVED:


Mayor


ATTEST:
CITY CLERK

BY: 
Assistant Deputy City Clerk

(SEAL)



APPROVED AS TO FORM:


City Attorney Date

PROPOSED BUILDING PERMIT FEES

New Commercial Building Permit Fees

Type of Occupancy	Charge Per Square Foot
Churches and Other Religious	\$0.52
Apartments	\$0.57
Hotels/Motels	\$0.51
Industrial/Warehouse to 4999 Sq. Ft.	\$0.46
Industrial/Warehouse 5000-10000 Sq. Ft.	\$0.30
Industrial/Warehouse 10001-40000 Sq. Ft.	\$0.26
Industrial/Warehouse 40001-50000 Sq. Ft.	\$0.21
Industrial/Warehouse 50001 Sq. Ft. and up	\$0.17
Offices/Professional to 4999 Sq. Ft.	\$0.74
Offices/Professional 5000-10000 Sq. Ft.	\$0.63
Offices/Professional 10001-40000 Sq. Ft.	\$0.55
Offices/Professional 40001-50000 Sq. Ft.	\$0.45
Offices/Professional 50001 Sq. Ft. and up	\$0.32
Restaurants – All Square Footages	\$1.27
Shell Building to 4999 Sq. Ft.	\$0.42
Shell Building 5000-25000 Sq. Ft.	\$0.39
Shell Building 25001 Sq. Ft. and up	\$0.33

There will be an additional \$.04 per square foot multiplier for the entire square footage of buildings 2 stories or more.

The Building Official shall classify commercial buildings not listed above in the category most nearly resembling the use.

Commercial Tenant Improvements

Type of Occupancy	Charge Per Square Foot
Up to 2000 Sq. Ft.	\$0.70
2001-3000 Sq. Ft.	\$0.62
3001-5000 Sq. Ft.	\$0.48
5001-20000 Sq. Ft.	\$0.41
20001 Sq. Ft. and up	\$0.36
Restaurants – All square footages	\$1.28

The plan check fee for tenant improvements and new buildings will be 65% of the building permit fee.

ALL OSHPD III CERTIFICATIONS WILL BE AN ADDITIONAL \$0.27 PER SQUARE FOOT

PROPOSED BUILDING PERMIT FEES (CONTINUED)

Swimming Pools

Type	Fees
Residential – Pool only	\$570.00 – ($\27.61×1.5 intake/processing + $\$82.46 \times 5$ inspection hours + $\$78.07 \times 1.5$ plan review hours)
Residential – Pool & Spa	\$820.00 – ($\27.61×1.5 intake/processing + $\$82.46 \times 11$ inspection hours + $\$78.07 \times 1.5$ plan review hours)
Commercial	\$1220.00 – ($\27.61×1.5 intake/processing + $\$82.46 \times 11$ inspection hours + $\$78.07 \times 3.5$ plan review hours)

Reroof Permits

Type	Fees
Residential	\$200.00 – ($\82.46×2.4 inspection hours)
Commercial	\$0.25 per Sq. Ft. of building area covered by roof.

Residential Additions

Square Footages	Fees
All square footages	\$1.00 per square foot

The Plan check fee will be 65% of the building permit fee.

There will be an additional \$.04 per square foot multiplier for the entire square footage of buildings 2 stories or more.

Residential Remodels

Square Footages	Fees
All square footages	\$242.99 minimum – (Residential alteration, remodel and repair fee calculation worksheet shall be used)

Fire Damage Repair Permits

Square Footages	Fees
All square footages	\$242.99 minimum – (For residential or commercial, the fire damage repair fee calculation worksheet shall be used)

Sign Permits

All signs	\$160.53 minimum – (Commercial sign fee calculation worksheet shall be used)
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PROPOSED BUILDING PERMIT FEES (CONTINUED)

**New Single Family Dwellings and Duplexes Permit Fees
(One Story)**

Square Footage	Charge Per Square Foot
0-1580	\$1.00
1581-3350	\$0.95
3351-5000	\$0.85

The Plan Check fee for tract homes will be 15% of the building permit fee (includes Planning and Engineering processing fee).

The Plan check fee for custom homes will be 65% of the building permit fee.

There will be an additional \$.04 per square foot multiplier for the entire square footage of buildings 2 stories or more.

Plan review fees for initial master planned submittals will be 97% of the building permit fee.

The Chief Building Official shall have the authority to increase the fee in any individual case, not to exceed the actual cost of to process the permit.

*****The amount of the fees shall be adjusted annually to account for inflation by using the Consumer Price Index (CPI) for the region closest to the City of Merced. In no event shall the fees in any year be less than in the preceding year.**

PROPOSED BUILDING PERMIT FEES (CONTINUED)

Miscellaneous Permits	Fee
Gas line replacement	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Domestic water line replacement	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Temporary power	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Backflow prevention device installation (2" or smaller)	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Backflow prevention device installation (Larger than 2")	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
HVAC change-outs (Jobs more complicated than simple replacements will be subject to additional inspection fees)	\$89.36 – (27.61 x 1 hour processing + 82.46 x 1 inspection hour)
Water heater change-outs/basic mechanical permit	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Electrical panel change-outs/replacements (200 amp and smaller)	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Electrical panel change-outs/replacements (Larger than 200 amp)	Cost recovery – use commercial or residential fee worksheet
Inspections outside of regular business hours	Actual inspection hours. 82.46 x minimum of 2 inspection hours
Re-inspection fees	Actual inspection hours @ 82.46 per inspection hour
Additional plan review	Actual plan review hours @ 78.07 per hour
Commercial signs	Cost recovery – use commercial sign fee calculation worksheet
Photovoltaic System up to 2 inverters	\$247.70 (27.61 x .25 processing + 82.46 x 1.5 insp. hr. + 78.07 x 1.5 plan review hour)
Photovoltaic System 3 to 5 inverters	\$330.16 (27.61 x .25 processing + 82.46 x 2.5 insp. hr. + 78.07 x 1.5 plan review hour)

Photovoltaic System 6 or more inverters	\$412.62 (27.61 x .25 processing + 82.46 x 3.5 insp. hr. + 78.07 x 1.5 plan review hour)
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PROPOSED BUILDING PERMIT FEES (CONTINUED)

Miscellaneous Permits (continued)	Fee
Sewer line replacement/repair	\$89.36 – (27.61 x .25 processing + 82.46 x 1 inspection hour)
Fences, Block walls, and retaining walls requiring permit	\$160.53 minimum (1 hour plan review @ \$78.07 + 1 hour minimum inspection hour @ \$82.46 per hour) Use residential or commercial alteration, remodel and repair fee calculation worksheet.
Carports, patio covers, and enclosing patio covers.	\$242.99 minimum (1 hour plan review @ \$78.07 + 2 hours minimum inspection hours @ \$82.46 per hour) Use residential alteration, remodel and repair fee calculation worksheet

*****FOR ALL PERMITS: ADDITIONAL INSPECTION FEES MAY BE CHARGED FOR A SECOND FAILURE OF AN INSPECTION. ADDITIONAL PLAN REVIEW FEES MAY BE CHARGED IF ESTIMATED TIMES ARE INSUFFICIENT TO COVER EMPLOYEE COST RECOVERY, OR IF PLANS REQUIRE A SECOND BACK-CHECK. ADDITIONAL FEES WILL BE CHARGED AT THE DISCRETION OF THE CHIEF BUILDING OFFICIAL. *****

PROPOSED BUILDING PERMIT FEES (CONTINUED)
Commercial Alteration, Remodel, and Repair Fee Calculation
Worksheet

NOTE: 6 OR MORE INSPECTIONS REQUIRED CONSTITUTES A TENANT IMPROVEMENT, AND FEES WILL BE CHARGED AT THE PER SQ. Ft. RATES.

*****All figures are estimates, and may be adjusted prior to permit issuance*****

Type of Inspection Required	YES	NO	HOW MANY?
PLAN REVIEW - HOURS			
Under-Floor Plumbing Insp.			
Foundation Inspection			
Frame Inspection			
Mechanical Inspection			
Electrical inspection			
Basic Plumbing Inspection			
Drywall Inspection			
T-Bar Ceiling Installation Inspection			
Insulation Inspection			
Miscellaneous Inspections _____			
FINAL INSPECTION			
SUB-TOTALS	TOTAL PLAN REVIEW HOURS REQUIRED X \$78.07=		
	TOTAL INSPECTIONS REQUIRED X \$82.46=		
TOTAL	*****		

* FOR ALTERATIONS, REMODELS AND REPAIRS; THESE INSPECTIONS WILL TYPICALLY BE ACCOMPLISHED ON ONE FRAME INSPECTION VISIT.

A minimum charge of 1 hour plan review @ \$78.07 + 2 hours minimum inspection hours @ \$82.46 per hour = minimum fee of \$242.99

PROPOSED BUILDING PERMIT FEES (CONTINUED)
Residential Alteration, Remodel, and Repair Fee Calculation
Worksheet

All figures are estimates, and may be adjusted prior to permit issuance

Type of Inspection Required	YES	NO	HOW MANY?
PLAN REVIEW - HOURS			
Under-Floor Plumbing Insp.			
*Plumbing Top-Out Insp.			
Foundation Inspection			
*Frame Inspection			
*Mechanical Inspection			
*Electrical Inspection			
*Basic Plumbing Inspection			
Drywall Inspection			
Lath/Plaster Inspection			
Roof Nail Inspection			
Insulation Inspection			
Miscellaneous Inspections _____			
FINAL INSPECTION			
SUB-TOTALS	TOTAL PLAN REVIEW HOURS REQUIRED X \$78.07=		
	TOTAL INSPECTIONS REQUIRED X \$82.46=		
TOTAL	*****		

* FOR ALTERATIONS, REMODELS AND REPAIRS; THESE INSPECTIONS WILL TYPICALLY BE ACCOMPLISHED ON ONE FRAME INSPECTION VISIT.

A minimum charge of 1 hour plan review @ \$78.07 + 2 hours minimum inspection hours @ \$82.46 per hour = minimum fee of \$242.99

PROPOSED BUILDING PERMIT FEES (CONTINUED)
Fire Damage Repair Fee Calculation Worksheet

*****All figures are estimates, and may be adjusted prior to permit issuance*****

Type of Inspection Required	YES	NO	HOW MANY?
PLAN REVIEW - HOURS			
Pre-Work Inspection			
Fire Place Inspection/Verification of Recertification			
* Frame Inspection			
* Mechanical Inspection			
* Electrical Inspection			
* Basic Electrical Inspection			
Drywall Inspection			
Roof Nail inspection			
Insulation Inspection			
Miscellaneous Inspections _____			
FINAL INSPECTION			
SUB-TOTALS	TOTAL PLAN REVIEW HOURS REQUIRED X \$78.07=		
	TOTAL INSPECTIONS REQUIRED X \$82.46=		
TOTAL	*****		

* FOR ALTERATIONS, REMODELS AND REPAIRS; THESE INSPECTIONS WILL TYPICALLY BE ACCOMPLISHED ON ONE FRAME INSPECTION VISIT.

