

REQUEST FOR PROPOSALS
TO PROVIDE
BUILDING AND SAFETY SERVICES
TO THE
CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

IMPORTANT DATES

| | |
|----------------------------------|--------------------------|
| RFP ISSUED | January 24, 2013 |
| REQUEST FOR INFORMATION DEADLINE | February 4, 2013 |
| PROPOSAL DUE DATE | February 14, 2013 |
| INTERVIEWS | February 27, 2013 |
| AWARD DATE | March 19, 2013 |
| START DATE | April 1, 2013 |

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City of El Monte

PUBLIC WORKS DEPARTMENT

11333 Valley Boulevard, El Monte, California 91731
(626) 580-2058 Fax (626) 454-3143

January 24, 2013

BUILDING AND SAFETY SERVICES

Request for Proposals

The City of El Monte ("City") is soliciting proposals from outside firms ("Proposer") for Building and Safety services in accordance with the terms and conditions prescribed in this Request for Proposals (RFP). Respondents are advised to read this information carefully prior to submitting a proposal.

I. INTRODUCTION

Located approximately 12 miles east of downtown Los Angeles, the City is the hub of the San Gabriel Valley and is the ninth largest city in Los Angeles County with a population of approximately 120,000. The City is located within a 10 square mile area and is primarily built-out with a few remaining undeveloped parcels.

The City was incorporated in 1912 as a general law city. The City is governed by a five-member City Council and is administered by a City Manager. The City Manager supervises a full-time staff which provides a full array of municipal services.

II. ABOUT THE DEPARTMENT OF PUBLIC WORKS

The Department of Public Works is comprised of the following divisions: 1) Building and Safety, 2) Engineering, 3) Environmental Services, 4) Maintenance, and 5) Transportation. The primary responsibility of the Building and Safety Division ("Division") is to ensure that all structures are equal to or exceed the most recently adopted editions of the uniform codes (e.g., Building Code, Plumbing Code, Electrical Code, Mechanical Code etc., as adopted under Title 15 El Monte Municipal Code, through the issuance of permits, certificates of occupancy and by providing building plan check and building inspection services. Like other cities, the building activity in the City fluctuates based on market and other economic conditions.

In 2009, the City contracted-out all building and safety related services to JAS Pacific Municipal Engineering and Consulting Services ("JAS"). Currently, JAS has staffed the Division with two (2) full-time permit technicians, two (2) full-time building inspectors, one (1) part time senior inspector/plan check specialist, and (1) part-time Chief Building Official. Proposers may propose staffing configurations that differ from the configuration used by JAS, above, however, it is expected that each proposal will reasonably and

realistically set forth a staffing plan sufficient to handle the typical daily/monthly workloads with built-in contingency planning for unusually high volume months and unusually low volume months.

In the last 24 months, the Building and Safety Department has processed over 4,200 permits. Caseload for Building & Safety is anticipated to increase slightly for FY 2013-2014, but is anticipated to be in the following range:

- Total Permits: 175 per month average;
Valuation: \$54,372 per month average.
- Plan checks: 25 per month average
- Total Inspections: 393 per month average
- Certificates of Occupancy: 2 per month average

In addition to overseeing plan check services and undertaking the receipt, review and processing of applications for building permits and certificates of occupancy, the Chief Building Official and his/her staff will be expected to review and provide comment and recommendations on certain applications forwarded by the Planning Division, namely, Architectural & Site Plan Review (which average 20 to 30 per month) and discretionary land use applications (e.g., certificates of occupancies, variances etc.) (which average 80 to 120 per month).

Moreover, the City has established two programs that are meant to raise the quality of housing and all buildings within the City limits. The first program is the Real Property Report Program, as adopted under Title 17, Chapter 16, Section 040 of the El Monte Municipal Code, which requires a Real Property Report for any person that is selling, transferring, exchanging, or conveying real property within the City. As part of this report, an inspector will include information such as zoning, permitted structures, and all non-complying items. It is anticipated that the City will issue 35 reports per month. The volume of work associated with the Real Property Program is included in the aforementioned total permits and inspections caseload.

The second program is the Foreclosed Property Registration Program. Under the program, a bank/lender/trustee is required to register a property as the foreclosure process is commenced. Property that is sold or transferred will require a Real Property Report as mentioned above. The volume of work associated with the Foreclosed Property Registration Program is included in the aforementioned total permits and inspections caseload.

III. PROPOSAL SCHEDULE

RFP ISSUED
REQUEST FOR INFORMATION DEADLINE
ORAL PRESENTATION/INTERVIEWS

January 24, 2013
February 4, 2013
February 27, 2013

AWARD DATE
START DATE

March 19, 2013
April 1, 2013

IV. GENERAL INFORMATION

The City seeks proposals from outside firms to provide Building and Safety Services. The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP. Services will be performed at El Monte City Hall or at field locations within the City, during normal business hours: Monday through Thursday, 7:30 A.M. to 5:30 P.M., excluding City-observed holidays.

- A. **Period of Performance** – The City desires to award a contract with a term of three (3) years and with the ability to extend the term of the agreement for a maximum of two (2) one-year extension terms in the sole and absolute discretion of the City based on a multiplicity of factors, including but not limited to performance. City also requires that any agreement be structured in a manner so as to permit City to terminate the agreement prior to the expiration of the three-year initial term or any extension term to respond to changing economic conditions, changes in the law and/or judicial interpretations of the law which may impact the City's ability to contract-out such services. .
- B. **Request for Information** – Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Osvaldo Pena, Management Assistant, at opena@elmonteca.gov. The deadline to submit questions will be February 4, 2013.
- C. **Submission Deadline** – Proposals must be received, in a sealed envelope with the words "City of El Monte Building and Safety Services" clearly labeled along with the name and address of the firm, by the Office of the City Clerk by 5:00 pm on February 14, 2013. The submitted packet shall include seven (7) copies of the proposal.
- D. **Late Submittals** – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by via facsimile or electronic mail.
- E. **Withdrawal or Modifications** – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks

to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

F. **Addenda** – In the event that any portion of this RFP is changed, the City will provide addenda via fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.

G. **Responsiveness** – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

H. **Costs** – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

I. **Legal Authorization** – All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

J. **Conflict of Interest** – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

- a. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City; and
- b. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

K. **Rejection of Submittals** – The City reserves the right at its sole discretion to reject any and all submittals received without penalty as result of this RFP.

- a. A proposal may be immediately rejected if:
 - i. It contains misrepresentative or misleading information;
 - ii. It is received at any time after the exact date and time set for receipt of proposals;

- iii. It does not meet the required specifications or terms and conditions as prescribed;
 - iv. It is not prepared in the format outlined in this RFP;
 - v. It is signed by an individual not authorized to represent the Proposer;
 - vi. Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;
 - vii. Any other reason in the City's sole and absolute discretion.
- L. **No Guarantee of Contract** – No guarantee is made that any contract will be awarded in response to this RFP.
- M. **Insurance Coverage** – If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.
- N. **Sub-consultants** – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.
- O. **Acceptance of Conditions** – Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document which shall be submitted with the proposal.
- P. **Public Record** – All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the

general public or any other information not regarded as proprietary and confidential under federal or state law.

- Q. **Right to Request Additional Information** – During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- R. **Additional Services** – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP, however, cost-effective proposals that exceed the minimum levels of service are welcome.. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.
- S. **Conflict of Interest** - By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

Confidential Information - City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of rproprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (iii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and

hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

V. TERMS AND CONDITIONS

A. Certification

By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

B. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

C. Assignment and Guarantee

No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

D. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

E. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Osvaldo Pena, Public Works Management Assistant, at opena@ci.el

monte.ca.us. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

F. Discrimination

The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

G. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

H. Gratuity Prohibition

Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

VI. PROPOSAL CONTENT

The RFP must provide information in the same order as presented in this document.

A. General Overview/Cover Letter – Introduction of the firm including a general description of the firm's qualifications and experience, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

- a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.
- b. Name, title, address, e-mail address, and telephone number of each principal officer.
- c. Legal status of the firm (partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- d. Documentation on the financial status of the firm to ensure the firm will continue in business through the contract period and finance the costs of adequate personnel and other support requirements.

- B. **Organizational Information** – Proposer will include an organizational chart, staffing plan, resumes, and certifications for the firm that clearly demonstrates their abilities, skill level, and experience to accomplish the required tasks.
- a. A section titled “Proposed City of El Monte Team” shall be included and will include resumes, certifications, etc. for the proposed team that will be assigned to the City that clearly demonstrates their abilities, skill level, and experience
 - b. Proposer will also demonstrate the firm’s knowledge of California Building, Fire, Plumbing, Mechanical, Electrical, and Energy Codes. The principles, practices and methods of architectural, plumbing, mechanical, electrical design and construction, and preservation techniques and the State Historical Building Code
 - c. Proposer will also demonstrate the firm’s knowledge of State and local regulations including but not limited to asbestos and lead paint removal, air quality, CAL-OSHA safe work practices, licensing of design professionals and contractors, worker’s compensation insurance, exterior noise standards, green building standards, seismic retrofit and fire sprinkler requirements, municipal zoning and land use principles, and Mobile Home Park Act and related regulations
- C. **Previous Experience** – Proposer will provide a minimum of five (5) examples of comparable work in the last five years which best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Services section of this RFP. A minimum of three (3) references and maximum of five (5) references shall be provided. Information submitted shall include the name of the client with current address, telephone number, e-mail address, and contact person for each reference. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant’s background and experience.
- D. **Procedures and Methodology** – The Proposer should demonstrate their understanding of the needs of the City and the objectives of the work proposed. Proposal shall provide a detailed description of the firm’s proposed approach demonstrating how the objectives will be accomplished as outlined in the Scope of Work.
- E. **Quality Control** – The Proposer shall describe the firm’s policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts.

- F. **Transition Period (Applicable to Proposers Other than Current Provider)** – Proposer shall describe the steps to be taken during the transition period from the existing provider at the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.
- G. **Maximum Service Delivery Timeframe** – The City strives to provide the best customer service experience possible. The City has established timeframes for delivery of Building and Safety Services. The Proposer shall provide adequate personnel, based on the level of development activity within the City at any given time, to ensure the timeframes are met. The timeframes are listed in Attachment A.
- H. **Compensation Schedule** – In a separate sealed envelope labeled “Compensation Schedule” the Proposer shall include an appropriate compensation schedule to meet its workload and staffing needs. The City will accept a description of two types of compensation systems:
- a. Monthly fee (Hourly or fixed)
 - b. Percentage of fees collected

For an actual service compensation system, a copy of the firm’s current hourly rate schedule shall be provided which reflects the fully loaded total hourly cost for each related consultant position. For a percentage-of-fees system, proposals shall clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collected.

The consultant may propose an alternative fee system in addition to, but not in lieu of, the two fee systems described above.

VII. SCOPE OF SERVICES

The selected firm will be expected to furnish all personnel, including a designated City Building Official (i.e., the Chief Building Official) required to accomplish the desired scope of services at a level commensurate with the workload. At minimum, proposals should clearly demonstrate an ability to quickly, competently and efficiently handle the volume and diversity of work called for under this RFP and to improve upon the current level of performance. Proposed staff levels and staffing configurations need not match current staffing but current staffing should be viewed as a reasonable approximation of the level and type of staffing required for the job. If the Proposer proposes a lower level of staffing than the current level, the Proposal should explain in detail why it believes such staff is sufficient for the job at hand. Currently, the Division consists of two (2) full-time permit technicians, two (2) full-time building inspectors, one (1) part time senior inspector/plan check specialist, and (1) part-time Chief Building Official.

- A. **Permit Issuance/Public Information Counter** – Sufficient personnel shall be provided to adequately staff the front counter at all times between 7:00 a.m. and 4:30 p.m. Monday through Thursday (excluding City-observed holidays) to ensure residents and customers are received in a timely manner. Duties shall include the receipt and preliminary review of applications for basic completeness, issuance of permits and responding to in-person queries and requests for information regarding the building permit and inspection processes and such other matters as may be handled by the proposer under this RFP. The City utilizes the HDL Permits software as its automated permit tracking system. Proposer shall utilize this automated permit system to obtain and record pertinent job information and records. Proposer shall ensure that staff provided to City possess the requisite skills and experience required to use the HDL Permits software.

City Hall hours for the Division are Monday through Thursday, 7:30 A.M. to 4:30 P.M. Office and inspection hours are subject to negotiation and change depending upon the level of building activity and need to optimize efficiency. The individual(s) attending the public information counter must be fluent in English and Spanish. Fluency in Mandarin Chinese is also a plus.

- B. **Plan Check** – Plans shall be reviewed for compliance with all State and local codes, ordinances, rules and regulations by persons qualified to perform such services, either through consultant's own employees or by means of subcontracts with pre-approved firms. Plans that are required to be prepared by registered or certified professionals shall be reviewed by qualified persons as required by State law.

Simple plan checks for minor work shall be conducted at City Hall. Over-the-counter plan checks shall be provided when reasonably possible based upon workload and the complexity of the project plans. Major plan checks may be provided at either City Hall or the consultant's office. Consultant shall be responsible for ensuring that the requirements of all other agencies having jurisdiction over projects are incorporated into the plan review and approval process.

- C. **Inspections** – Building inspections shall include all aspects of construction including structural, life safety, electrical, plumbing, heating and air conditioning, energy efficiency, handicapped access, and site work. Adequate inspection services shall be provided to enforce compliance with the conditions of approval, City, State, and Federal laws and the requirements set forth on the plans for which the permit was issued. When infractions are observed, inspectors shall write citations and/or stop work in progress depending on the nature of the infraction, document actions, and testify in court if necessary.

Inspections shall be performed by the next working day if requested prior to 3:00 P.M., or the same day as the inspection work load allows. If inspection requests exceed the ability of the inspectors to handle within the response standards set forth above, the consultant shall provide for additional inspectors so that the responsiveness does not fall below the expected time frame.

The Building Division also administers the City of El Monte's resale inspection program as set forth under Chapter 17.16 of the El Monte Municipal Code and which involves the conduct of building inspections incident to the sale of real property and the preparation of a property inspection report. At present, the Building Division conducts approximately 30 such inspections per month.

- D. **Building and Safety Code Enforcement** – The Division shall enforce the building, electrical, plumbing, and mechanical codes and arrange reviews by other agencies/City divisions as appropriate and coordinate enforcement activities with other agencies/City divisions for related property maintenance or code violations. Suspected violations of City codes shall be reported to appropriate City departments.

The Division shall prepare and serve notices of violations, abatement orders, citations, corrections and stop work orders on land use regulations, housing quality and property maintenance. This includes preparation of written and photographic records.

- E. **Maintenance of Records** – The Division is responsible for the maintenance of all Building and Safety records and files in the Public Works Department or at other locations as approved by the Public Works Director.
- F. **Fees** – The Division shall calculate and collect all necessary fees for permits and other services provided by the Division based on the City's fee schedule, and coordinate permit issuance. A copy of the City's fee schedule is listed in Attachment B.
- G. **Reporting** – The division shall keep daily logs of permit and inspection activities and submit an itemized monthly report of all service activities to the Public Works Director.
- H. **Investigations** – The consultant shall conduct Building Code investigations as directed by the City. This includes field and office research and follow-up work such as appropriate preparation of letters or documents.

- I. **Coordination and Support of City Programs** – The consultant shall coordinate various programs with City staff, including the City’s Real Property Report and Vacant/Foreclosed Property Registration Programs.
- J. **General Administration** – The consultant shall coordinate development plan review and approvals with all other City departments and divisions, public agencies, and private utilities. The consultant shall attend meetings with City staff, City Council, Planning Commission, developers, contractors, and general public as needed. The consultant shall also conduct investigations and prepare reports, as needed, with recommendations for consideration by City staff.
- K. **California Public Records Act Requests** – The consultant shall respond to requests from City staff to comply with California Public Records Act requests. During a typical fiscal year, the Building Department will receive 25 to 50 California Public Records Act requests. Consultant should anticipate that the level of requests will be within that range.
- L. **Preparation For and Attendance at Meetings of Administrative Bodies and Administrative Hearings** - The Building Division is required to provide a representative to serve on the El Monte Permit Committee (“Permit Committee”). The engagement proposed here shall contemplate the dedication of one of the Proposer’s personnel to represent the Building Division on the Permit Committee which meets at least two times a month on the first and third Thursday of each month. The representative to the Permit Committee will be expected to review all proposed reports and application materials connected with the Permit Committee so as to provide input and perspective from the Building Division. The City Building Official is also required to review reconsideration appeals regarding certificates of occupancy and is also required to prepare staff reports regarding appeals of certificates of occupancy before administrative hearing officers. Again, the Proposer should take these functions of the Building Division into account when fashioning a proposal.

VIII. EVALUATION PROCEDURES

- A. **Selection Committee**
Proposals submitted will be evaluated by a Selection Committee, appointed by the Public Works Director.
- B. **Review of Proposals**
The Selection Committee will use a point formula during the review process to individually score Proposals, as outlined in Section C below, “Proposal Evaluation Criteria.” The Selection Committee will then be convened to review and discuss the evaluations and combine the individual

scores to arrive at an average composite score for each firm. Firms that do not meet the "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in C2, the firms with the three (3) highest score will be recommended by the Public Work Director to participate in an oral presentation/interview with the Selection Committee as outlined below.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using two (2) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal notwithstanding the firms overall score in relation to other firms.

1. Mandatory Elements

- a. The firm is an independent contractor properly licensed to practice in California.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2. Qualitative Evaluation (Maximum Point = 75)

- a. Experience and Performance (30 Points):
 - i. The firm's past experience and performance on specific government engagements (i.e. references).
 - ii. Distinguishing features, skill and/or services (These may include demonstrated ability to attend meetings on short notice; demonstrated ability to provide emergency inspection upon short notice; redundancy of series/skills).
 - iii. Firm's statement on why it believes itself to be best qualified (cover letter).
- b. Personnel (20 points)

- i. The quality of the firm's management and technical support personnel available for consultation.
 - ii. The quality of the firm's professional personnel to be assigned to provide services directly to City.
 - c. Budget/Value to City (and/or applicants) (15 points)
 - i. Reasonable flat rate cost related to types of services to be provided in relation to the projected workload.
 - ii. Reasonable hourly rates for services that may be required outside of series covered by flat rate.
 - iii. Ability to stay within budget.
 - d. Other (10 points)
 - i. Local firm; offices within a 15 mile radius.
 - ii. Familiarity with the City and its unique characteristics and environs.
 - iii. Knowledge of and experience with HDL (the permit processing software used by the City).
- 3. **Oral presentation/interview**

The Proposers with the three highest combined scores should expect to be interviewed by the Selection Committee on the date listed in the RFP. Upon completion of the interviews and negotiation of compensation, and/or terms and conditions a contract shall be prepared and submitted to the City Council for approval.

IX. PROPOSAL SUBMITTAL

Three (3) hard copies and one (1) electronic copy of the proposal shall be presented in an envelope or package. Hard copies should be bound and an electronic copy shall be provided in a compact disc that will include the name of the Proposer and the title "City of El Monte Building and Safety RFP." The electronic file shall be in Portable Document Format (PDF). The envelope or package shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

The proposal shall be delivered to the above address on or before **5:00 P.M.** on **February 14, 2013**

VII. STAFF CONTACT

For inquiries, please contact Osvaldo Pena at (626) 580-2058.

Issued by:

**CITY OF EL MONTE
DEPARTMENT OF PUBLIC WORKS**



**Marlene Miyoshi
Interim Director of Public Works**

APPENDIX A

BUILDING AND SAFETY SERVICES RFP

DELIVERY TIMEFRAMES

CITY OF EL MONTE
BUILDING AND SAFETY SERVICES RFP

DELIVERY TIMEFRAMES

| Service | Timeframe for Delivery |
|--|--|
| Residential (Plan Check) | |
| Single Family Residential Project (New or Remodel) | 7 working days |
| Subsequent Single Family Project | 3 working days |
| Multi-Family Residential Project | 10 working days |
| Complex Residential Project | 10 working days |
| Subsequent Multi-Family and Complex Residential | 7 working days |
| Minor Residential Grading Plan Check | 5 working days |
| Commercial (Plan Check) | |
| Minor Plan Checks | 3 working days |
| Light/Complex Commercial | 7 working days |
| Subsequent Light/Complex | 7 working days |
| Large or Major Commercial | 10 working days |
| Subsequent Large or Major | 10 working days |
| Industrial (Plan Check) | |
| All Projects | 10 working days |
| Subsequent All Projects | 10 working days |
| Other | |
| Assistance at Public Counter | Immediate during City Hall hours |
| Return of Telephone Calls | Immediate or within 24 hours |
| Inspections | The following working day if request is made before 2 P.M. |
| Monthly Reporting | Completed at end of each month |

APPENDIX B

BUILDING AND SAFETY SERVICES RFP

FEE SCHEDULE



CITY OF EL MONTE

SCHEDULE OF BUILDING PERMIT FEES

| Total Valuation | Fee |
|--------------------------------|---|
| \$1.00 to \$500.00 | \$23.50 |
| \$501.00 to \$2,000.00 | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00. |
| \$2,001.00 to \$25,000.00 | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00. |
| \$25,001.00 to \$50,000.00 | \$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00. |
| \$50,001.00 to \$100,000.00 | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00. |
| \$100,001.00 to \$500,000.00 | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00. |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00. |
| \$1,000,001.00 and up | \$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof. |

| | |
|--|----------------------------|
| For issuing each type of permit | \$23.50 |
| Building Plan Review | 65% of Building Permit Fee |
| Mechanical/Plumbing/Electrical Plan Review (if required) | 65% of Permit Fee |

Other Fees and Taxes:

| | |
|--|--|
| Planning – (Plot Plan) Plan Check Fee | 20% of Building Permit Fee |
| Contractor's Business License Fee | 50% of Permit Fee (for larger projects, contact City Licensing Department at (626) 580-2031 for information and fee) |
| Archiving Fees – 8 ½ " X 11" | 25¢ per page |
| Over 8 ½ " X 11" | \$2.00 per page |
| SMIP Tax – Commercial | \$0.00021 of valuation |
| - Residential | \$0.00010 of valuation |
| Energy Review - | 5% of Building Permit Fee |
| Fire Dept. Review (new construction) | \$50.00 |
| Art In Public Places Fee | 1% of total or cumulative Valuation (projects over \$500,000) |
| General Plan Update Surcharge | .923% per \$1,000 of Building Permit Fee |
| Technology Enhancement Fee | 2.09% per \$1,000 of Building Permit Fee |
| Landscape Plan Check Fee (if required) | \$300.00± (fee is based on a per hour rate). |
| Landscape Permit (if required) | \$300.00± (fee is based on a per hour rate). |

Public Works/Engineering Division Fees –Contact the City Engineers Office for information, phone number (626) 580-2058.

Effective October 6, 2008 – El Monte Union High School District Fees for New Projects (fee payable directly at the School District – see Building staff for payment information).

| | |
|-----------------------------------|------------------------|
| Residential Development | \$2.97 per square foot |
| Commercial/Industrial Development | \$0.47 per square foot |

County Sanitation Districts Connection Fee (fee payable directly to the County Sanitation District)– Contact the County Sanitation District of Los Angeles for specific details at (562) 699-7411.

ELECTRICAL, PLUMBING, MECHANICAL AND SEWER PERMIT FEES

Mechanical System

| # of Units | | | # of Units | | |
|------------|-----------------------------------|----------|------------|--------------------|---------|
| | Furnace (<100k BTU>) | \$22.70 | | Air handler (<10k) | \$32.60 |
| | Furnace (<100k+ BTU>) | \$43.90 | | Air handler (10k+) | \$54.70 |
| | Compressor/condenser | \$24.75 | | Evaporative cooler | \$18.40 |
| | Heater | \$22.70 | | Vent fan(s) | \$13.30 |
| | Alter duct system | \$10.30 | | Ventilation system | \$28.50 |
| | HVAC package unit (5 ton or less) | \$47.45 | | Repair unit | \$12.00 |
| | Boiler/comp (<3HP>) | \$22.70 | | Hood (commercial) | \$54.70 |
| | Boiler/comp (3-15 HP) | \$43.90 | | Hood (residential) | \$28.50 |
| | Boiler/comp (15-30 HP) | \$109.80 | | Gas piping outlets | \$3.50 |
| | Boiler/comp (50+ HP) | \$274.50 | | Metal fireplace | \$30.00 |

Electrical System

Plumbing System

| # of Units | | | # of Units | | |
|------------|---|----------|------------|--------------------------------|---------|
| | New residential square footage (Including garage) | | | Water closet/toilet | \$13.60 |
| | Fee per square foot | \$0.11 | | Urinal | \$13.60 |
| | Solar panel (use equip. schedule) | | | Bath tub | \$13.60 |
| | Inverters | \$32.60 | | Shower | \$13.60 |
| | Service/panel 0 - 200 amps | \$32.60 | | Lavatory | \$13.60 |
| | Service/panel 200-1000 amps | \$64.00 | | Kitchen sink | \$13.60 |
| | Service/panel >1000 amps | \$136.20 | | Dishwasher | \$13.60 |
| | Outlets/switches/fixtures | \$1.80 | | Garbage disposal | \$13.60 |
| | 240 v. appliance | \$9.00 | | Floor sink | \$13.60 |
| | El. water heater | \$9.00 | | Laundry tub/sink | \$13.60 |
| | Dishwasher | \$9.00 | | Clothes washer plumbing | \$13.60 |
| | Garbage disposal | \$9.00 | | Water heater | \$13.60 |
| | Laundry el. outlet | \$9.00 | | Drinking fountain | \$13.60 |
| | Kitchen/bath fan | \$9.00 | | Water service or re-pipe | \$13.60 |
| | Equip. 0 - 1 HP,KVA,KW | \$13.00 | | Interceptors | \$39.40 |
| | Equip. 1-10 HP,KVA,KW | \$16.60 | | Gas system (1 - 5 outlets) | \$20.00 |
| | Equip. 10-50 HP,KVA,KW | \$38.80 | | Gas outlets (over 5 outlets) | \$3.50 |
| | Equip. 50 - 100 HP,KVA,KW | \$72.40 | | Swimming pool/spa | \$54.00 |
| | Equip. >100 HP,KVA,KW | \$119.40 | | Repair drainage, waste or vent | \$25.40 |
| | Transformer | \$54.60 | | Backflow device, each | \$13.60 |
| | Temp power pole | \$40.25 | | Sewer System | |
| | Swimming pool/spa | \$68.10 | | Public sewer connection | \$39.40 |
| | Electric sign | \$9.00 | | Additional connection(s) | \$25.40 |
| | Misc el., repair or conduit | \$16.60 | | Sewer repair | \$25.40 |
| | | | | Private disposal system | \$39.40 |
| | | | | Sewer dye test | \$75.00 |

Issuance Fee is \$23.50 per type of permit

Business license is 50% of total permit fee

FEE SCHEDULE EXHIBIT I

| Occupancy and Type | Cost per Sq. Foot, Average | | Occupancy and Type | Cost per Sq. Foot, Average | | Occupancy and Type | Cost per Sq. Foot, Average | |
|----------------------------|----------------------------|----------|------------------------------|----------------------------|----------|-----------------------------|----------------------------|----------|
| | Existing | Approved | | Existing | Approved | | Existing | Approved |
| 1. APARTMENT HOUSES | | | 13. JAILS | | | 20. RESTAURANTS | | |
| Type I | \$67.00 | \$103.70 | Type I or II F.R. | \$156.00 | \$166.00 | Type III - 1 Hour | \$156.00 | \$166.80 |
| Type II | \$107.10 | \$107.10 | Type III - 1 Hour | \$154.00 | \$142.00 | Type III - N | \$92.30 | \$82.30 |
| Type III | \$71.00 | \$71.00 | Type V - 1 Hour | \$82.80 | \$107.00 | Type V - 1 Hour | \$87.50 | \$104.20 |
| (Good) - 1 Hr. | \$87.00 | \$87.00 | | \$107.40 | | Type V - N | \$84.00 | \$94.00 |
| Type V Wood Frame | \$82.80 | \$82.80 | 14. LIBRARIES | | | | | |
| (Good) - 1 Hr. | \$80.40 | \$76.80 | Type I | \$114.10 | \$137.00 | 21. SCHOOLS | | |
| Type I Basement Garage | \$36.70 | \$36.70 | Type II - 1 Hour | \$22.80 | \$19.70 | Type I or II F.R. | \$109.00 | \$146.00 |
| | | | Unfinished | \$17.40 | \$22.80 | Type II - 1 Hour | \$74.40 | \$139.60 |
| | | | Good | \$17.40 | \$14.30 | Type III - 1 Hour | \$79.60 | \$111.30 |
| | | | | \$17.40 | \$17.40 | Type III - N | \$76.60 | \$88.20 |
| | | | | \$112.20 | \$112.20 | Type V - 1 Hour | \$74.60 | \$109.40 |
| | | | | \$73.80 | \$132.50 | Type V - N | \$71.20 | \$86.50 |
| 2. AUDITORIUMS | | | 15. MEDICAL OFFICES | | | | | |
| Type I | \$102.80 | \$155.10 | Type I or II F.R. | \$117.20 | \$137.90 | Type II - N | \$55.00 | \$100.20 |
| Type II - 1 Hour | \$74.40 | \$147.20 | Type II - 1 Hour | \$69.80 | N/A | Type III - 1 Hour | \$68.70 | \$88.70 |
| Type III - 1 Hour | \$79.20 | \$100.70 | Type III - N | \$69.80 | \$99.50 | Type V - 1 Hour | \$58.50 | \$88.50 |
| Type III - N | \$74.20 | \$74.20 | Type III - 1 Hour | \$80.80 | \$91.30 | Type V - N | \$27.50 | \$27.50 |
| Type V - 1 Hour | \$74.80 | \$97.60 | Type V - 1 Hour | \$77.40 | \$97.20 | 22. SERVICE STATIONS | | |
| Type V - N | \$99.80 | \$70.90 | Type V - N | \$71.90 | \$55.30 | Type I | | |
| | | | | \$101.70 | \$169.00 | Type II - 1 Hour | | |
| 3. BARRIS | | | 9. HOMES / ELDERLY | | | 23. STORES | | |
| Type I or II F.R. | \$145.20 | \$196.00 | Type I or II F.R. | \$22.60 | \$62.60 | Type I | \$80.80 | \$89.00 |
| Type II - 1 Hour | \$107.00 | \$156.00 | Type II - 1 Hour | \$79.00 | \$163.00 | Type II - 1 Hour | \$49.40 | \$86.00 |
| | | | Type III - N | \$85.00 | N/A | Type III - 1 Hour | \$48.30 | |
| | | | Type III - 1 Hour | \$82.50 | \$121.40 | Type III - N | \$80.10 | \$72.20 |
| | | | Type V - 1 Hour | \$82.50 | \$92.70 | Type III - N | \$56.40 | \$55.40 |
| | | | Type V - N | \$83.10 | \$119.30 | Type V - 1 Hour | \$50.60 | \$71.10 |
| | | | | \$80.20 | \$91.00 | Type V - N | \$46.80 | \$54.00 |
| 4. BOWLING ALLEYS | | | 10. HOSPITALS | | | 24. THEATRES | | |
| Type II - 1 Hour | \$50.00 | \$86.60 | Type I or II F.R. | \$160.00 | \$209.10 | Type I or II F.R. | \$107.70 | \$165.10 |
| Type III - 1 Hour | \$54.40 | \$72.20 | Type II - 1 Hour | \$132.50 | \$163.70 | Type III - 1 Hour | \$78.40 | \$100.70 |
| Type III - N | \$50.90 | \$55.10 | Type III - N | \$126.40 | \$157.80 | Type III - N | \$74.70 | \$70.80 |
| Type V - 1 Hour | \$36.70 | \$71.10 | Type V - 1 Hour | \$99.00 | \$128.60 | Type V - 1 Hour | \$73.80 | \$97.50 |
| | | | Type V - N | \$95.80 | \$102.80 | Type V - N | \$89.80 | \$89.80 |
| 5. CHURCHES | | | 11. HOTELS AND MOTELS | | | 25. WAREHOUSES | | |
| Type I | \$97.30 | \$159.40 | Type I or II F.R. | \$99.00 | \$99.00 | Type I or II F.R. | \$48.40 | \$66.20 |
| Type II - 1 Hour | \$73.00 | \$141.80 | Type III - 1 Hour | \$81.80 | \$96.20 | Type II | \$28.70 | \$63.00 |
| Type III - 1 Hour | \$79.40 | \$121.40 | Type III - N | \$74.70 | \$100.50 | Type V - 1 Hour | \$32.60 | \$29.00 |
| Type III - N | \$75.90 | \$86.40 | Type V - 1 Hour | \$73.20 | \$86.20 | Type V | \$32.60 | \$29.00 |
| Type V - 1 Hour | \$74.20 | \$115.80 | Type V - N | \$55.80 | \$65.80 | Type III - N | \$31.00 | \$31.50 |
| Type V - N | \$69.80 | \$83.30 | 12. INDUSTRIAL PLANTS | | | | | |
| | | | Type I or II F.R. | \$36.80 | \$7.50 | | | |
| 6. CONVA. HOSPITALS | | | Type II - 1 Hour | \$42.80 | \$44.00 | | | |
| Type I | \$130.50 | \$189.00 | Type III - 1 Hour | \$40.30 | \$44.00 | 19. PUBLIC GARAGES | | |
| Type II - 1 Hour | \$94.70 | \$163.00 | Type III - N | \$29.40 | \$44.00 | Type I or II F.R. | \$48.00 | \$48.00 |
| Type III - 1 Hour | \$97.10 | \$121.40 | Hit-up | \$40.30 | \$31.90 | Type I or II Open Parking | \$27.50 | \$27.50 |
| Type V - 1 Hour | \$91.50 | \$119.30 | Type V - 1 Hour | \$36.90 | \$29.70 | Type II - N | \$36.30 | \$36.30 |
| | | | Type V - N | | | Type III - 1 Hour | \$32.30 | \$32.30 |
| | | | | | | Type III - N | \$32.30 | \$32.30 |
| | | | | | | Type V - 1 Hour | \$33.00 | \$33.00 |
| | | | | | | | | |

City of El Monte—Real Property Inspection Program

The City of El Monte has recently enacted a foreclosed residential property registration program. The new program requires the bank/lender (trustee in foreclosure), collectively the "Beneficiary", to register the property with the City of El Monte as the foreclosure process is commenced.

Property which will be sold, or transferred to a new owner, also requires a City inspection, under a separate El Monte Municipal Code Section, 17.16.040.

This is a separate program, enacted in April of 2007 by the City of El Monte to raise the quality of housing and all buildings in the City. It serves to ensure that all buildings meet health and safety standards, and protects the public from unsafe buildings.

For more information on requirements, application and fees, please contact us at (626) 580-2050 or on the website at:

<http://www.ci.el-monte.ca.us/>

Click on:

-New City Ordinance for Real Estate Inspection Program

-Real Estate /Occupancy Inspection Application



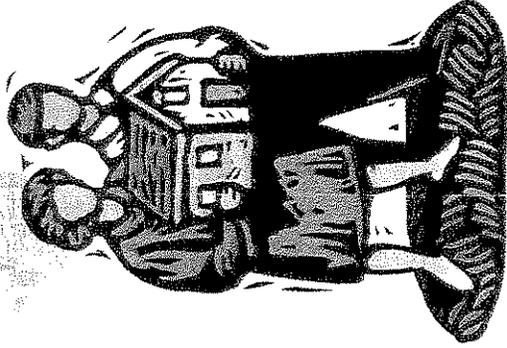
City of El Monte

Vacant/Foreclosed

Property Registration

Program (El Monte

Municipal Code Chapter **8.60)**



We appreciate your efforts

in assisting us to make the

City of El Monte

a better place to live and work.

(626) 580-2050

Fax: (626) 443-3935

City Hall West
Community Development
Building Division

11333 Valley Boulevard
El Monte, CA 91731

Tel: (626) 580-2050

Fax: (626) 443-3935

PURPOSE

It is the purpose and intent of the El Monte City Council, through the adoption of this Chapter, to establish a vacant building security and maintenance program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of vacant buildings or structures which have been vacant or un-occupied for more than thirty consecutive days, except as provided in this [Chapter, E.M.M.C. 8.60.010]

Registering Property

Property which is vacant or abandoned, after the filing of a notice of default, must be registered with the City of El Monte, within ten (10) days of verification through a default inspection by the beneficiary or its trustee. The beneficiary or its agent, shall register the property as abandoned with the Chief Building Official, as follows:

1. Vacant/Foreclosed Property Application can be downloaded from the City of El Monte website: <http://www.ci.el-monte.ca.us/>

Click on "City Services" at the top left, and then click on "Building Permits Issued" under Building Services. The application is at the bottom of the page. An application may also be faxed or emailed to you at your request by contacting the Building Division at (626) 580-2050.

2. Submit the completed application, along with the appropriate fee to the Building Division, either in person or by mail. (Sorry, we cannot process credit card payments over the phone.)

Registration is \$398.00 per parcel, this consists of a \$198.00 processing fee, and a \$200 refundable inspection and maintenance deposit.

3. Upon receipt of a completed application and the appropriate fee, an exterior inspection of the property will be conducted by a Building Inspector to document the condition of the property. Property will be re-checked by the City periodically. If special maintenance issues are identified by the City, the contact person you designate will be notified of any requirements.

4. When the property is sold or leased for new occupancy, and proof or lease is sent to the City Building Division, the unused portion of the maintenance deposit is refundable.

Under a separate City Ordinance:

The City of El Monte requires a separate, Real Property Inspection on properties listed for sale. A Certificate of Occupancy must be obtained prior to the close of escrow or recording of new ownership.

Maintenance

Vacant/Foreclosed Property must be kept free of trash/debris, weeds, and graffiti. It must be maintained in keeping with the neighborhood standard, and not give the appearance of being vacant or abandoned. See the online, El Monte Municipal Code Sections: 8.60.040 and 8.60.045 for additional details on security and maintenance requirements.

Community Development Department

Planning Division:

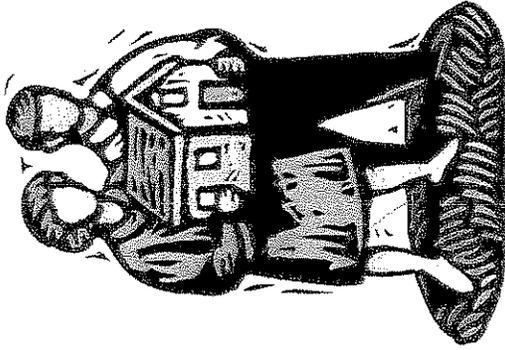
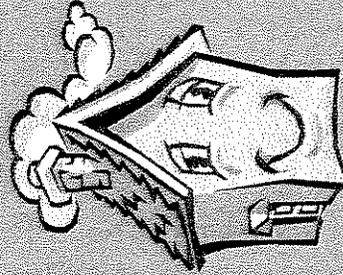
Main Line (626) 258-8626

Building Division:

Main Line (626) 580-2050

Commercial Code

Main Line (626) 580-2085



*We appreciate your efforts
in assisting us to make*

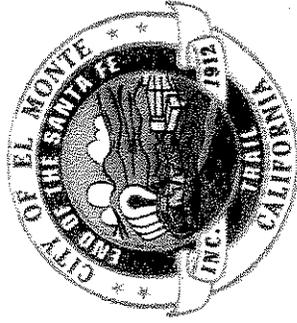
El Monte

a better place to live and work.

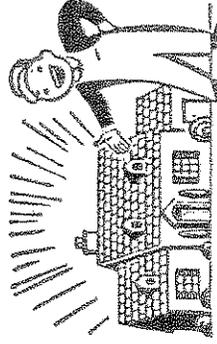
City of El Monte

CITY HALL - WEST
11333 VALLEY BLVD.
EL MONTE, CA 91731
PHONE: (626) 580-2050
FAX: (626) 443-3935
www.elmonteca.gov

City of El Monte



Property Report Program



City Hall West
11333 Valley Boulevard
El Monte, CA 91731
(626) 580-2050
www.elmonteca.gov

Application at:

[www.elmonteca.gov/citygov/building/
Forms/realprop_app.pdf](http://www.elmonteca.gov/citygov/building/Forms/realprop_app.pdf)

Real Property Report Ordinance

Effective April 1, 2007

Purpose

- To raise the quality of housing and all building in the City of El Monte.
- To ensure that all buildings meet the health and safety standards of the City of El Monte.
- To protect the public from unsafe buildings.

When Required

- No person shall sell, transfer, exchange or convey real property within the City of El Monte without first obtaining a written Real Property Report.

What Properties are Affected

- All residential properties
- All commercial properties
- All industrial properties
- All vacant properties

Who can Apply for the Report

- The property owner
- The property owners agent
- The property owners legal representative

Fee Schedule

- Residential reports ... \$195.50 (Additional fee of \$97.75 to expedite)
- Commercial Reports \$252.50 (Additional fee of \$126.25 to expedite)
- Additional fees for large commercial buildings, multiple units, and additional inspections.

What is Contained in the Report

- Report shall be completed within ten (10) business days of application.
- Report shall be valid for a period of six (6) months from the date of issuance from the Chief Building Official.
- Zoning information
- List of permitted structures
- List of all non-complying items

Compliance Schedule

- Owner has thirty (30) days to complete all items.
- A Certificate of Occupancy is issued upon completion.
- Buyer must sign an agreement with the City to complete all corrections within a timely manner.
- Time to complete all corrections is determined on a case by case basis.

Buyer Options

- Buyer may sign an affidavit to correct all non-complying items and must post a (refundable) bond to ensure compliance.
- A Temporary Certificate of Occupancy, to close escrow is then issued.

Permits

- Planning Division approval may be required before building permits are issued.
- In some instances approved building plans may be required.
- Building permits will be required for the non-complying items.
- For large, non-complying items additional fees may be required to be paid to other departments and other outside agencies.

Notification

- The applicant shall provide a copy of the Property Report to the Buyer.
- A Certificate of Occupancy or a Temporary Certificate of Occupancy is required to be obtained PRIOR to the close of escrow.

Penalties

- Any person convicted of a violation of this chapter shall be punished by a fine not exceeding \$1,000.00, or by imprisonment for a period not exceeding six (6) months or a combination of both fine and imprisonment.

ADDITIONAL BUILDING DIVISION FEES/SERVICES

| | |
|-----------------------------------|--|
| XEROX COPIES | \$3.00 FOR THE FIRST 5 AND 50 CENTS FOR EA. ADDITIONAL COPY |
| ARCHIVED COPIES OF PLANS | \$7.00 PER PAGE (PRINTED OR COPIED ONTO A CD) |
| PLAN CHECK | \$100.00 PER HOUR - FOR REVISIONS OR CORRECTIONS AFTER THE SECOND REVIEW, OR TO REVIEW PLANS PREVIOUSLY APPROVED UNDER THE PAST CODE. (2001 CBC) |
| RE-INSPECTION FEE | \$60.00 - PER STRUCTURE OR TO RE-INSPECT AFTER THE SECOND TRIP FOR THE SAME ITEM \$60 PER HOUR - FOR SPECIAL/AFTER HOURS INSPECTIONS TWO HOUR MINIMUM \$60 PER HOUR FOR INSPECTIONS WHERE THERE IS NO SPECIFIC FEE, ONE HOUR MINIMUM |
| RE-INSTATE PERMIT | 1/2 THE PERMIT FEE |
| MULTIPLE RESIDENTIAL BOND | \$500 PER UNIT, ON PROJECTS OF THREE OR MORE UNITS. BOND IS REFUNDABLE UPON SALE OF 50% OR MORE OF PROJECT TO INDIVIDUAL OWNERS. |
| DEMOLITION BOND | \$500 - REFUNDABLE IF STRUCTURE IS DEMOLISHED WITHIN 45 DAYS FROM PERMIT ISSUANCE. OWNER FORFEITS \$10 PER DAY, EACH DAY AFTER THE 45TH DAY |
| REAL ESTATE INSPECTION | SEE BROCHURE |
| VACANT PROPERTY INSPECTION | SEE BROCHURE |
| ART IN PUBLIC PLACES | 1% OF TOTAL VALUATION FOR PROJECTS IN EXCESS OF \$500,000 OR ON PUD DEVELOPMENTS OF 4 UNITS OR MORE |
| SEWER DYE TEST | \$75.00 TO VERIFY IF STRUCTURE IS CONNECTED TO PUBLIC SEWER |
| INVESTIGATIVE PERMIT | BASED ON VALUE OF WORK - OR APPROX. NUMBER OF INSPECTIONS (I.E. 400 SQUARE FOOT, GARAGE CONVERSION IS VALUED AT \$82.80 PER SQ. FT FOR HABITABLE SPACE USE, VALUATION IS \$33,120 INVESTIGATIVE PERMIT FEE IS APPROX. 1.46% OF VALUATION OR 484) |

APPENDIX C

BUILDING AND SAFETY SERVICES RFP

SAMPLE CONTRACT



PROFESSIONAL SERVICES AGREEMENT

([Replace w/ Name of Consultant - Replace w/ Brief Description of Engagement])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation ("CITY") and [____REPLACE WITH NAME OF CONSULTANT____], a [____REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services:_____; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of [__REPLACE TEXT WITH TERM PERIOD: X# of DAYS? MONTHS? YEARS?] commencing from [REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 COMPENSATION:
- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT_____] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [__REPLACE WITH NOT-TO-EXCEED SUM_____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the

Superintendent and the Director of Fiscal Services. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and [____REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT_____] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [____INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION_____] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent,

any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any

persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All polices of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing

the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance

of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default;

(ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its

obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a

limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction

or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

[REPLACE WITH Business Name of Consultant]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of

CITY:

City of El Monte

[Insert Name of Department/Division]

11333 Valley Boulevard

El Monte, CA 91731

Attn: [Title of CITY Contact]

Consultant's chief contact ____]
Phone: [REPLACE WITH Phone
Number_] .
Fax: [REPLACE WITH Fax
Number_] .
Email: [If available, REPLACE WITH
e-mail or simply delete_] .

Phone: [REPLACE WITH Dept
Phone_] .
Fax: [REPLACE WITH Dept
Fax_] .

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the

matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 **COUNTERPARTS:** .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE:

By: _____
Dayle Keller, Interim City Manager

[REPLACE WITH BUSINESS NAME OF CONSULTANT, E.G., ACME CORP., A CALIFORNIA CORPORATION ETC.]:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

APPENDIX D

BUILDING AND SAFETY SERVICES RFP

SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____ Fax Number: _____

Firm Email Address: _____

Firm Website: _____

Number of years in existence: _____

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal:

Name: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

Types of series provided by your firm:

APPENDIX E

BUILDING AND SAFETY SERVICES RFP

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF EL MONTE'S PROFESSIONAL SERVICES AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix C is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of El Monte, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name

Title

Signature

Date

Firm Name: _____

APPENDIX F

BUILDING AND SAFETY SERVICES RFP

FALSE CLAIMS FORM

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 90201
FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION
(BUILDING AND SAFETY SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of El Monte, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _____

(2) Identity of tribunal or court and case name or number, if any: _____

(3) Government Contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory Information: _____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

APPENDIX G

BUILDING AND SAFETY SERVICES RFP

CIVIL LITIGATION HISTORY

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731
CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION
(BUILDING AND SAFETY SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of El Monte for Building and Safety Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

(2) Court case identification number: _____

(3) Jurisdiction in which case was filed: _____

(4) Outcome of the case: _____

(5) Name of Case: _____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT