

REQUEST FOR PROPOSALS



RFP 23-03

**CONSULTANT SERVICES FOR BUILDING SERVICES
IN THE CITY OF LA MESA**

June 9, 2022

**City of La Mesa
City Manager's Office
8130 Allison Avenue
La Mesa, CA 91942**

SECTION 1

REQUEST FOR PROPOSALS

A. INVITATION

The City is soliciting qualification proposals from professional firms experienced and qualified to perform building and safety services (“Building Services”) in the City of La Mesa. This Request for Proposals (RFP) describes the project, the scope of required services, the proposal submittal requirements, and the selection process.

This request is for consultant services for the performance of Building Services in the City of La Mesa. The chosen firm will be required to enter into a professional service agreement with the City that includes the scope of service in this RFP. The agreement would be for a term of one (1) year, with the option of up to four (4) one-year extensions at the option of the City. The Community Development Department will facilitate the agreement over the term of the contract.

Interested and qualified firms who have demonstrated the ability at providing comparable services are invited to submit proposals. Qualified firms are invited to submit an online proposal to the City no later than **5:00 p.m. on Wednesday, July 20, 2022.**

B. BACKGROUND OF THE CITY OF LA MESA

The City of La Mesa was incorporated in 1912. The City is nine square miles in size and its approximate population is 59,966. La Mesa is a full-service City, employing approximately 270 full-time employees. The City includes fifteen parks, a community center, a police station, and award-winning K-12 schools. La Mesa has a healthy business environment with a regional mall, Grossmont Center, containing a wide variety of shopping, entertainment, and restaurants. The City also has the only major hospital in eastern San Diego County, Sharp-Grossmont hospital. La Mesa is a General Law City with a Council-Manager form of government. The City Council is responsible for determining policy while the City Manager ensures that such policy is implemented. In addition to the City Manager’s Office, the City has six operating departments: Finance, Community Development, Community Services, Police, Fire, and Public Works/Engineering.

C. PROJECT OVERVIEW

The City of La Mesa (“City”) is seeking qualified consulting professionals (Consultant) to perform Building Services, including administration, permit issuance, plan check, inspections, public counter services, and as-needed support for Code Compliance related to Building Code issues. The City seeks a highly-motivated Consultant with a

customer-service focus that will work in partnership with residents, businesses, and across City departments. Furthermore, the City seeks a Consultant that will support staff's effort to reduce the amount of time required to review plans, provide comments to applicants, and issue permits.

SECTION 2

SCOPE OF WORK

A. SCOPE OF REQUIRED SERVICES

The chosen firm (“Consultant”) is required to meet the following requirements as outlined in this Scope of Work. Proposals shall demonstrate Consultant’s experience and ability to perform Building Services, including administration, permit issuance, plan check, inspections, public counter services, and as-needed support for Code Compliance. The chosen Consultant must have the knowledge, expertise, staff, and availability to perform all the work as specified within this RFP.

The following Scope of Work represents the services and responsibilities the successful Consultant will be expected to provide and perform. The City is committed to selecting an excellent firm that will produce a high-quality work product and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

The City may utilize the Consultant for all Building Services, or may engage the Consultant for a portion of the Building Services. Responses to this RFP are expected to include proposals as follows:

1. Full-service Building Services as listed herein, including but not limited to administration, permit issuance, plan check, inspections, and public counter services;
2. Full-service Building Services as listed herein, including but not limited to administration, permit issuance, limited plan check, inspections, and public counter services, with City staff participating in public counter, building plan check and inspection services. City staff would consist of one permit technician and two inspectors;
3. Building plan check and inspection services only;
4. Building plan check service only; and
5. Building inspection services only

GENERAL SERVICES

- Managing/coordinating review of plans (for permits to be issued by the Building Division) by other Departments/Divisions, including routing of plans for plan checking (as appropriate, on a case-by-case basis), transmitting comments to permit applicants, and maintaining records of plan check comments;
- Plan checking services for erosion control, building (architectural and structural), electrical, mechanical and plumbing work;
- Permit issuance for building, electrical, mechanical and plumbing work;
- Inspection services for erosion control, building, electrical, mechanical and

plumbing work, including all work requiring a permit issued by the Building Division, as well as walls/fences, signs, parking lot striping, and other improvements shown on approved plans. Inspectors will be required to verify consistency between approved plans and as-built projects as a standard practice with all inspections, and to report any significant deviations to the Director or her/his designee prior to final of permits;

- Resolution of complex Building Code issues including recommendations of code refinements;
- Assistance to the public at the counter within City Hall and via phone and e-mail regarding City processes and code/permit requirements. Intake of plans for review;
- Review of conceptual plans for development proposals and preparation of plan review memoranda identifying significant code compliance deficiencies that may impact the project design and/or feasibility;
- Coordination/cooperation with, and Consultant to, Planning, Code Enforcement, Public Works and other City staff regarding building, plumbing, mechanical, electrical codes, permitting requirements, permit/project/inspection status, and other related matters;
- Coordination with Planning, Code Enforcement, Public Works and other City staff on all requirements for permit issuance including compliance with conditions of approval;
- Required use of the City's permitting software to track all building and safety services based on City-established plan submittal and review, permit issuance, inspection, and record management processes;
- Provide assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms; and
- Provide building inspectors with City-approved mobile devices and mobile data plans compatible to the City's permitting and land management system.