A minimum charge of 1 hour plan review @ \$78.07 + 2 hours minimum inspection hours @ \$82.46 per hour = minimum fee of \$242.99

PROPOSED BUILDING PERMIT FEES (CONTINUED)

Commercial Sign Fee Calculation Worksheet

*****All figures are estimates, and may be adjusted prior to permit issuance*****

Type of Inspection Required	YES	NO	HOW MANY?
PLAN REVIEW - HOURS			
Foundation Inspection			
Electrical inspection			
Miscellaneous Inspections			
FINAL INSPECTION			
SUB-TOTALS	TOTAL PLAN REVIEW HOURS REQUIRED X \$78.07=		
	TOTAL INSPECTIONS REQUIRED X \$82.46=		
TOTAL	*****		

A minimum charge of 1 hour plan review @ \$78.07 + 1 hour minimum inspection hour @ \$82.46 per hour = minimum fee of \$160.53

ENCROACHMENT PERMITS

PROJECT TYPE	FEE
NEW DRIVEWAY AND APPROACH	\$140.00 Based on 2 INSPECTIONS AT \$65.00 PER INSPECTION HOUR PLUS \$10.00 BASE ENCROACHMENT PERMIT FEE
REPLACE SEWER LINE	\$140.00 Based on 2 INSPECTIONS AT \$65.00 PER INSPECTION HOUR PLUS \$10.00 BASE ENCROACHMENT PERMIT FEE
REPLACE WATER LINE	\$140.00 Based on 2 INSPECTIONS AT \$65.00 PER INSPECTION HOUR PLUS \$10.00 BASE ENCROACHMENT PERMIT FEE
NEW SIDEWALK AND REPAIR	\$140.00 Based on 2 INSPECTIONS AT \$65.00 PER INSPECTION HOUR PLUS \$10.00 BASE ENCROACHMENT PERMIT FEE

Projects beyond the scope of basic permit requirements shall be charged additional plan review and inspection fees based on 1-hour increments at \$65.00 per hour.

The Director of Development Services shall have the authority to increase the fee in any individual case, not to exceed the actual cost of to process the permit.

*** The amount of the fees shall be adjusted annually to account for inflation by using the Consumer Price Index (CPI) for the region closest to the City of Merced. In no event shall the fees in any year be less than in the preceding year.

FIRE PERMIT FEES

TYPE	FEE
FIRE SPRINKLER SYSTEM - NEW CONSTRUCTION: 1-50 HEADS	\$424.05 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$333.72 (based on 4 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE SPRINKLER SYSTEM - NEW CONSTRUCTION: 51-100 HEADS	\$507.48 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$333.72 (based on 4 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$166.86 (based on 2 hours @ \$83.43/hr)
FIRE SPRINKLER SYSTEM - NEW CONSTRUCTION: 101-200 HEADS	\$757.47 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$500.58 (based on 6 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$250.29 (based on 3 hours @ \$83.43/hr)
FIRE SPRINKLER SYSTEM - NEW CONSTRUCTION: IN EXCESS OF 200 HEADS	\$1508.06 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Base Permit Fee for 101-200 Heads - \$750.87 (\$757.47- \$6.90 processing fee) + Plan Review fee/Deposit - \$250.29 (based on 3 hours @ \$83.43/hr) + \$500.00 for each 200 heads in excess of 200 or fraction thereof)
FIRE SPRINKLER SYSTEM – TI/MODIFICATION: 1-20 HEADS	\$257.19 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$166.86 (based on 2 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE SPRINKLER SYSTEM – TI/MODIFICATION: 21-100 HEADS	\$340.62 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$250.29 (based on 3 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE SUPPRESSION STANDPIPE SYSTEM	\$340.62 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$250.29 (based on 3 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE PUMP CERTIFICATION	\$590.91 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$417.15 (based on 5 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$166.86 (based on 2 hours @ \$83.43/hr)

FIRE PERMIT FEES (CONTINUED)

TYPE	FEE
UNDERGROUND FIRE SERVICE	\$340.62 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$250.29 (based on 3 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
PROPANE TANK INSTALLATION	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
ABOVEGROUND/UNDERGROUND TANK INSTALLATION: (PER TANK)	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
ABOVEGROUND/UNDERGROUND TANK REMOVAL: (PER TANK)	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
ABOVEGROUND/UNDERGROUND TANK ABANDONMENT: (PER TANK)	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE SUPPRESSION SYSTEM HOOD/BOOTH: (PER SYSTEM)	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE SUPPRESSION SYSTEM HALON/CLEAN AGENT: (PER SYSTEM)	\$340.62 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$166.86 (based on 2 hrs inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$166.86 (based on 2 hours @ \$83.43/hr)
SOIL OR WATER REMEDIATION SYSTEMS	\$257.19 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$166.86 (based on 2 hrs inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)

FIRE PERMIT FEES (CONTINUED)

TYPE	FEE
FUEL DISPENSING EQUIPMENT	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr) + \$20.86 for each additional dispenser (based on 15 minutes per inspection @ \$83.43/hr)
WATER FLOW TEST	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Testing - \$166.86 (based on 1 hr X 2 people @ 83.43/hr) *Customer will request testing. *Testing will be performed, and invoice sent, or payment may be made at time of request. *Upon receipt of payment, results will be transmitted to customer
FIRE ALARM/FIRE SUPPRESSION MONITORING SYSTEM: TO 10 DEVICES	\$173.76 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$83.43 (based on 1 inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE ALARM/FIRE SUPPRESSION MONITORING SYSTEM: 10 TO 50 DEVICES	\$257.19 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$166.86 (based on 2 hrs inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$83.43 (based on 1 hour @ \$83.43/hr)
FIRE ALARM/FIRE SUPPRESSION MONITORING SYSTEM: 50 TO 100 DEVICES	\$424.05 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$250.29 (based on 3 hrs inspection @ \$83.43/hr) + Plan Review fee/Deposit - \$166.86 (based on 2 hours @ \$83.43/hr)
FIRE ALARM/FIRE SUPPRESSION MONITORING SYSTEM: 101 TO 200 DEVICES	\$590.91 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Inspection - \$333.72 (based on 4 inspections @ \$83.43/hr) + Plan Review fee/Deposit - \$250.29 (based on 3 hours @ \$83.43/hr)

FIRE PERMIT FEES (CONTINUED)

TYPE	FEE
FIRE ALARM/FIRE SUPPRESSION MONITORING SYSTEM OVER 200 DEVICES	\$1041.20 – (Processing – \$6.90 (based on 15 min @ \$27.61/hr) + Base Permit Fee for 101-200 Devices - \$584.01 (\$590.91- \$6.90processing fee) + Plan Review fee/Deposit - \$250.29 (based on 3 hours @ \$83.43/hr) + \$200.00 for each additional 100 devices or fraction thereof over 200
ADDITIONAL PLAN REVIEW – 1 HOUR MINIMUM	\$83.43 PER HOUR – (applies to second revision and subsequent revisions thereafter)
ADDITIONAL INSPECTION – 1 HOUR MINIMUM	\$83.43 PER HOUR – (applies if second inspection fails and rescheduling is necessary – fee is per additional inspection hour)

UNUSUAL OR UNFORSEEN PROJECTS SHALL BE CHARGED FEES ON A PER-HOUR BASIS FOR PLAN REVIEW, CONSULTATION, AND INSPECTION @ \$83.43 PER HOUR.

The Director of Development Services shall have the authority to increase the fee in any individual case, not to exceed the actual cost of to process the permit.

*****The amount of the fees shall be adjusted annually to account for inflation by using the Consumer Price Index (CPI) for the region closest to the City of Merced. In no event shall the fees in any year be less than in the preceding year.**

ORDINANCE NO. 2467

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MERCED, CALIFORNIA,
AMENDING CHAPTER 17.04, "BUILDING
CODE," ARTICLE I TITLE, SECTIONS
17.04.010, 17.04.050, 17.04.110, 17.04.120,
17.05.010, 17.06.010, 17.07.010, 17.09.010,
17.10.010, 17.12.010, 17.20.010, 17.24.010,
17.28.020, AND 17.34.010 OF THE MERCED
MUNICIPAL CODE TO ADOPT BY
REFERENCE THE CALIFORNIA BUILDING
CODE, CALIFORNIA ADMINISTRATIVE
CODE, CALIFORNIA ELECTRICAL CODE,
CALIFORNIA MECHANICAL CODE, AND
CALIFORNIA PLUMBING CODE**

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN
AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. The Article I
Title, "Uniform Building Code" of Chapter 17.04, "Building Code," of
the Merced Municipal Code is hereby retitled as follows:

"Article I. International Building Code"

SECTION 2. AMENDMENT TO CODE. Section 17.04.010,
"Adoption," of the Merced Municipal Code is hereby amended to read as
follows:

"17.04.010 Building Code - Adoption.

Those certain documents, three (3) certified copies of
which are on file in the Office of the City Clerk,
marked and designated as California Code of
Regulations Title 24, Part 2, '2016 California Building
Code, Volumes 1& 2, including Scope and
Administration Division II, Appendix F, 'Rodent

Proofing,' Appendix H, 'Signs,' Appendix I 'Patio Covers' and Appendix J, 'Grading,' based on the 2015 International Building Code as published by the International Code Council and amended by the California Building Standards Commission are adopted by reference as the Building Code for the City of Merced. The appendix chapters in California Code of Regulations Title 24, Part 2, 2016 California Building Codes Volumes 1 and 2 may be allowed to be used as an alternate construction method. They must be used in their entirety and are subject to the approval of the Building Official."

SECTION 3. AMENDMENT TO CODE. Section 17.04.050, "New Construction Defined," of the Merced Municipal Code is hereby amended to read as follows:

"17.04.050 New Construction Defined.

For purposes of Sections 17.04.060 through 17.04.080 'new construction' means:

- A. All new buildings or structures;
- B. All new property development including parking lots;
- C. Any building or structure altered or expanded in excess of fifty (50) percent of the value of such building structure;
- D. Any alteration or expansion with a permit value in excess of One Hundred Thousand Dollars (\$100,000) with annual adjustment to the CPI annually on January 1; and,
 - 1. The value in Section D above shall not include any of the following items: Accessibility

Upgrades, rooftop solar installations, installation of fire sprinklers and maintenance items including, but not limited to, reroofing, replacement of mechanical equipment and energy efficiency upgrades.

E. Any work on a building or structure to change the occupancy to a more hazardous use and which requires a building permit."

F. The Department Head for Development Services has the discretion to make adjustments to the valuation with due cause."

SECTION 4. AMENDMENT TO CODE. Section 17.04.110, "Residential Fees," of the Merced Municipal Code is hereby amended to read as follows:

"17.04.110 Residential Fees.

Notwithstanding any other provision of this Code, the fees for residential construction of new buildings and structures identified in Sections 8.04.235, 15.16.030, 15.16.040, 15.16.050, 15.16.055, 15.16.070, 15.36.160, 15.40.070, 15.08.130, and 17.58.020 may, at the request of the owner, be postponed until the date of final inspection or the date a certificate of occupancy is issued, whichever occurs first, subject to the following:

1. By exercising the postponement of payment, the applicant and owner agree and consent to any action by the City to deny approval of or to disconnect all utilities upon a breach of any condition by the applicant or owner. All fees are required to be paid prior to final inspection or issuance of the Certificate of Occupancy, whichever comes first.

2. If the fees are not paid within one (1) year from issuance of the building permit, the owner agrees to pay the fee in effect at the time of final inspection or issuance of the certificate of occupancy.”

SECTION 5. AMENDMENT TO CODE. Section 17.04.120, “Nonresidential Fees,” of the Merced Municipal Code is hereby amended to read as follows:

“17.04.120 Nonresidential Fees.

Notwithstanding any other provision of this Code, the fees for nonresidential construction of new buildings and structures identified in Sections 15.16.030, 15.16.040, 15.16.050, 15.16.055, 15.16.070, 15.36.160, 15.40.070, 15.08.130, and 17.58.020 may, at the request of the owner, be postponed until the date of final inspection or the date a certificate of occupancy is issued, whichever occurs first, subject to the following:

1. An additional two (2) percent of the above fees to cover administrative costs is paid at the time of application for a building permit.
2. A contract is executed allowing the City to deny approval of or to disconnect utilities upon a breach by the owner.
3. If the fees are not paid within one (1) year from issuance of the building permit, the owner agrees to pay the fee in effect at the time of final inspection or issuance of the certificate of occupancy.”

SECTION 6. AMENDMENT TO THE BUILDING CODE.

Section 17.04, "Building Code – Amendment of Table 1607.1," of the Merced Municipal Code is hereby amended to read as follows:

"Table 1607.1, Item 5, Exception: Residential balconies and decks located above the second floor shall use a 50 pound/sq. ft. uniform live load and a 300 pound concentrated load for design."

SECTION 7. AMENDMENT TO CODE. Section 17.05.010,

"Residential Code – Adoption," of the Merced Municipal Code is hereby amended to read as follows:

"17.05.010 Residential Code - Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 2.5, '2016 California Residential Building Code' including Scope and Administration Division II, Appendix chapters, E, 'Manufactured Housing Used as Dwelling,' G, 'Swimming Pools, Spas and Hot Tubs,' H, 'Patio Covers,' and J, 'Existing Buildings and Structures,' based on the 2015 International Residential Building Code as published by the International Code Council and amended by the California Building Standards Commission are adopted by reference as the Residential Building Code for the City of Merced. The appendix chapters in California Code of Regulations Title 24, Part 2.5, 2016 California Residential Building Code may be allowed to be used as an alternate construction method. They must be used in their entirety and are subject to the approval of the Building Official."

SECTION 8. AMENDMENT TO RESIDENTIAL BUILDING CODE. Section 17.05, “Residential Building Code – Amendment of Table R301.5,” of the Merced Municipal Code is hereby amended to read as follows:

“Table 301.5, Item 4, Exception: Residential balconies and decks located above the second floor shall use a 50 pound/sq. ft. uniform live load and a 300 pound concentrated load for design.”

SECTION 9. AMENDMENT TO CODE. Section 17.06.010, “Existing Building Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

“17.06.010 Existing Building Code - Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 10, ‘2016 California Existing Building Code’ based on the 2016 International Existing Building Code and as amended by the California Building Standards Commission are adopted by reference as the Existing Building Code for the City of Merced.”

SECTION 10. AMENDMENT TO CODE. Section 17.07.010, “Green Building Standards Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

“17.07.010 Green Building Standards Code – Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 11, ‘2016 California Green Standards Code’ as published by the International Code Council for the

California Building Standards Commission are adopted by reference as the Green Building Standards Code for the City of Merced.”

SECTION 11. AMENDMENT TO CODE. Section 17.09.010, “Historical Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

“17.09.010 Historical Code - Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 8, ‘2016 California Historical Building Code’ as published by the International Code Council for California Building Standards Commission is adopted by reference as the Historical Building Code for the City of Merced.”

SECTION 12. AMENDMENT TO CODE. Section 17.10.010, “Energy Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

“17.10.010 Energy Code - Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 6, ‘2016 California Energy Code’ as published by the International Code Council for California Building Standards Commission is adopted by reference as the Energy Code for the City of Merced.”

SECTION 13. AMENDMENT TO CODE. Section 17.12.010, “California Administrative Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

**“17.12.010 California Administrative Code--
Adoption.**

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part I, ‘2016 California Administrative Code’ as published by the International Code Council for California Building Standards Commission are adopted by reference as the Administrative Code for the City of Merced.”

SECTION 14. AMENDMENT TO CODE. Section 17.20.010, “California Electrical Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

**“17.20.010 California Electrical Code-
Adoption.**

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 3, ‘2016 California Electrical Code’ based on the 2014 National Electrical Code and amended by the California Building Standards Commission are adopted by reference as the Electrical Code for the City of Merced.”

SECTION 15. AMENDMENT TO CODE. Section 17.24.010, “California Mechanical Code – Adoption,” of the Merced Municipal Code is hereby amended to read as follows:

**“17.24.010 California Mechanical Code -
Adoption.**

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title

24, Part 4, '2016 California Mechanical Code' based on the 2015 Uniform Mechanical Code and as amended by the California Building Standards Commission are adopted by reference as the Mechanical Code for the City of Merced."

SECTION 16. AMENDMENT TO CODE. Section 17.28.020, "California Plumbing Code – Adoption," of the Merced Municipal Code is hereby amended to read as follows:

"17.28.020 California Plumbing Code- Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 5, '2016 California Plumbing Code' based on the 2015 Uniform Plumbing Code and as amended by the California Building Standards Commission are adopted by reference as the Plumbing Code for the City of Merced."

SECTION 17. AMENDMENT TO CODE. Section 17.34.010, "Reference Standards Code – Adoption," of the Merced Municipal Code is hereby amended to read as follows:

"17.34.010 Referenced Standards Code - Adoption.

Those certain documents, three (3) certified copies of which are on file in the Office of the City Clerk, marked and designated as California Code of Regulations Title 24, Part 12, '2016 California Referenced Standards Code' as published by the International Code Council for the California Building Standards Commission are adopted by reference as the Referenced Standards Code for the City of Merced."

SECTION 18. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 19. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 204. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the 21 day of November, 2016, and was passed and adopted at a regular meeting of said City Council held on the 5 day of December, 2016, by the following called vote:

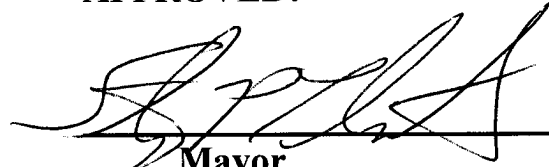
AYES: 7 **Council Members:** BELLUOMINI, BLAKE, DOSSETTI, LOR,
MURPHY, PEDROZO, THURSTON

NOES: 0 **Council Members:** NONE

ABSTAIN: 0 **Council Members:** NONE

ABSENT: 0 **Council Members:** NONE


APPROVED:



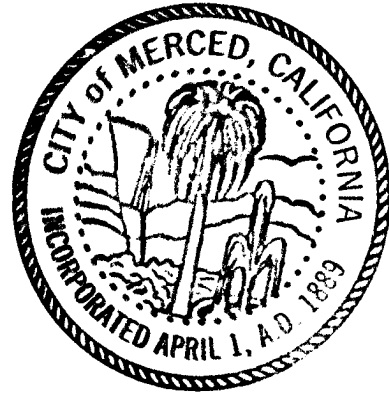
Mayor

ATTEST:

STEVE CARRIGAN, CITY CLERK

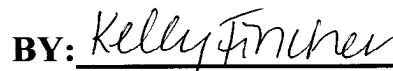
BY: 

Assistant/Deputy City Clerk



(SEAL)

APPROVED AS TO FORM:

BY:  11/14/16

City Attorney Date

CITY OF MERCED

PLANNING AND DEVELOPMENT FEE SCHEDULE

[Effective January 1, 2025, per Annual Adjustment (CPI = 2.39%) per City Council Resolution #09-74]

<u>Application Type</u>	<u>Application Fee</u>
ANNEXATION & PRE-ZONING (See Note #3)	
Single R-1 Lot (1 acre or less) (See Note #2)	\$1,545
All Other Annexations (See Note #5)	\$3,091
	+\$229/acre
	⁵ Actual Cost w/ \$30,000 Deposit (Over 200 ac)
Pre-Annex Development Agmt (Payable to Planning Dept)	\$4,636
Pre-Annex Development Agmt (Payable to City Atty)	\$7,727
APPEALS (See Note #10)	
Conditional Use Permits (CUP)	\$464
Tentative Subdivision Map	\$464
Design Review Commission (Appeal to Council)	\$309
Appeal of Certification of Alteration	\$77
<i>Minor Subdivisions:</i>	
Lot Splits/Parcel Maps	\$309
Site Plan Review Committee	\$348
Miscellaneous Appeals	\$348
COMMERCIAL CANNABIS BUSINESS PERMITS (CCBP) (See Note #11)	
<i>City Council Resolutions #2017-67 & #2021-43</i>	
<u>CCBP Application Fees</u>	
Phase 1 (All Types)	\$1,213
Phase 2 (Merit-Based)	\$10,796
Phase 2 (Non-Merit Based)	\$7,867
Background Checks for Owners of 5%+ Over 1 Owner (Phase 2)	\$1,803
Annual CCBP Renewal	\$2,809
Appeal of a CCBP	\$471
Appeal of a CCBP Renewal	\$595
<u>Annual Regulatory Fees</u>	
Cultivation--Up to 10,000 SF (2 Inspections/Yr)	\$9,573
Cultivation--Nursery Only (2 Inspections/Year)	\$9,573
Distribution (2 Inspections/Year)	\$9,155
Manufacturing (2 Inspections/Year)	\$9,573
Retail Sales (2 Inspections/Year)	\$9,155
Testing (2 Inspections/Year)	\$7,680
CONDITIONAL USE PERMITS (CUP)	
Admin CUP's for Signs and Minor Use Permits (Staff Approval only)	\$309
Minor: (Signs, walls, etc. if goes to Planning Commission)	\$773
Regular CUP (R-1 uses, churches, Land use or design only, etc.)	\$3,863
Major CUP (Land use and design; P-D's)	\$3,863
<i>Note: No Charge for CUP's for Community Gardens</i>	+\$152/acre

<u>Application Type</u>	<u>Application Fee</u>
DESIGN REVIEW & HISTORIC PRESERVATION	
Painting and Small Signs (Staff)	\$39
Signs, Awnings, and Simple Modifications (Staff)	\$116
Remodels and Site Improvements (DRC)	\$773
New Developments (DRC)	\$1,854
<u>Historic Preservation Applications (DRC/HPC)</u>	
Application for Historic Resource (DRC & Council)	\$386
Certificate of Alteration for an Historic Resource	\$232
DETERMINATIONS/INTERPRETATIONS	
By Planning Commission	
Single R-1 Lot	\$773
Other	\$773
By Staff	\$77
ENVIRONMENTAL REVIEW	
Categorical Exemption	\$155
Negative Declaration	\$1,545
Mitigated Negative Declaration	\$7,727
Expanded Initial Study	\$7,727
Environmental Impact Report	Based on Cost (See Note #5) (Deposit Required)
<u>Additional Related Fees</u>	
Merced County Clerk Filing Fee (Required of all)	\$50 check made out to "Merced County"
EIR/EIS Contract Management Fee	10% of Cost
<i>State Fish & Game Fees:</i> (Check needs to be made out to Merced County and must accompany the NOD) (See Note #8)	
For Negative Declarations	\$2,968.75
For EIR's	\$4,123.50
EXTENSIONS	
Tentative/Final Subdivision Maps	\$313
Minor Subdivisions	\$117
Variances	\$157
FINAL SUBDIVISION MAPS	
Final Subdivision Map	\$6,261
Final Subdivision Map Extensions/Amendment to Agreement	\$1,174
Reversion to Acreage (Requires a Final Map)	\$6,261
Engineering Plan Check	3/4% of the public improve- ment value
GENERAL PLAN AMENDMENTS	\$3,131 +\$152/acre

<u>Application Type</u>	<u>Application Fee</u>
MINOR SUBDIVISIONS	
Lot Splits/Parcel Maps	\$1,236
Lot Line Adjustment	\$618
Lot Mergers	\$618
Subdivision Map Exemption Investigation	\$309
Reversion to Acreage	See Final Maps
Certificate of Compliance	\$232
MISCELLANEOUS	
Administrative Revision to Site Plans or Elevations (Or Minor Modification Permits)	\$232
Abandonment (Street)	\$232
<i>Building Permit--Planning Site Plan Review Only</i>	
Residential/Remodals/Tenant Imp/Pools/Signs	\$77
Commercial (New Construction)	\$309
Industrial (New Construction)	\$309
Continuance Requests - Planning Commission Public Hearings (After agenda is published)	\$232
Covenants of Easement	\$464
Encroachment Permits (If have to go to City Council)	\$464
Home Occupation Permits (Minor) [Major Home Occupations are charged the Minor Use Permit Fee]	\$39
Restaurant Encroachment Permit (<i>See Note #9</i>)	\$232
Staff Research Time	\$67 per 1/2 hour
Street Closures: (<i>See Note #9</i>)	
Staff Review	\$77
Council Review	\$464
Temporary Outdoor Use Permit	\$77
Will Serve Letter (Utilities)	\$155
Zoning Compliance Letter (Involves City Atty)	\$618
Zoning Verification Letter (Planning Staff Only)	\$116
NAME CHANGES	
Subdivision Names (once public hearing notice has been published)	\$386
Street Names (for subdivisions, once final map has been approved)	\$1,545
PRE-APPLICATION REVIEW (See Note #1)	
Annexation Pre-Applications (Includes City Council Review-Note #12)	\$1,545
Minor (CUP's, Site Plan Review, etc.)	\$193
Major (Zone Changes, General Plan Amendments, SUP Revisions, Tentative Maps, etc.)	\$309

<u>Application Type</u>	<u>Application Fee</u>
SERVICE (WATER & SEWER) REQUESTS (County Property) Staff Review City Council Review	 \$232 \$309 + \$20/acre or portion thereof
SITE PLAN REVIEW Minor: (Minor change in existing site or change in use with minor design adjustments) Major: (Major redesign of existing site or design of vacant site) (<i>Large projects may be charged on an hourly basis</i>) (<i>See Note #6</i>) <i>Other:</i> <i>Accessory Dwelling Units (Minor Use Permit) & Community Gardens</i> <i>Recycling Centers</i>	 \$927 \$1,545 No Charge \$309
SITE UTILIZATION PLAN ESTABLISHMENT Residential Planned Development (RP-D) and Planned Development (P-D)	 \$4,636 +\$152/acre
SITE UTILIZATION PLAN REVISIONS (<i>See Note #4</i>) (Fee also applies to Special Project Permits)	 \$2,318 +\$152/acre
TENTATIVE SUBDIVISION MAPS 1-50 Lots 50+ Lots	 \$4,636 \$7,727
VARIANCE Single R-1 lot All Others Multiple on one application	 \$1,314 \$1,545 \$2,318
ZONE CHANGES (Including to Planned Developments)	 \$4,636 +\$152/acre
ZONING TEXT AMENDMENTS (Amendments to Title 20 of Merced Municipal Code) Re: Standards (Setbacks, signs, etc.) Re: Land Use (Adding a land use to a zone, adjusting requirements for a specific land use, etc.)	 \$1,545 \$2,318

NOTES

1. Pre-Application Review Charge may be assessed on any request to consider a particular piece of property for development activity, including change of zoning, preliminary site plan review, preliminary review of a subdivision layout, or as otherwise determined by the Director of Development Services. This charge will be credited against any "Application Fee" subsequently received from the applicant for the
2. R-1 Type Uses. Those uses eligible for consideration as conditional uses in an R-1 residential zone or any R-1 use (principally permitted or otherwise) when considered for a conditional use permit in another zone.

NOTES (Continued)

3. Annexations. Fees paid at time of application are for processing by the City. If approved by the City Council, additional fees (payable to LAFCO) will be required with the new application due to the Local Agency Formation Commission (LAFCO) at that time. The final step in a completed annexation is submission to the California State Board of Equalization, which will require an additional fee (payable to the State). The base fee, a minimum of several hundred dollars, is tied to acreage and increases as the size of the annexation increases. (If an applicant wants more information on these prospective fees, please call the Merced County Planning Department at 385-7654.)

4. Site Utilization Plan Revisions. A Site Plan Review Permit is also required before construction. A Special Project Permit has a similar review process as SUP Revisions, so the fee would be the same.

5. Based on Cost (Deposit Required). Application fee is based on the actual cost of time, services, and materials incurred in processing the application. With the exception of environmental reviews, the deposit is due upon application. Any costs above the deposit are due and payable prior to final Planning Commission/City Council action. The deposit and actual cost for environmental reviews will be determined on a case by case basis after the application is accepted, and the deposit is due before work commences.

6. Fee Adjustments. Per MMC 20.66.030(D), the Director of Development Services shall have the authority to lower or increase the fee in any individual case, not to exceed the actual cost of staff time, or waive the payment for another government agency, or non-profit, tax exempt organization, or where good cause appears. In the case where no application fee has been adopted, the Director will determine which adopted fee to charge that would be equivalent based on the similar level of effort and review required.

7. Refunds. Partial refunds can be given if applications are withdrawn prior to public hearing. However, the cost of actual staff time or direct costs spent on the application will be deducted from the original amount prior to a refund being granted. Please note that refunds can only be given within 1 year after application submittal due to budgeting constraints.

8. State Fish & Game Fees: These are fees charged by the State of California to fund programs for the CA Department of Fish & Game. This is not a City or County fee but the City is obliged to comply with the State law in order to complete your environmental review process. The project planner will ask the project applicant to submit these fees at least 5 days prior to the final Planning Commission or City Council action on the project, so the Notice of Determination (which limits the time frame for filing CEQA lawsuits) can be filed with these fees. These fees are subject to an annual increase each January 1st. Please check with the City Planning Division for the most current fee before submitting.

9. Fees Established By Code: Certain Applications are set by the Merced Municipal Code (M.M.C.): Restaurant Encroachment Permit (MMC Title 12.36.060) and Street Closure (MMC Title 12.42.050)

10. Appeal Fee: If a decision is made in the appellant's favor, the City will refund the appeal fee.

<u>Application Type</u>	<u>Application Fee</u>
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NOTES (Continued)

11: Commercial Cannabis Business Permits (CCBP): Per City Council Resolutions #2017-67 (adopted 12/18/17) and #2021-43 (adopted 6/7/21), CCBP Application fees are due and payable upon submittal of a Commercial Cannabis Business Permit Application. The amount of the fees are adjusted annually to account for inflation by using the Consumer Price Index (CPI). In no event, shall the fees in any year be less than the preceding year. The Regulatory Fee is to be due and payable prior to opening the business and thereafter on or before the anniversary date. The Regulatory Fee may be amended from time to time based upon actual costs. The amount of the fees are adjusted annually to account for inflation by using the Consumer Price Index (CPI). In no event, shall the fees in any year be less than the preceding year.

12: Annexation Pre-Application (Includes City Council Review): Annexation Pre-applications are different from regular pre-applications that are only reviewed by City Staff in that Annexation Pre-applications are also reviewed by the City Council and Merced County Local Agency Formation Commission (LAFCO) staff to provide early guidance on annexation requests. Please see the separate "Annexation Pre-Application" application form for details regarding submittals and process. Fee charged is the same as a "Major Site Plan Review" permit and can be credited toward an official annexation application.

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and _____, a Please Select, whose address of record is _____, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to _____; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide _____ services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the _____ services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the _____ or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “Please Select” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on _____, 20__.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance

with the fee schedule set forth in Exhibit “Please Select” attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit “A” within the compensation amount set forth in Exhibit “Please Select”. For Consultant’s services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT’S BOOKS AND RECORDS. Consultant shall maintain any and 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 the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers’ compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City,

Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to

waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the

Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the

Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. 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.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of

race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be

governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: _____
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS:

TELEPHONE: _____

FAX: _____

E-MAIL: