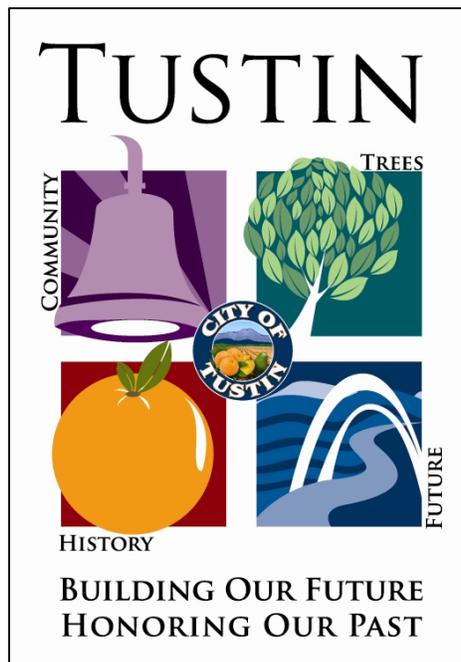


City of Tustin ● Community Development Department

REQUEST FOR PROPOSAL FOR AS-NEEDED BUILDING INSPECTION AND PLAN CHECK SERVICES



DEADLINE TO SUBMIT
5:00 p.m., October 5, 2016

City of Tustin
Building Plan Check and Inspection Services
Request for Proposal
August 29, 2016

I. PURPOSE

The Building Division is seeking to minimize and improve response time and customer service by supplementing in-house staff with contract plan check and building inspection services on an “as needed” basis. The purpose of this Request for Proposals (“RFP”) is to solicit competitive proposals from qualified persons and/or firms to provide as-needed contract services to fulfill various City of Tustin Building Division-related responsibilities that include: 1) plan check review of construction drawings to assure compliance with City adopted Building Codes and related State and Municipal Code requirements; 2) building inspection services; and, 3) various optional contract services. The City anticipates selecting and contracting with multiple firms for these services with the intent that plan check and inspection work may be provided concurrently by any or all of the selected firms, at the City’s discretion, with plan check typically assigned on a rotational basis. All services provided require problem solving methods for unique or challenging plan check, inspection, or code interpretation issues; report writing, policy and procedure recommendations may also be requested. To be considered responsive to this RFP, five (5) copies of the proposal must contain the requisite information outlined below and be received by the Tustin City Clerk no later than **5:00 pm on October 5, 2016**. The proposal shall be submitted in a sealed envelope marked “As-Needed Building Inspection and Plan Check Services Proposal” and either mailed or delivered to:

**City of Tustin
c/o: Office of the City Clerk
300 Centennial Way
Tustin, California 92780
Attn: Dana L. Ogdon, AICP, Assistant Director – Building**

Postmarks will not be accepted. Interested parties may obtain a copy of the RFP through the City of Tustin website (http://www.tustinca.org/depts/clerk/project_bids_rfps.asp) or by contacting the Community Development Department.

II. ABOUT THE CITY

The City of Tustin contains 11.07 sq. acres and is located in central Orange County. It is less than three miles from John Wayne Airport. Tustin is largely an urbanized area of composed of a mix of single family, multi-family, commercial and industrial buildings. The City of Tustin is also seeing significant new residential, commercial, and industrial development occurring at the former Marine Corps Air Station (MCAS) Tustin, now known as Tustin Legacy. Tustin is a demographically diverse community with a population of approximately 80,000.

The City was incorporated in 1927 as a general law city. The City has a council-manager form of government with an elected City Council and a fulltime appointed City Manager. Building and Safety services are managed by the Building Division of the Community Development Department.

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Tustin's City Hall hours of operation are 7:30 am to 5:30 pm, Monday through Thursday. City Hall is open 8:00 am to 5:00 pm on Fridays.