BUILDING PLAN CHECK SERVICES

- Perform architectural, structural, plumbing, mechanical, electrical, and fire code plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices;
- Type of proposed plan check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Leadership in Energy and Environmental Design (LEED), onsite wastewater treatment systems (OWTS) and public nuisance abatement; Fire Code and Floodplain (FEMA) related plan check and inspections services;
- Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements;
- Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical,

Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations;

- Review and approve building/structural revisions to plans required during construction;
- Calculate building permit and plan check fees, and review permit issuance;
- Provide problem solving methods for unique or challenging plan check or code interpretation issues;
- Interface with applicants and City staff;
- Provide trained staff familiar with sustainable building and Green Building concepts such as those supported by LEED, California Association of Building Energy Consultants (CABEC), Residential Energy Services Network (RESnet), U.S. Green Building Council (USGBC), and National Pollution Discharge and Elimination System Permit (NPDES);
- Review and provide plan check comments digitally using City utilized software as primary means of communicating corrections to applicants;
- Use of City-utilized software for permit tracking, plan check routing, and inspections. The City will provide user logins;
- Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to Community Development, Public Works, Heartland Fire Department, and the San Diego County Department of Environmental Health; and
- Provide expedited plan check for certain projects types, such as Accessory Dwelling Units, and when requested by the City.

BUILDING INSPECTION SERVICES

- Provide ICC-certified (preferred) Building Inspectors fully trained/certified/qualified for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, floodplain (FIRM/FEMA) design standards, and NPDES requirements;
- Provide building inspection services for both residential and non-residential projects five (5) days a week (City-designated holidays excluded);
- Ability to serve as a resource and provide information on City regulations to property owners, residents, businesses, the general public and other City departments;
- Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances;
- Inspect for compliance with applicable conditions of approval set forth by the City's Community Development Department, Design Review Board, Planning Commission, and/or City Council, and communicate with City staff as appropriate;
- Coordinate with various City and County agencies and departments, including but not limited to Community Development, Public Works, Heartland Fire Department, San Diego County Department of Environmental Health, and other governmental agencies providing services, and/or having jurisdiction over any

aspect of a development project in order to obtain compliance with the above building and safety codes and regulations;

- During inspections, issue work correction notices; it is expected, that in the event an inspection finds violations in code requirements and/or permit conditions of approval, the Inspector immediately contact the City's Code Compliance Officer and document accordingly in City-utilized permitting software;
- Provide all vehicles, fuel, maintenance, cell phones and iPads (or substantially similar tablet), and other equipment necessary for field personnel to carry out building permit inspections and duties;
- Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents; and
- Input daily inspection information into the City's permitting software system. The City will provide user logins.

BUILDING COUNTER OPERATIONS

- Ability to provide public counter service at the La Mesa City Hall during all hours that City Hall is open, Monday through Friday with alternate dark Fridays (excluding City-designated holidays);
- Answering technical questions of the public and City staff, and providing helpful information on permit processing, fees, plan check, inspections, and general Code inquiries. Counter service staff are expected to provide prompt and timely responses to the public;
- Receive, process, and issue building permits, plan checks, and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into City's permitting software system including fees;
- Ability to accept building permit applications and materials digitally using the City's permitting software system;
- Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits;
- Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, reporting on SMIP allocations, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process;
- Identify and collect all required fees for building permit applications and other Building Services. Input information into the City's permitting software system. Facilitate the collection of fees from other department and/or agencies that are due (as applicable) and payable prior to or concurrent with the issuance of a building permit. Establish, maintain and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and

ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures;

- Collect construction and demolition deposit prior to building permit issuance and ensure construction and demolition recycling requirements are met prior to final inspection;
- The City will provide shared office space and limited equipment such as a desk, office supplies, desktop computer and telephone to be used when performing contractual services onsite at the City. Space is also available at the City Hall public counter for daily Counter Service use. Any equipment outside of what is explicitly provided will be the responsibility of the selected firm unless otherwise agreed upon by the City to provide;
- All approval stamps, applications, forms and other documents used in providing Building Contractual services provided by the Consultant for the City shall include identification indicating that the approval stamps, applications, and documents are from the City. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City; (Costs for the provision of these processing tools and supplies shall be the responsibility of the City); and
- Respond to Public Records Requests within timelines established by the Public Records Act.

