

**REQUEST FOR PROPOSAL
BUILDING DIVISION STAFFING, BUILDING PLAN CHECK, AND INSPECTION
SERVICES**

The City of Mission Viejo is requesting proposals for consultant services to manage building division staffing, plan check, and inspection services. The City is approximately 17 square miles in size and is a planned community with a current population of just over 95,000 persons (approx.). The City is primarily built-out with a few remaining undeveloped parcels. The building activity may fluctuate based on market conditions. The building division, including front counter staffing, plan check, and inspection functions, is a division within the City's Community Development Department; building staff, including permit technicians, plan checkers and inspectors report to the Building Official and the Building Official reports to the City's Director of Community Development.

I. SCOPE OF WORK

Consultant will provide a qualified Building Official to perform 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. Staff the front building counter, plan check and inspection functions **(See also #25)**.
4. Direct building staff and provide support and direction.
5. Supervise senior staff members and delegate supervisory authority to senior staff members in a judicious manner.
6. Oversee and implement proper disciplinary procedures as necessary.
7. Interface with City Department Managers and others within the City organization such as Public Works, Public Services, Planning, or Code Enforcement personnel involved in the building inspection and plan check process.
8. Coordinate with City Attorney and City staff in code adoption in a timely manner.
9. Check and process building plans and inspect building construction to insure compliance with approved plans and current codes.
10. Provide appropriate staff to implement, operate, maintain, and optimize Tyler EnerGov software in accordance with City operational processes and business needs.
11. Provide field inspection services for all construction, including complaints on non-permitted construction, regulated by State and local building codes.
12. Provide next working day inspection for all inspection requests received before 4:00 p.m. the day prior.
13. Provide at a maximum two weeks (10 work-day) turnaround for major plan checks, and five working days for others, with a one-week (5 work-day) turn around for all rechecks.
14. Provide service at Community Development counter, including building phone coverage, a minimum of eight hours each day, including lunchtime, to issue permits,

accept plan checks, answer technical questions, and provide a prompt and timely response to the public.

15. 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.
16. Attend grievance hearings and the like to resolve disputes with developers, homeowners, commercial and office owners and the public.
17. Provide appropriate and timely follow up on and resolution to complaints, and non-permitted work.
18. 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.
19. Provide cell phones and i-pads for all field personnel.
20. 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.
21. Provide trained staff familiar with sustainable building and Green Building concepts such as those supported by LEED, CABEC, RESnet, USGBC, and NPDES.
22. Assist with implementation of SB379, regarding on-line solar permitting.
23. Provide documented annual training for staff in sustainable building and Green Building.
24. Provide CASP plan check and inspection, and complete the annual report form.
25. **As a possible option**, Consultant MAY be asked to staff the City's front receptionist desk from 8AM to NOON and 1:00 PM to 4 PM, Monday through Friday. Please address this possible staffing solution, as an option, in your company's proposed compensation schedule.

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. ICC 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 should also address the possible staffing of the front receptionist desk, as an option, in the proposed compensation schedule.

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 sent 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:

Elaine S. Lister, AICP
Director of Community Development
City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691
(949) 470-3053, elister@cityofmissionviejo.org

Questions regarding this Request for Proposal should be directed to 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. 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.

XVII. LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS

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

XVIII. TERM

The term for the agreement will expire on June 30, 2025. The agreement will have a 30-day termination clause. The contract may be extended for two years.

XIX. SCHEDULE OF EVENTS

The anticipated schedule of events is as follows:

Receipt of RFP to Consultant:	<u>February 24, 2023</u>
Receipt of Proposal back to City:	<u>March 31, 2023</u>
Consultant Interviews	<u>April 17, 2023- April 21, 2023</u>
Consultant Selection at City Council meeting:	<u>May 9, or May 23, 2023</u>
Start of Services (approx.)	<u>July 1, 2023</u>

XX. PROPOSAL SUBMISSION

An e-mailed, non-scanned PDF of the proposal must be received by the City no later than:

4:00 P.M. March 31, 2023

Non-Scanned PDF

E-mail submittal only

No faxed or mailed copies

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

E-mail all proposals to:

elister@cityofmissionviejo.org with copy to ahannis@cityofmissionviejo.org

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.

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein. Consultant agrees to submit insurance coverages described herein and obtain approval of such coverages by the City before any work is performed pursuant to this Agreement.

Commercial General Liability Insurance. Consultant shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Consultant shall provide the following coverage: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability in an amount not less than one million dollars (**\$1,000,000.00**) per occurrence for all coverages and two million dollars (**\$2,000,000.00**) general aggregate for bodily injury, personal injury, and property damage. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). 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.

Business Auto Liability Insurance. Consultant shall obtain and furnish to City a business auto liability policy covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (**\$1,000,000**) combined single limit for each occurrence and in the aggregate. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Starting and ending dates shall be concurrent.

Workers' Compensation/Employer's Liability. Consultant acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Consultant covenants that it shall comply with such provisions prior to commencement of this Agreement. Consultant shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease. Consultant shall require all sub-consultants/subcontractors to provide such workers' compensation and employer's liability insurance for all of sub-consultants' and subcontractors' employees. Consultant shall furnish to City a waiver of subrogation under the terms of the workers'

compensation and employer's liability insurance and Consultant shall similarly require all sub-consultants and subcontractors to waive subrogation. If Consultant is a sole ownership/ proprietorship and does not have any employees, Consultant shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

Professional Liability Insurance/Errors and Omissions. Consultant shall obtain and furnish to City a professional liability policy covering the work performed under this Agreement. This policy shall provide coverage in an amount not less than one million dollars (**\$1,000,000**) per occurrence or per claim and two million dollars (**\$2,000,000**) in the aggregate. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacement).
- B. Consultant shall notify City of circumstances or incidents that might give rise to future claims.

Technology Errors and Omissions Liability (Cyber Liability). Consultant shall obtain and furnish to City a policy of insurance including errors and omissions, network security/privacy coverage, with limits of not less than one million dollars (**\$1,000,000**) per incident and two million dollars (**\$2,000,000**) in the aggregate. If written on a "claims made" basis, policy shall include prior acts at least as far in the past as the effective date of this Agreement. Coverage shall apply to both electronic and physical breaches and to data. Information in the care, custody, or control of vendors shall be covered, including coverage for "cloud" systems or for data transferred by a third party. Coverage shall apply to accidental losses as well as breaches perpetrated by outsiders or employees. Regulatory fines and penalties shall be covered. The policy shall contain no requirement that all data be encrypted. The City shall be an additional insured on the policy for its vicarious liability arising out of negligent acts, errors or omissions of Consultant or those working directly or indirectly for Consultant. Policy shall apply on a primary and noncontributing basis and shall cover wrongful acts of the named insured.

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 or limitation of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed enforceable 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 irrevocably 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 which hold a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications without approval of the City prior to the execution of this Agreement and a separate writing that specifies the terms, conditions, duties, and obligations of the subject self-insurance program.
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 additional insured endorsement(s) to Consultant's general liability policy using ISO forms CG 20 10 and CG 20 37, or similar form(s) 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; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Consultant's sole expense, without prior notice.

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. The City may require evidence of financial security if deductibles or self-insured retentions 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 sub-consultants or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said sub-consultants or other parties pursuant to the Agreement. Consultant agrees to obtain certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Consultant agrees to require that no contract used by any sub-consultant 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 sub-consultants or others with whom Consultant contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, 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 or recommend 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.
17. 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.