The Building Division of the Tustin Community Development Department provides comprehensive Plan Checking and Building Inspection services for building improvements proposed by private or public applicants/owners that includes, but is not limited to the following:

Plan Check Assistance: The City may select more than one firm to perform the requested services with plan check submittals assigned to the consultant from the approved list in a rotational manner. The Consultant shall review plans, calculations, reports and specifications for compliance with the most recently enacted rules and regulations as adopted by the Federal, State and local legislative bodies. The selected consultant shall provide transportation from his/her place of business to the City for pick-up (within 24 hours of notification by the City) and delivery of plans for the first check and all rechecks unless the City approves an alternative delivery method. The standard turn-around time for assigned plan reviews shall be 10 (ten) working days for the initial review and 5 (five) working days for rechecks unless otherwise directed by the City (not including designated/approved holidays when City Hall is closed). This turnaround time should be measured from the time a plan is received and sent back with complete comments. When authorized by the City and agreed to by the consultant, developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed upon hourly rate. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Contractor shall agree to attend meetings at City Hall or a particular job site when needed to resolve plan check matters or questions, but is encouraged to work directly by telephone or email with the project's applicant, engineer/architect or City of Tustin staff when reviewing submitted plans or subsequent corrections. Review shall be performed by a professional that is registered/licensed in the State of California to perform work within their respective field of competency. Two copies of the plan check correction list shall be provided to the City for each project reviewed. All plan check services shall be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.

Inspections: Consultant upon request of the City shall provide ICC or Other Certified and experienced contractors to conduct inspections of all phases of construction for compliance with approved plans and all applicable codes and City Ordinances including but not limited to those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, as well as energy conservation, handicapped access, grading and site work. Contract inspection services could also include enforcement of compliance with conditions of approval, and the requirements set forth on the plans for which the permit was issued. At the request of the City, and upon the availability of the consultant, building inspection may be performed after hours at a rate not to exceed 1 ½ times the agreed upon hourly

rate. In addition, building inspectors are required to perform after-hours stand-by emergency response in the event of fires, accidents, etc. Currently, contract inspectors participate in this role on a rotational basis with City staff members and are compensated at a rate of two (2) hours of overtime compensation (time and one-half) for any call (fifteen (15) or more minutes beyond the end of their shift) which requires them to return to duty. Call Back Pay begins when an employee returns to work and does not include travel time. Standby Duty shall be compensated at the rate of one (1) hour of straight-time compensation for each eight (8) hours of such duty. Such compensation on Holidays (including the holiday closure) shall be at the rate of two (2) hours of straight-time compensation for each eight (8) hours of Standby Duty. Call Back or Stand-by pay does not apply to regular or pre-scheduled work.

Optional Contract Services: Periodically, the Community Development Department may meet unexpected or temporary, project or Department-specific requirements through contract services provided by the proponent firm in the following areas on an hourly-rate basis.

Plans Examiner
Senior Plans Examiner
Plan Check Engineer
Building Inspector
Senior Building Inspector
Grading Inspector
Fire Inspector
Permit Counter Technician
Certified Accessibility Specialist
Building Official
Deputy Building Official
Code Enforcement Officer
Assistant Planner
Associate Planner
Senior Planner
Office Assistant
Others as Requested

The proponent shall identify hourly rate ranges for each of the above responsibilities that could be relied upon during the contract period should the need arise to utilize such services.

The City will provide the selected consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in City files that may

be relevant to the contracted work. Research of and familiarity with this material shall be the responsibility of the consultant.

III. BILLING RATE

Plan Check fees should be identified by the proponent as a percentage of the plan check fee received for the project by the City as identified in the City of Tustin's adopted Comprehensive Fee Schedule (2008). The fee shall include wages, fringe and general and administrative overhead costs, as well as supplies, tools and equipment required to perform the service that shall cover the cost of up to three plan checks (first submittal and two rechecks). Any recheck submitted after two rechecks shall be billed at the hourly rate identified by the proponent as agreed upon between the City and consultant and set forth for plan check contract services as stated in the final, executed contract. Consultant billing for services provided shall be documented in any invoice submitted to the City and is subject to documentation when requested by the City.

It is the City's intent that multiple contracts will be executed between the City and multiple, qualified proponents but that all contracts will identify a common fee schedule that shall be set and agreed upon by all contracted firms and the City. A contract will not be executed with selected proponents agreement cannot be reached on a final, common fee schedule.

IV. PROPOSAL FORMAT

The proposal shall describe the methods and procedures that the Consultant proposes to employ to meet the expectations of the City. The selected firm or its principal in charge must have demonstrated relevant experience in providing the services described under the proposed scope of services. Substantiation must be provided regarding the nature of services proposed to be provided to the City. The submittal shall clearly state the number and type of services to be performed. It is requested that at minimum, the following shall be submitted as part of any proposal:

1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the proponent.
2. All proposals are to be submitted in a sealed package, clearly marked with the firm's name, address and phone number, and the words "RFP-Building Plan Check and inspection Services". Only one submittal per firm will be considered.
3. The proponent shall submit the following information with the package, including the same information on subcontractors, in the following format:
 - a. Cover Letter. In no more than two (2) pages, the proponent should provide its name, address and phone number, the primary contact name and phone number, any qualifying statements or comments regarding the submittal and identification of any sub-consultants and their responsibilities. The signed letter should also include a paragraph stating that the proponent is aware or unaware of any conflict of interest in performing the proposed work, with conflicts of interest being clearly defined.

- b. Qualifications. The proposal should include a description of the qualifications of the proponent's assigned staff and sub-contractors, relevant experience, and the availability of the staff for the services provided. Resumes must be provided for the project manager and any other key staff members as necessary. For firms with multiple offices, the office location of all key staff must be identified. After selection of a proposal by the City, no substitution of key staff or sub-contractors may occur without the written approval of the City. A list of related projects should be included with the name of the agency contact person and telephone number for which the firm has recently or currently provides services as outlined under the scope of work.
- c. Fees. Proponents must submit a proposal that includes a schedule of time and materials/reimbursable rates including relevant hourly rates for all levels of staff to be utilized, including sub-contractors if any. Proponents may also provide alternative rate or fee proposals such as retainers and per case specific fees or ranges. Examples of fee structures for similar client work would be helpful.
- d. Acceptance of Conditions. The proposal shall contain a statement offering the proponent's acceptance of all conditions listed in the RFP document. Any exceptions or suggested changes to the RFP, or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the proponent's behalf must be stated in the submittal. Unless specifically noted by the proponent, the City will assume that the proposal is in compliance with all aspects of the RFP.

V. GENERAL CONDITIONS

1. The term of the Consultant contract will be for three (3) years, beginning on the effective date of the agreement. The agreement may be extended up to two additional one (1) year periods by mutual agreement of the parties subject to Community Development Department Director approval. Rates for services agreed to and established in the contract shall not be amended without the express consent of the Community Development Department Director.
2. The City of Tustin shall not be liable for any pre-contractual expenses incurred by any proponent in response to this RFP, nor shall any proponent include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred in preparing a proposal and negotiating any terms with the City.
3. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the proponent(s) that is/are best qualified and responsive in the opinion of the City.
4. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditions or alternatives, are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the

right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this Request for Proposals.

5. Consultant must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly. The City will require the selected firm(s) to continuously maintain in full force and effect during the term of the Agreement a policy of professional liability insurance coverage with limits and requirements specified in the City's standard contract (Attachment A).
6. Consultant will be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions. No discrimination shall be made in the employment of persons because of the race, color, or religion of such persons and every bidder in violation of this section is subject to all penalties imposed for a violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.
7. Consultant is required to have in full force and effect all licenses, certifications and permits required by all applicable laws.
8. Consultant shall obtain and continuously hold a City of Tustin Business License during the term of the contract.
9. Consultant shall at all times provide services with the utmost respect to the public.
10. All employees of Consultant shall wear clean clothing in the performance of their duties and equipment shall be cleaned and maintained in a safe operating manner. All equipment shall be subject to inspection by the City at any time. All Consultant personnel shall wear appropriate safety gear at all times while working in the City. Consultant shall provide satisfactory warning devices that meet the requirements of the California Occupational Safety and Health Act (Cal-OSHA) for protection of workers when and where required at all times in the performance of this contract.
11. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the federal and state governments, the County of Orange, the City of Tustin and all governing bodies having jurisdiction applying to work done under the agreement.
12. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for such services will be negotiated with the Consultant.
13. Consultant shall not sublet any portion of the agreement with the City without the express written permission of the Community Development Director or designated representative.
14. The City reserves the right to review and approve the qualifications of subcontracting firms or persons. Substitutions that are not approved are considered sufficient grounds for termination of contract.
15. The City, or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records or other records relating to personnel employed by the Consultant. Such material, including all pertinent cost accounting, financial records and proprietary data, will be kept and maintained by the Consultant for a period of at least four

years after completion of a Consultant's performance unless the City's written permission is given to dispose of same prior to that time.

16. All responses to this RFP shall become the property of the City of Tustin and will be retained or disposed of accordingly.
17. No amendments, additions, or alternates shall be accepted after the submission deadline. However, the City may choose to clarify with the proponent submitted responses as needed.
18. All documents, records, designs, and specifications developed during the contract period by the Consultant in the course of providing the contracted services to shall be the property of the City. Anything considered to be proprietary should be so designated by the proponent.
19. Acceptance by the City of any qualification submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
20. The City reserves the right to issue written notice to all interested parties of any change in the qualification submission schedule should the City determine, in its sole discretion, that such changes are necessary.

VI. PROPOSAL INFORMATION

The City recognizes there may be questions or items requiring discussion prior to the Consultant submittal of a response to this RFP. If questions arise, please contact Dana L. Ogdon, AICP, Assistant Director of Community Development, at 714-573-3109. The City's objective is to ensure an appropriate exchange of information prior to Proposal preparation to minimize wasted effort and unnecessary follow-up by City personnel during the evaluation or contracting process.

VI. WITHDRAWAL OF PROPOSAL

A proposal submitted in advance of the submission deadline may be withdrawn by a written request signed by the proponent. Such request must be delivered to the City Clerk prior to the submission deadline date. The withdrawal of a proposal will not prejudice the right of the proponent to submit a new proposal, providing there is time to do so.

VII. CONTACT PERSON AND CLARIFICATION OF THE RFP

After review of the RFP submittals, the City, in its sole discretion, may invite one or more proponents for interviews, or may choose not to proceed with the interview. There is no guarantee that the City will decide to move forward with any proposal based on the RFP submittals. The City reserves the right to reject any or all proposals. The Consultant waives all rights to seek legal remedies regarding any aspect of the RFP and the City's selection process, upon the submittal of a response to the RFP.

The City reserves the right, at its discretion, to pursue any or all of the following actions related to this RFP:

- Request additional information and/or clarification of the proposal.

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- Negotiate an agreement solely on the basis of the original proposal.
- Negotiate an agreement on the basis of additional information supplied.
- Issue subsequent RFP's based on refinement of concepts proposed in response to this RFP.

The Proponent shall identify the firm's responsible point of contact for purposes of communication, clarification, and contract execution.

VIII. EVALUATION AND SELECTION PROCESS:

Selection will follow these steps:

- a. Proposal Review: Each proposal will be reviewed to determine if it meets the RFP requirements. Failure to meet the requirements of the RFP will be cause for rejection.
- b. Interview: One or more of the most qualified proponents may be interviewed by an oral board.
- c. Contract Approval and Execution: The agreement may be presented to the City Council for approval and execution by the Community Development Department Director.

IX. TIMELINE

The following timeline applies to this RFP, however, the City may change the estimated dates and process as deemed necessary:

- RFP due date October 5, 2016 (by 5 p.m.)
- Evaluation of Responses November 2016
- Recommendation to City Council December 2016

X. SUBMITTAL REQUIREMENTS

Please submit five (5) hard copies and one (1) digital copy of the proposal no later than 5:00 p.m. on October 5, 2016 to:

City of Tustin
c/o: Office of the City Clerk
300 Centennial Way
Tustin, California 92780
Attn: Dana L. Ogdon, AICP, Assistant Director - Building

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