



July 08, 2019

## **REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL BUILDING SERVICES**

### **GENERAL**

The City of Lake Elsinore (City) is seeking qualified persons or firms (Consultants) to submit a Statement of Qualifications demonstrating the ability to perform professional building services on an “on-call” basis. The City intends to select up to five (5) Consultant(s) to provide on-call building services under this RFQ. The term of the contract will be three (3) years with options to extend an additional two (2) years. Consultant(s) are expected to have expertise in multiple disciplines; including but not limited to: plan review, permit technician and building inspection. This document outlines the requirements, selection process and documentation necessary to submit a Statement of Qualifications (SOQ) in response to this RFQ.

### **SCOPE OF SERVICES**

The selected Consultant(s) will report to, and operate under, the direction of City of Lake Elsinore staff, and shall provide building services noted below:

1. Building Inspection. Duties shall include:
  - a. Combo Residential inspection of all types.
  - b. Combo Non-residential inspections of all types.
  - c. Assist senior staff with conflict resolution.
2. Permit Technicians. Typical duties shall include:
  - a. Assist with reception and records retention, scanning and processing of construction documents.
  - b. Receive applications, process plans and permits, coordinate and issue permits.
  - c. Assist other staff in permit routing and coordination of permits and plans.
  - d. Calculate permit fees and work closely with the Building Official.
  - e. Perform same day and over the counter reviews as needed.
3. Building Official.
  - a. Temporary staffing to cover vacation, etc.

The selected Consultant(s) will be expected to commence services as early as August 14, 2019, as needs arise. When the City determines that services are needed; the selected Consultant(s) will be informed of the specific staffing needs and tasks required. The Consultant(s) will prepare

a detailed scope and budget proposal and negotiations will take place. Upon satisfactory conclusion of the negotiations, a task order shall be prepared defining the final scope and budget.

### **CONTRACT**

A sample Professional Services Agreement is attached for review of all Consultant(s) submitting an SOQ. Each Consultant(s) must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

### **PAYMENT**

The method of payment to the selected Consultant(s) shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

### **SUBMITTAL INFORMATION**

A Statement of Qualifications (SOQ) for On-Call Building Services is requested to be submitted to the City of Lake Elsinore's Community Development Department at 130 South Main Street, Lake Elsinore, CA 92530 no later than 4:00 P.M. August 5, 2019. Please submit One (1) unbound copy and one (1) electronic copy in pdf format of the proposal. The submittal should include:

1. COVER LETTER – Indicate interest and commitment to perform on-call services for the City of Lake Elsinore. Include contact information (physical address, telephone, fax and email address) for the primary person responsible for your SOQ who will be the point of contact for the City on all correspondence and communications pertaining to the SOQ.
2. RELEVANT EXPERIENCE – List projects completed by the Consultant(s) relevant to the scope of services listed above completed in the last five years. Discuss the Consultant(s) uniqueness to best perform these on-call services for the City.
3. KEY TEAM MEMBER SUMMARY – Identify key team members of the Consultant(s) that may be available to assist the City of Lake Elsinore as part of this proposal. Summarize each person's experience and include their resume in the Appendix.
4. CURRENT CLIENTS/PROJECTS – Provide a list of all clients doing business with the Consultant(s) in the past 12 months and identify any projects within the City of Lake Elsinore in the past 12 months.
5. CITY'S CONSULTANT CONTRACT – Provide a statement indicating agreement with the content of the City's Professional Services Agreement (Attachment A). If no exceptions are indicated, then the consultant will be deemed to have accepted the City's agreement form without deviation.

6. CONSULTANT(S) BILLING STRUCTURE – Provide a list of hourly billing rates for each proposed team member. Hourly billing rates shall include all direct and indirect labor expenses, and transportation fee mark-ups.
7. REFERENCES – Provide 5 client references relevant to the scope of services listed above (5 names, titles, current email addresses, and phone numbers).
8. APPENDIX – Consultant(s) brochure with background information (if available) and key team member resumes.

### **SUBMITTAL ADDRESS AND DEADLINE**

Questions pertaining to this RFQ shall be submitted no later than 10:00 A.M. on July 29, 2019, to Justin Kirk, Assistant Community Development Director at (951)674-3124 EXT 284 or via email: [jkirk@lake-elsinore.org](mailto:jkirk@lake-elsinore.org). Responses to questions timely submitted will be answered within two (2) business days by addendum distributed to all Consultant(s). Consultant(s) shall identify receipt of all addenda in their Cover Letter.

Each Consultant(s) must submit one (1) unbound copy and one (1) electronic copy in pdf format of the SOQ to the address listed below. Fax or email submittals will not be accepted. Consultant(s) are responsible for effecting delivery no later than 4:00 P.M. on August 5, 2019. Postmarks will not be accepted. The City accepts no responsibility for misdirected or lost SOQ submittals.

SOQ submittals shall be submitted in a large envelope and labeled:

City of Lake Elsinore Community Development Department  
Attention: Justin Kirk, Assistant Community Development Director  
130 South Main Street, Lake Elsinore, CA 92530  
On-Call Building Services

### **SELECTION CRITERIA**

The proposals submitted in response to this RFQ, together with the Consultant's interview, will be used as the basis for establishing an on-call list of pre-qualified Consultants for future projects that may be identified during the three year duration of the list. City staff will evaluate the SOQs based upon the following criteria:

- Consultant(s) Qualifications and Experience 40%
- Qualifications of Project Manager & Key Personnel 40%
- Satisfaction of Previous Clients 20%

### **CITY-CONTRACTOR RELATIONSHIP**

This process will result in the selection of Consultant(s) to provide on-call services. The City reserves the right to reject any and all proposals for any reason whatsoever. The City may waive informalities or irregularities in the proposal received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other proposals.

After the selection of the most qualified Consultant(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected Consultant(s) cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified Consultant(s) on the evaluation rating list. This procedure may be repeated until one (1) of more Consultant(s) has been approved by the City Council. The City's agreement with any Consultant(s) shall not be considered exclusive, and the City may elect to procure alternate services for any designated project. Any possible conflicts of interest shall be identified as early as possible in the negotiation process and resolved on a case by case basis.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

- August 5, 2019 Proposals are due no later than 4:00 P.M.
- Week of August 5, 2019: Proposals reviewed, and selected Consultant(s) will be notified.
- August 13, 2019: On-call agreements will be authorized by City Council.

#### ATTACHMENTS

- A. City of Lake Elsinore Contract Services Agreement.

## ATTACHMENT A

### AGREEMENT FOR CONTRACT SERVICES

This Agreement for weed abatement services (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Lake Elsinore, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

#### RECITALS

A. City desires to retain Contractor to perform \_\_\_\_\_ services in the City and Contractor desires to provide such weed abatement services and related work as set forth in this Agreement.

B. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

#### AGREEMENT

1. Scope of Services. Contractor shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance. The services of Contractor are to commence upon execution of this Agreement and shall continue [until completed in accordance with the schedule set forth in the Scope of Work (Exhibit A)] **or** [for a period of one year. Weed abatement services as described in Exhibit A may be extended at the discretion of the City on an annual basis for a total of three (3) years.]

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed \$\_\_\_\_\_ without additional written authorization from the City. Expenses set forth in Exhibit B shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall submit monthly billings to City describing the work performed during the preceding month. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and weed abated location. City shall pay Contractor no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City.

Extra work will be invoiced separately for services performed in accordance with the Scope of Services.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

10. Interests of Contractor. Contractor (including principals, associates and employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Technical Ability of Contractor. City has relied upon the technical training and ability of Contractor to perform the services hereunder as a material inducement to enter into this

Agreement. Contractor shall therefore provide properly skilled employees to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent Contractor's field of expertise.

12. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Contractor represents and warrants to City that it has the licenses, permits, proposal, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

14. Indemnity. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall complete and submit to the City a Certificate of Exemption from Workers Compensation Insurance in the form attached hereto as Exhibit C.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Lake Elsinore



Attn: \_\_\_\_\_  
130 South Main Street  
Lake Elsinore, CA 92530

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and technical competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties

when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, 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.

28. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

CITY OF LAKE ELSINORE:

CONTRACTOR:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business License # \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Attachments: Exhibit A - Scope of Services  
Exhibit B - Fee Schedule  
Exhibit C - Certificate of Exemption For Workers' Compensation Insurance

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF CHARGES