

REQUEST FOR PROPOSAL BUILDING PLAN CHECK AND INSPECTION SERVICES

The City of Mission Viejo is requesting proposals for consultant to manage building plan check and inspection services. The City is approximately 17 square miles in size and is a planned community with a current population of approximately 100,000 persons. The City is primarily built-out with a few remaining undeveloped parcels. The building activity may fluctuate based on market conditions. The building plan check and inspection function is a division within the City's Community Development Department; the building plan check and inspection consultant will report to the City's Community Development Director.

I. SCOPE OF WORK - BUILDING OFFICIAL

Consultant will provide a qualified Building Official with the following duties:

1. Establish and implement office policies and procedures.
2. Develop and implement proper forms in accordance with state laws and sound office procedures.
3. Consult with building staff and provide support and direction.
4. Supervise senior staff members and delegate supervisory authority to senior staff members in judicious manner.
5. Oversee and implement proper disciplinary procedures as necessary.
6. Interface with City Department Managers and others within the City organization such as Public Works, Public Services, or Code Enforcement personnel involved in the building inspection and plan check process.
7. Coordinate with City Attorney in code processing and adoption in a timely manner.
8. Check and process building plans and inspect building construction to insure compliance with approved plans and codes.
9. Provide field inspection services for all construction, including complaints on non-permitted construction, regulated by State and local building codes.
10. Provide same working day inspection for all inspection requests received before 6:00 a.m.
11. Provide at a maximum two weeks (10 work-day) turn around for major plan checks, and five working days for others, with a one-week (5 work-day) turn around for all rechecks.
12. Provide service at Community Development counter a minimum of eight hours each day, including lunchtime, to issue permits, accept plan checks, answer technical questions, and provide prompt and timely response to the public.
13. Provide review, approval, and permitting for issuing of demolition, building, or similar construction permits addressing water quality management plans from new development and significant redevelopment.
14. Attend grievance hearings and the like to resolve disputes with developers, homeowners, commercial and office owners and the public.
15. Provide appropriate and timely follow up on and resolution to complaints, and non-permitted work.

16. Prepare for distribution to an outside vendor all building related files and plans for periodic electronic scanning, and verify completeness of returned electronic scanning and indexing files for accuracy.
17. Provide cell phones for all field personnel.
18. Provide all technology related hardware (i.e. computers, monitors, printers) for computer permit issuance and tracking system in compliance with the latest technology. All data gathered shall be the property of the City of Mission Viejo.
19. Pay for implementation, configuration, and on-going support for the City's GIS system and on-line permit system as it relates to building related data, permit issuance, and information supported by the Building Services Division. Consultant shall utilize the City's Sire electronic plan check program.
20. Provide trained staff familiar with sustainable building and Green Building concepts such as those supported by LEEDS, CABEC, RESnet, USGBC, and NPDES.
21. Provide documented annual training for staff in sustainable building and Green Building.

II. BUILDING OFFICIAL'S QUALIFICATIONS

The Building Official shall have the following qualifications:

1. Certified Building Official (CBO).
2. Architectural or Civil Engineering Registration State of California (desirable not mandatory).
3. Minimum Bachelor's degree in related field.
4. Minimum of five years previous public building department administrative experience.
5. ICBO certified inspector and/or plan checker.
6. Once selected, the Consultant shall not change Building Official without Director of Community Development's concurrence.

III. METHOD OF COMPENSATION

The City will be flexible in considering methods of compensation. Consultant must provide details as to the proposed method of compensation with examples as appropriate to clearly demonstrate compensation methods. If hourly rates are proposed adequate information must be presented to match hourly rates to specific consultant staff. It shall be specified as to whether hourly rates, percent of building plan check and inspection fees collected, or other methods of compensation include all overhead and out-of-pocket expense. Consultant shall pay for 50% of the on-going monthly hosting cost of the Sire electronic plan check program.

IV. FORMAT FOR PROPOSALS

Consultant shall provide the following information:

1. Letter of transmittal signed by an individual authorized to bind the proposing entity.
2. General information about the consultant (i.e., company size, location of office(s), years in business, organization chart, number and position titles of staff).

3. Qualifications of staff proposed for the assignment; this includes the building official, the plan checkers and the inspectors.
4. Detailed description of the consultant's understanding of the City's needs and a detailed plan demonstrating how the consultant will satisfy these needs.
5. Description of the services the consultant proposes to provide.
6. Compensation schedule.

Consultant submitting a proposal that includes the use of subcontractors shall provide the information identified above for each subcontractor.

V. ADDENDA

If any person contemplating submitting a proposal for the building plan check and inspection is in doubt as to the true meaning of any part of this Request for Proposal, that person may submit to the City's Director of Community Development a written request for an interpretation or correction.

Any interpretation or correction of the specifications will be made only by addendum issued by the City's Director of Community Development. Copies of addenda will be mailed or delivered to those persons who have received an RFP.

VI. EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. It will not, however, be limited to price alone.

The City staff will review all statements of proposals received timely. The candidates will be evaluated on the following criteria:

1. Experience in the same or similar position.
2. Ability to understand and perform the plan review and inspection tasks efficiently and in accordance with the requirements of City and State codes.
3. Cost to perform the required service as stated in the Scope of Work.
4. Oral and written communication abilities.
5. References.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of the information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the Consultant on previous contacts to disqualify any Consultant.

The City reserves the right to reject any or all proposals, or to request and obtain, from one or more consulting firms, supplementary information as may be necessary for City staff to analyze the proposal pursuant to the consultant selection criteria. Upon completion of the evaluation phase, City staff will select those consultants for interviews whose proposals and

qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more of the firms responding to this RFP.

The selected consultant will be required to enter into a “Consulting Services Agreement” for the consultant services with the City. The Agreement will include a detailed scope of work and payment of services schedule. The City of Mission Viejo City Council is the authorizing entity to issue a contract award to the top-ranked consultant. Upon receipt of the executed Agreement, it will be submitted to the City Council for approval.

VII. SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this Request for Proposal shall create any contractual relationship between the Consultant and the City. The City accepts no financial responsibility for costs incurred by any Consultant regarding this RFP.

VIII. PROOF OF AUTHORITY

If the Consultant is a corporation, formal proof of the authority of the officer signing the proposal to bind the corporation must be submitted with said proposal. A copy of the corporate resolution, or minutes or letter may be adequate proof.

IX. RESERVATIONS

The City reserves the right to reject any and all proposals, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

X. CLIENT REFERENCES

Consultant shall submit three (3) building plan check and inspection references. The references shall identify the client, a contact name, telephone number, description of the service provided, and the location where the service was performed.

XI. INSTRUCTIONS AND QUESTIONS

City representative from whom the Consultant will receive instructions:

Chares E. Wilson, AICP
Director of Community Development
City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691
(949) 470-3053

Questions regarding this Request for Proposal should be directed to Charles Wilson or Elaine Lister at the above phone number. Do not contact any other City employee, City official or City consultant regarding this RFP.

XII. WITHDRAWAL OF PROPOSAL

Consultant may withdraw its proposal, either personally or by telegraphic or written request; it should; however, do this prior to the time set for the opening of proposals.

XIII. FIRM COMMITMENT OF AVAILABILITY OF SERVICE

The City shall have two months from the date required for submission of all proposals within which to evaluate the proposals received and to decide which proposal, if any, to accept. During such period, the Consultant shall remain ready, willing, and able to begin work as set forth in the proposal if accepted by the Council.

XIV. INDEPENDENT CONTRACTOR

The Consultant is as to the City a wholly independent contractor. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City.

XV. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including, but not limited to, those pertaining to conflict of interest, which in any manner affect those employed by it or in any way affect the performance of its building plan check and inspection service. The Consultant shall at all times observe and comply with all such laws and regulations.

XVI. FEDERAL E-VERIFY PROGRAM COMPLIANCE.

The City has adopted, as amended, Mission Viejo Municipal Code Chapter 2.80 that requires any person, employer or business with the City ("Contractor") to enroll in the federal program referenced as the Federal E-Verify Program, if the City will be obligated to pay a total of more than \$30,000 for the reasonable value of employment, labor or personal services provided by the Contractor. All Business Entities and Contractors who contract with the City shall be regulated, controlled and subject to all the provisions of Mission Viejo Municipal Code Chapter 2.80. The details of this program will be specified in the agreement.

XVII. CONSULTANT'S ACCOUNTING RECORDS

Records of Consultant's direct personnel, consultants, and reimbursable expenses pertaining to the work and records of accounts between City and Consultant shall be kept on a generally recognized standard accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

XVIII. LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS

Please refer to Exhibit A, Insurance Requirements, which is attached to this RFP.

XIX. TERM

The term for the agreement will expire on June 30, 2013. The agreement will have a 30-day termination clause.

XX. SCHEDULE OF EVENTS

The anticipated schedule of events is as follows:

Receipt of RFP to Consultant:	<u>March 1-2, 2011</u>
Receipt of Proposal back to City:	<u>March 23, 2011</u>
Consultant Interviews	<u>April 13-14, 2011</u>
Consultant Selection at City Council meeting:	<u>May 16, 2011</u>
Start of Services (approx.)	<u>July 1, 2011</u>

XXI. PROPOSAL SUBMISSION

Eight copies of the proposal must be received by the City no later than:

4:00 P.M. March 23, 2011

No faxed copies

Mark envelopes containing proposal "RFP - BUILDING PLAN CHECK AND INSPECTION SERVICES."

Address all proposals to:

Charles E. Wilson, AICP
Director of Community Development
City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

Attachment:
Exhibit A, Insurance Requirements

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EXHIBIT A

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **one million dollars** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

Consultant and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written

notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.