SOFTWARE IMPLEMENTATION

- The City is undertaking a process review to identify opportunities to streamline review and approval processes. The selected Consultant may be asked to participate in this process or implement new directives resulting from this process.

PROCESS IMPROVEMENT REVIEW

- Provide assistance with the configuration, implementation, and on-going support of the City's permitting software system, including online electronic permitting and plan check; and
- Provide ongoing training available for consulting staff and City staff for full compliance with current building code standards, online software updates, and related issues.

PERMITTING SOFTWARE SYSTEM AND ELECTRONIC PLAN REVIEW:

The City currently uses MaintStar, a cloud-based permitting software program with an online customer portal and embedded electronic plan review. Maintstar provides functionality for multiple City departments and divisions, including the Building Division, for tracking and managing project reviews, plan check submittal, permit issuance, inspection activity, and electronic plan review. Customers can make online project submittals and manager their projects through the customer portal.

The Building Consultant will be required to use Maintstar to track all building and safety services based upon City-established plan submittal and review, permit issuance, inspection, and record management processes. The Consultant shall also assist City staff/consultant, as requested, with Maintstar permit, inspection, and fee configuration to support Building Division operations.

Consultant will be required to use MaintStar electronic plan checking services and shall assist with the ongoing development of policies and procedures for electronic plan checking. Plan checkers assigned to the City shall be proficient in the use of MaintStar electronic plan review software as necessary to accommodate the public demand for electronic plan checking in accordance with maximum service delivery timeframes stated herein.

MOBILE DEVICES

The Consultant will be required to furnish its Building Inspectors with City-approved mobile devices with mobile data plans compatible with the City's permitting and land management system, and to pay the annual software licensing and support fees for the mobile portion of the software. The Consultant will also be responsible for the ongoing maintenance and replacement of the mobile devices if damaged or at "end-of-life." The Consultant's mobile device "end-of-life" shall be aligned to the City's IT equipment and device replacement standards, which most of the City's end-user IT equipment is placed and refreshed every 3-4 years after purchase.

HILLSIDE DEVELOPMENT REVIEW AND INSPECTION

Due to the location of new residential construction in the City's hillside areas, the City anticipates plan check, permitting, and inspection activity relating to hillside grading, mechanically-stabilized earth (MSE) retaining walls, other soil retaining systems, and drainage. Responsibilities include grading plan check, permitting, and inspections for grading and drainage as well as reviewing soils reports, foundations, and retaining walls.

The Building consultant is required to have access to licensed professionals, well-versed in the field of geotechnical issues, to provide plan checking of retaining walls and review of geotechnical reports, as well as any special inspections that may be needed. It is expected that these professionals will coordinate with Public Works Department staff on an as-needed basis with regard to geotechnical matters.

STAFF SUPPORT POSITIONS

The City has identified support positions that are instrumental to ensure that a responsive and consistent level of professional service is provided to the public and development community. The personnel serving in the positions are required to work in La Mesa City Hall during the hours that City Hall is open to the public, provided however that inspection staff will primarily work in the field. La Mesa City Hall is open Monday

through Friday from 7:30 a.m. to 5:30 p.m. The City is closed on alternative Fridays and certain holidays. The positions are also required to be available to respond to emergency situations for structural assessments that may be required at times when City Hall is closed for business. Typical positions that will support the City in these functions include the following:

Building Official with Plan Check Capabilities

The position is responsible for performing Chief Building Official Services. The Building Official is responsible for overseeing building plan check, inspection, code compliance and permitting, and acts as an official City representative on building-related matters. Once selected, the Consultant shall not change the designated Building Official without proper advance notice and discussion with Director of Community Development's concurrence.

Duties shall include:

- Serve as the City's Building Official enforcing building code, construction and construction site stormwater management codes to ensure public and environmental safety and health;
- Provide a high-level of customer resolve, excellent communication, and responsiveness to all applicants.
- Be available for 24-hour, emergency on-call services as needed;
- Manage, coordinate, and oversee the building permit and plan check, building inspection, staffing, and building counter services so that they function as a cohesive service for the City and public;
- Establish and implement building procedures to ensure a high level of customer satisfaction;
- Plan check complex building plans;
- Make determination on the approval and use of alternative materials and methods of construction;
- Provide over-the-counter plan check for minor residential remodels and commercial tenant improvements;
- Oversee and manage required construction site stormwater quality inspection, reporting and records maintenance;
- Issue Certificates of Use and Occupancy for buildings and structures;
- Resolve interpretation issues for compliance with adopted codes;
- Be available to answer questions, inspect properties (as back up), attend applicable meetings and provide expertise on items and projects requiring a high level of building and safety expertise;
- Provide information and assistance to homeowners, businesses and the development community;
- Meet with homeowners, business owners, developers, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances;

- Manage staffing levels and staff to ensure that all established timeframes are met and ensure quality control review of plan checks and inspections;
- Interface with other City departments/divisions in coordinating plan approval and building/stormwater code related issues;
- Assist in the preliminary review of project development applications for general feasibility of construction as designed to aid in Planning staff's discretionary review prior to a determination subject to the City's regulatory documents, including the DRO, Floodplain, and LCP, including comment and provision of "conditions of approval" for concept plans as part of the City's discretionary process;
- Assist in the maintenance, amendment, and development of ordinances and regulations necessary to the implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens;
- Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators;
- Assist in City efforts to modify/update fees and charges associated with Building Services, including tracking of staff hours and charges to provide Building Services to City;
- Ensure use of the City's permitting software by subordinates to track all building and safety services based on City established plan submittal and review, permit issuance, inspection, and record management processes;
- May be required to attend one or more City Council and/or Planning Commission meetings annually, on an as-needed basis, to address Building related matters.
- Preparation of quarterly SMIP (California Strong Motion Instrumentation Program) and other Building Fee reports as needed;
- Preparation of quarterly progress reports outlining number of permits processed, total valuation or processed permits, and total fees collected;
- Preparation of annual reports detailing the number of dwelling units permitted/constructed each calendar year, both net new and replacement; and
- Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date.

Qualifications:

- Five or more years increasingly responsible plans examination, building inspections and structural engineering experience, including two or more years in a supervisory or lead role;
- Equivalent to a Bachelor's degree from an accredited college or university, with major course work in engineering, public administration or related field;
- Possession of valid International Code Council (ICC) certification as a Certified Building Official and ICC certification as a Plans Examiner;
- Minimum of eight (8) years of public building department experience; and iv. ICC certified inspector and/or plan checker.

- Experience with infill development and density bonus projects highly desirable;
- Experience with use and configuration of permit tracking software;
- Certification as a Qualified SWPPP practitioner or Qualified SWPPP Developer is highly desirable;
- Registered Civil Engineer highly desirable;
- Certification as a California Access Specialist (CASP) highly desirable;
- Excellent oral and written communication skills; and
- Solution-oriented customer service experience with a wide range of customers, including developers, contractors, homeowners, business owners and City staff.

Combination Building Inspector

Duties shall include:

- Provide building inspection services and building/construction site inspection during the course of construction to verify and enforce compliance with approved plans, conditions of approval as set forth on the plans corresponding to the issued permit, and applicable provisions of the City's ordinances and Codes, including code compliance with stormwater management requirements for construction sites; and
- Resolve Code interpretation issues in the field.

Qualifications:

- Three or more years of experience as a Combination Building Inspector;
- Certification as a Qualified SWPPP practitioner or Qualified SWPPP Developer with underlying certification is highly desirable;
- ICC Certification as a Combination Building Inspector; and
- Solution-oriented customer service experience with a wide range of customers including developers, contractors, homeowners, business owners and City staff.

Senior Permit Technician

Duties shall include:

- Provide assistance at the building counter;
- Accept plans;
- Issue permits;
- Provide information to general public;
- Calculate charges and fees;
- Prepare statistical reports;
- Coordinate with Heartland Fire review process and personnel;
- Maintain records and prepare documents for storage and/or imaging; and
- Maintain National Pollutant Discharge Elimination System (NPDES) records for new construction.

Qualifications:

- Two or more years of experience performing required technical building and safety support functions;
- ICC Certification as a Permit Technician highly desirable;
- Experience with the use of permit tracking software; and
- Solution-oriented customer service experience with a wide range of customers, including contractors, homeowners, business owners and City staff.

Certified Access Specialist (CASp):

Duties shall include:

- Perform access compliance design review of various phases of construction documents for conformance with access compliance codes, standards, regulations, and client requirements unique to project type;
- Perform access compliance field inspections of multiple construction projects;
- Prepare and issue access compliance field inspection reports;
- Perform access compliance review of construction phase submittal documents such as Construction Bulletins, Requests for Information, and Project Submittal documents;
- Provide technical ADA and CBC access compliance support for new construction, addition, alteration, and repair projects; and
- Support and participate in the development and execution of access compliance program objectives and standards.

Qualifications:

- Three or more years of experience as a CASp Specialist; and
- Certification by the State of California to have specialized knowledge of the applicability of State and Federal construction-related accessibility standards.

ICC Certified Plans Examiner

Duties shall include:

- Review plans prepared by or on behalf of applicants for compliance with building ordinances of the City and State disabled-access and energy regulations;
- Coordination with other City departments/divisions in order that the requirements of those departments can be incorporated within such building plans;
- Coordinate reviews by other appropriate agencies having jurisdiction in such matters related to the enforcement of Fire, Sanitation and Health Codes;
- When satisfied that all building-related conditions of approval and the appropriate requirements of the City's Building Codes have been met, and upon approval as

necessary of other City departments, Consultant shall issue permits as appropriately set forth in such codes.

Qualifications:

- Registered Civil Engineer highly desirable;
- Three or more years of experience as a Plans Examiner;
- ICC Certification as a Plans Examiner;
- Certification as a California Access Specialist (CASP) desirable;
- Experience with the use of permitting software; and
- Solution-oriented customer service experience with a wide range of customers including architects, engineers, developers, contractors, homeowners, business owners and City staff.

Senior Plans Examiner

Duties shall include:

- Review plans prepared by or on behalf of applicants for compliance with building ordinances of the City and State disabled-access and energy regulations;
- Coordination with other City departments/divisions in order that the requirements of those departments can be incorporated within such building plans;
- Coordinate reviews by other appropriate agencies having jurisdiction in such matters related to the enforcement of Fire, Sanitation and Health Codes; and
- When satisfied that all building-related conditions of approval and the appropriate requirements of the City's Building Codes have been met, and upon approval as necessary of other City departments, Consultant shall issue permits as appropriately set forth in such codes.

Qualifications:

- Registered Civil Engineer highly desirable;
- Three or more years of experience as a Plans Examiner;
- Experience with the use of permitting software; and
- Solution-oriented customer service experience with a wide range of customers including architects, engineers, developers, contractors, homeowners, business owners and City staff.

Mechanical, Electrical, and Plumbing (MEP) Engineer

Duties shall include:

- Plan check proposed mechanical, electrical, heating, ventilation, air conditioning, and plumbing designs for compliance with applicable building code standards.
- Coordination with other City departments/divisions in order that the requirements of those departments can be incorporated within such building plans;

- Experience with the use of permitting software; and
- Solution-oriented customer service experience with a wide range of customers including architects, engineers, developers, contractors, homeowners, business owners and City staff.

Qualifications:

- Two years of more of experience as an MPE Engineer;
- Bachelor's Degree in Mechanical or Electrical Engineering or a closely related field; and
- Valid Certificate of Registration as a Professional Engineer issued by the California State Board of Registration of Civil and Professional Engineers in either Mechanical, Electrical or Plumbing specialties.

Structural Engineer

Duties shall include:

- Review complex plans for new construction, alterations, and repairs to ensure compliance with City adopted building codes and other standards;
- Provide technical advice and assistance to architects, engineers, and contractors on code compliance problems and to field inspectors in the interpretation of construction plans and assists in the resolution of difficult building code interpretation problems;
- Coordination with other City departments/divisions in order that the requirements of those departments can be incorporated within such building plans;
- Experience with the use of permitting software; and
- Solution-oriented customer service experience with a wide range of customers including architects, engineers, developers, contractors, homeowners, business owners and City staff.

Qualifications:

- Two years or more of experience as a Structural Engineer; and
- Bachelor's Degree in Civil Engineering or a closely related field.

Stormwater Compliance Inspector

Duties shall include:

- Oversees maintenance of NPDES site inventory and annual reporting;
- Responsible to ensure the regular inspection and monitoring of construction sites City- wide for compliance with Stormwater Pollution Prevention Plan (SWPPP) requirements and BMP compliance verification;
- Provides quarterly training to building inspectors assigned to the City; and
- Serves as liaison to City staff;

Qualifications:

- Possess and maintain a certification for Qualified SWPPP practitioner or Qualified SWPPP Developer.

Miscellaneous

The Consultant shall be responsible to furnish all field personnel assigned to the City of La Mesa with uniform shirts and jackets that identify each individual as an employee of the selected consulting firm working under contract to the City of La Mesa.

MAXIMUM SERVICE DELIVERY TIMEFRAMES

The Consultant shall be responsible for managing its personnel levels based on the level of development activity within the City, as necessary to ensure that the following timeframes are met or exceeded at all times:

Service	Timeframe for delivery
Major plan checks:	2 weeks (10 working days)
Subsequent plan checks:	1 week (5 working days)
Minor plan checks and single-story homeowner additions:	3 working days if submitted into plan check or over the counter
Building inspection:	The following working day if request is received before 4:30 PM on the prior working day
Required monthly, quarterly, and annual Building Fee and activity reporting (SMIP, HUD reporting, etc.)	As required by state and/or federal regulation
Water Quality Inspections:	As required by NPDES Permit
Water Quality Annual Reporting:	As required by NPDES Permit
Maintenance of NPDES Site Inventory:	As required by NPDES Permit
Permit assistance at the public counter:	Average within 10 minutes of customer arrival
Return of telephone calls and e-mails:	Within one business day
Monthly statistical accounting and preparation of plans for imaging:	Completed at the end of each month

PROPOSED FEE STRUCTURE

The preferred approach to the fee structure of the contract is a percentage of the fees collected.

ADDITIONAL INFORMATION

Building Fees:

The City of La Mesa adopted revised Building and Safety fees effective July 1, 2022. Fees for first plan check of each unit type are calculated at the full rate. The City's most recently adopted Fee Schedule is posted here: <https://www.cityoflamesa.us/88/Fee-Schedule>

Building Codes:

The La Mesa City Council adopted the 2019 California Building Standard Codes with local amendments, which took effect January 1, 2020. The California Building Standards Commission updates the Codes approximately every three years. The Consultant will assist in future adoptions of updated Codes and local code amendments and provide any necessary coordination with related agencies, such as the Heartland Fire, the Building Industry Association, and any Building Officials group(s) which provide input on Code updates.

B. CONTRACT MODIFICATION

From time to time minor modifications may be required to the Scope of Work. Permanent modifications to the Scope of Work will be provided to the Consultant in writing. In the event such modifications, in the opinion of the Consultant, make compliance with contract conditions impractical, Consultant shall submit a written request for modification to the requirements in the Scope of Work. This request shall set forth in detail the reason(s) why the specified changes make the Scope of Work impractical, and include Consultant's proposal or recommendation to relieve the impracticality.

SECTION 3

QUALIFICATIONS AND REQUIREMENTS

A. QUALIFICATION AND GENERAL REQUIREMENTS

1. Evidence of substantial knowledge and experience in providing building and safety services as outlined in the Scope of Work, including administration, permit issuance, plan check, inspections, public counter services, and as-needed support for Code Compliance related to Building Code issues within the State of California.
2. Demonstrated ability and skills providing high level customer service in the delivery of Building Services for public agencies.
3. Consultant must be available and able to work with City staff during the completion of the Scope of Work.
4. Consultant must obtain a business license and be properly licensed to work in the City of La Mesa.
5. Consultant shall disclose in the proposal whether any portions of the project will be subcontracted out. All terms of this contract, including bidding and qualifications, shall apply to subcontractors.

B. LICENSE/SPECIAL INSURANCE/OTHER REQUIREMENTS

All submittals must include evidence of required insurance, as per the limits stated in the attached Sample Draft Agreement – *City of La Mesa Professional Services Agreement*. A certificate of insurance will suffice for the submittal. The selected Consultant will be expected to provide the required insurance and accompanying endorsement(s) naming the “City of La Mesa, its elected officials, officers, officials, employees, agents, and volunteers” as additional insured’s within ten (10) days of executing an agreement with the City.

SECTION 4

SUBMITTAL INSTRUCTIONS

A. ONLINE SUBMISSIONS DUE

Please submit proposals online in the form of electronic documents through PlanetBids. **Only submissions made through the online system will be accepted.**

All proposals are due no later than by **5:00 p.m. on Wednesday, July 20, 2022.** Proposals received after the deadline will not be considered.

B. SUBMITTAL REQUIREMENTS

The proposal must contain the following information in order to be formally considered. Submittals should be organized in a clear and concise manner.

- A. Cover Letter: A cover letter on firm letterhead must provide the name and title of the person(s) who are authorized to answer questions about this RFP and the representative authorized to sign a professional services agreement for your firm. The cover letter should not exceed one (1) page in length and should summarize key elements of the proposal and demonstrate an understanding of the work to be performed and why the firm believes itself to be the best qualified to perform the Scope of Work. The letter must include the telephone, fax number, email address, and physical address of Consultant's office located nearest to La Mesa, California.
- B. Scope of Work: Indicate the skills, ability and/or services which distinguish the firm to make it the best choice for the City to fulfill the Scope of Work. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.
- C. Firm Information and Qualifications: Please provide the following information.
 1. Number of years firm has been in business
 2. Location of principal office that will be responsible for the implementation of an Agreement, and distance from the City of La Mesa
 3. Evidence of required insurance
 4. List company and individual team members experience in providing similar services, including: qualifications, state registrations and/or ICC or other certifications related to the type of plan check work proposed to be provided by that individual. A table similar to the following shall be submitted:

Name	Qualifications	Type of Work to be Performed
(X)	(Professional registrations or Certifications)	(Building structural, building life safety, plumbing, mechanical, electrical, green building)

D. References: Please provide a list of all current clients in Southern California and at least five (5) references:

1. Name of organization
2. Job title
3. Contact information

E. On-Site Work: Identify the firm's ability to report to City Hall when necessary in order to provide the customers of La Mesa with the highest standard of customer service. The ideal firm will perform plan check services at an off-site facility (not provided by the City) and also have the ability to provide administrative and counter service at La Mesa City Hall.

F. Firm Resources: Please explain the firm's technical capabilities for any relevant prerequisite service including but not limited to:

1. Permit software data entry
2. Permit application reviews
3. Architectural review
4. Structural review
5. Mechanical review
6. Plumbing review
7. Electrical review
8. Accessibility review
9. Soils and grading
10. LEED review
11. OWTS review
12. Green building review
13. Public nuisance abatement review
14. Building inspections
15. Public counter services
16. Assistance to City Code Compliance staff
17. Supervision and leadership
18. Preparation of, but not limited to staff reports, code updates, handouts and training materials, and fee updates/analysis

G. Turnaround Time: Please provide information on the maximum proposed turnaround time for each possible type of job assigned, including but not limited to the following:

1. Processing and issuance of permits for minor alterations or additions

2. Processing and issuance of permits for solar or ESS systems
 3. Fire code compliance review
 4. Processing and issuance of permits for single-tenant dwellings
 5. Processing and issuance of permits for multi-tenant dwellings
 6. Processing and issuance of permits for commercial construction under 10,000 square feet
 7. Processing and issuance of permits for commercial construction over 10,000 square feet
- H. Inspections: Please provide a summary of the types of requested inspections provided in the field.
- I. Fees: Firm shall provide a percentage-based rate to Consultant for the requested services contained in the Scope of Work in this RFP. City will not entertain proposals with a percentage to City less than 20%.
- J. Changes to Professional Services Agreement: In order to be considered, the firm must identify any exceptions or proposed changes to the attached professional services agreement within their proposal. A sample agreement is included in this RFP on page 24.

SECTION 5

EVALUATION CRITERIA AND KEY CONSIDERATIONS

A. QUALIFICATION EVALUATION PROCESS

Evaluation of proposals will be based upon the following criteria:

✓ Scope of Work	10%
✓ Firm Information and Qualifications	20%
✓ References	10%
✓ Firm resources	15%
✓ On-Site Work	5%
✓ Turnaround Time	10%
✓ Inspections	15%
✓ Fees	15%

B. SCHEDULE FOR THE RFP

RFP distributed	June 9, 2022
Responses to RFP due	July 20, 2022
Review of responses complete	July 29, 2022
Tentative interviews	week of August 1, 2022
Tentative selection of company	August 16, 2022
Tentative agreement date	September 13, 2022

C. QUESTIONS AND ANSWERS

Questions related to this RFP must be submitted through the PlanetBids system and will only be accepted through **5:00 p.m. on Tuesday, July 11, 2022.**

D. REVISIONS TO THE RFP

The City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be communicated via PlanetBids vendor and bid management system to all prospective businesses. The City reserves the right to extend the date by which the submittals are due.

E. DISCRETION AND LIABILITY WAIVER

The City reserves the right to exercise discretion and apply its judgment with respect to any qualifications submitted.

The City reserves the right to reject any or all submittals, either in part or in their entirety, or to request and obtain, from one or more of the businesses submitting, supplementary information as may be necessary for City staff to analyze the qualifications pursuant to the Consultant selection criteria contained herein.

The City may require Consultants to participate in additional rounds of discussions, negotiations, or more refined submittals before the ultimate selection of a Consultant is made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial qualifications.

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.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a submission pursuant to this RFP, or to procure or contract for work. The Consultant shall be responsible for all costs associated with preparation of their submission to the City.

Any and all materials submitted in response to this RFP become the property of the City. Consequently, any and all information contained in such materials shall be subject to disclosure pursuant to the California Public Records Act.

The City reserves the right to cancel or modify in part or in its entirety this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all companies will be notified via PlanetBids.

F. CITY'S STANDARD GENERAL SERVICES AGREEMENT

The successful Consultant is expected to execute the City's standard general services agreement (copy attached) as is, with minor modifications as required to customize the agreement to the specific services. Successful companies shall comply with all insurance and licensing requirements as set forth in the standard agreement.

G. OTHER PUBLIC AGENCIES

Other public agencies may piggyback on this RFP or the executed agreement from this RFP award in order to enter into contracts with the successful Consultant for any and all services specified within.

SAMPLE DRAFT AGREEMENT

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND
// NAME OF FIRM
FOR // NAME OF PROJECT

This Agreement is entered into by City of La Mesa as of this ___ day of _____, 20__, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and // Business Name _____, hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. _____;

WHEREAS, the City has need for professional services to //perform services and is willing to compensate Contractor for such services;

WHEREAS, the City desires to engage Contractor to render certain technical and professional services in the providing of said professional services; and

WHEREAS, Contractor is qualified to provide said professional services for //service.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term from the execution date of the Agreement through month day, year and may be renewed for an additional four one-year terms by mutual written consent of both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this agreement on behalf of the City.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of /names/titles of contractors respectively for the full term of this contract. No substitutions will be made without prior written approval by the City.

The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONTRACTORS

Contractor will utilize the services of the following sub-contractors during the course of this study:

// Name/Business Name or None or n/a

Payment for such services shall be the responsibility of the Contractor. No substitution of proposed sub-contractors shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The //Department Head for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Contractor, or cause to be provided with, the following documents, services and site information, at no charge to the Contractor.

- A. //
- B. //

SECTION 7: PERFORMANCE SCHEDULE

Both Contractor and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Contractor and the City. Accordingly, the Contractor shall complete all of the work outlined in Exhibit "A" and described in this Agreement in accordance with the following schedule:

<u>TASK</u>	<u>TARGET DATE</u>
A. //	//
B. //	//
C. //	//

The Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Contractor's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

Final payment of fees shall be upon delivery of approved final documents. Progress payments shall be made based upon evidence that the work is progressing satisfactorily as determined by the City's Project Manager and substantiated with detailed invoices. The amount to be billed shall be based on the Contractor schedule of fees for professional services and the actual time required for each activity. The schedule of fees and estimated time for the project are as shown in Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

The total fee for professional services shall be billed on a time-and-material basis with a total amount not to exceed // thousand, / hundred // (\$//,///) Dollars as described on page // of Exhibit "A".

SECTION 9: RECORDS

Contractor shall maintain adequate records to permit inspection audit of Contractor's time-and-material charges under this Agreement. Contractor shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Contractor for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 and sub-contractor charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 11: ITEMS TO BE DELIVERED TO CITY

The following items shall be delivered by the Contractor to the City of La Mesa:

<u>QUANTITY</u>	<u>TARGET DATE</u>
A. //	//
B. //	//
C. //	//

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefor will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Contractor for revisions required by reason of omissions or errors by the Contractor in the preparation of the original document, plans, working drawings, or specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Contractor could provide, or cause to be provided, include the following:

- A. Additional work related to the Project but not included in the Scope of Work.
- B. Additional work caused by changes unrelated to the Scope of Work described herein.

Contractor will be compensated for Contractor time and direct personnel expenses as approved by the City. Payment for such additional services shall include Contractor's time at the rates shown on Exhibit "A".

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Contractor's profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii) Contractor shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its sub-Contractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors,

suppliers, invitees, Contractors, sub-Contractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each sub-Contractor to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-Contractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the sub-Contractor.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Contractor and subcontractors under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Contractor shall be allowed to retain copies of documents for his permanent records, if desired.

//The City and the Contractor will agree to keep trade/business information of the //site of service// confidential and will enter into an agreement with //name of site// to protect this confidentiality.

SECTION 17: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 18: INTEGRATION; AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 19: NOTICES

Notices and requests to the City or Contractor shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

City:
Title of Contact
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
(619) 667-////
FAX (619) ///-////

Contractor:
Title of Contact
Name of Firm
Address
City, State Zip
(///) ///-////
FAX (///) ///-////

SECTION 20: DISPUTE RESOLUTION

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-contractors of any tier arising out of or relating to their agreement with the City or the breach thereof (“disputes”) first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

If applicable – As provided in Public Contract Code section 9204, any claim filed by the Contractor on a public works project shall be reviewed by the City with 45 days and a written statement will be provided to the Contractor identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and the Contractor may, by mutual agreement, extend the time period or it may be extended to allow City Council approval. The Contractor shall include reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement.

SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City’s convenience upon not less than fifteen (15) days written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City’s convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by City

and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 22: BUSINESS LICENSE

The Contractor, including all sub-contractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all sub-contractors. Business license applications and information may be obtained from the Finance Department, City Hall, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118 or online at cityoflamesa.us/buslic.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as

the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 27: PERS ELIGIBILITY INDEMNIFICATION

In the event that Contractor's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 28: TIME

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

SECTION 29: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 30: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 31: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of

his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 32: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

SECTION 33: JOB SITE SAFETY

The general or prime Contractor who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime contractor and all sub-contractors of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime contractor's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 34: PREVAILING WAGES FOR PUBLIC WORKS PROJECTS– IF APPLICABLE

- A. No professional Contractor or sub-Contractor subject to the requirements of State of California's prevailing wages may be awarded a contract, or contracted with, for a public works project (submitted on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 35: CONFLICT BETWEEN AGREEMENT AND OTHER DOCUMENTS

In the event of a conflict between this Agreement and any documents incorporated by reference in this Agreement, the terms and conditions of this Agreement shall supersede those contained in any such document incorporated by reference.

SECTION 36: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

Name of Firm //

Date: _____

By: _____
name, title

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

By: _____
City Manager or Department Head

Date: _____

By: _____
Department Head or Project Manager

APPROVED AS TO FORM

CITY ATTORNEY

Attachment: Exhibit A – Scope of Work and Fee Schedule