



Notice Requesting Proposals for Specification No. 2024-4006-01

BUILDING & SAFETY, ENGINEERING DEVELOPMENT REVIEW, FIRE PLAN REVIEW AND INSPECTION SERVICES

The City of San Luis Obispo is requesting sealed proposals for plan review and inspection of construction projects necessary to determine compliance with all applicable building, fire and development codes and laws pursuant to Specification No. 2024-4006-01.

All firms interested in receiving further correspondence regarding this Request for Qualifications (RFQ) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before [DATE] when they will be opened publicly in the City Hall Conference Hearing Room, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, specification number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

A pre-proposal conference call will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals. The pre-proposal conference call will take place at the following place and time:

Council Hearing Room  
990 Palm Street, San Luis Obispo  
[DATE]  
1-888-204-5987, Code: 8618289

Specification packages and additional information may be obtained at the City's BidSync website at [www.BidSync.com](http://www.BidSync.com). Please contact Michael Loew at [mloew@slocity.org](mailto:mloew@slocity.org) (805) 781-7572 with any questions.

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## SECTION A: DESCRIPTION OF WORK

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### I. INTRODUCTION

The City of San Luis Obispo (City) wishes to obtain the services of one or more professional governmental consulting firms (Consultant) to provide plan review and field inspection services for projects necessary to determine compliance with all applicable building and fire codes, development standards, City Municipal Codes and state and federal laws. The selected firm(s) will be issued an open purchase order and projects will be assigned by the City's Chief Building Official, Supervising Civil Engineer or Fire Marshal.

### II. DESCRIPTION OF PROJECT

The project, in general, will consist of the examination, analysis, and review of plans for various construction projects within the city in order to determine compliance with all applicable regulations, including but not limited to local building regulations and amendments, as well as the California Building Standards Code (CAC Title 24), comprised of the latest adopted editions of the model codes with State amendments, and the State Housing Law (CAC Title 25) as adopted by the State of California and the City of San Luis Obispo, the California Public Safety Code (CAC Title 19), City Municipal Code regulations and adopted City Engineer/Public Works standards. Dependent upon the scope of each specific project assigned, such plan reviews may consist of an examination of the structural, electrical, mechanical, plumbing, energy conservation, green building measures, fire and life safety, fire protection systems, hazardous materials management plans, grading, drainage to include stormwater and LID design requirements, geotechnical, onsite improvements, right-of-way improvements, and disabled accessibility aspects of the proposed project. Mapping projects may also be submitted for review for compliance with the Subdivision Map Act. The City shall provide the Consultant with copies of code amendments and official code interpretations issued by the Chief Building Official, Supervising Civil Engineer or Fire Marshal.

Bidders may submit proposals for services listed in this specification in whole or in part. Proposals are to provide a clear listing of services proposed under this specification on the technical specification submittal form located in Section F of this specification.

The standard turnaround time for assigned plan reviews shall be 10 working days for the initial check and 5 working days for rechecks, unless otherwise specified by the City. Consultants shall pick up and deliver plans to the department unless alternate arrangements are approved by the City, which may include shipping at the sole expense of the Consultant. **The Consultant should have electronic plan review capabilities and offer these services upon request.**

The Consultant shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.). A California Registered Engineer or Licensed Architect employed by the Consultant shall review the portion of plans that involve engineering design. A Registered Fire Protection Engineer should review projects involving fire suppressions systems or hazardous materials management plans. A Licensed Land Surveyor or qualified Registered Civil Engineer shall review mapping projects for compliance with the Subdivision Map Act.

The project may include providing inspection services. Inspections will include review and interpretation of approved construction documents and inspection of construction for compliance with the various applicable codes (listed under the plan check services above). Inspections may include

investigation of construction performed without a permit to determine appropriate enforcement action required to correct any violations that may exist including violations of City Municipal Code Title 15 and Title 17 violations.

The Consultant shall utilize employees to perform inspections who are certified as required either by the International Code Council, California Association of Code Enforcement Officers or American Public Works Association and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.).

Projects shall be assigned at the sole discretion of the Chief Building Official, Supervising Civil Engineer or Fire Marshal. The City may use its own employees and/or other independent Consultants to perform plan reviews in addition to any such work assigned to Consultant. The volume of plan reviews is dependent upon economic conditions that are outside the control of the City. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to a Consultant within any given time period.

In the course of the plan review process, the Consultant shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Chief Building Official, Supervising Civil Engineer or Fire Marshal, and shall act in the interests of the City and the citizens of San Luis Obispo. Consultants shall provide no services for any private client within the corporate boundaries of the City during the contract period.

## SECTION B: GENERAL TERMS AND CONDITIONS

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### PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Qualifications (RFQ) specification package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFQ specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronic, please send your bid copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
  - a. The insurance carrier and its A.M. Best rating.
  - b. Scope of coverage and limits.
  - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.
7. **Cooperative Purchasing.** During the term of the contract, the successful proposer will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful proposer.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

#### **CONTRACT AWARD AND EXECUTION**

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will

provide, in a timely manner, all information that the City deems necessary to make such a decision.

11. **Contract Requirement.** The proposer to whom award is made (Consultant) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Consultant must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

#### **CONTRACT PERFORMANCE**

14. **Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
17. **Permits and Licenses.** The Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
18. **Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
19. **Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

21. **Immigration Act of 1986.** The Consultant warrants on behalf of itself and all subconsultants engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Consultant Non-Discrimination.** In the performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, gender, gender expression, national origin (ancestry), disability, military status, marital status, sexual orientation, or religion (creed) of such persons.
23. **Work Delays.** Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Consultant (Net 30).
25. **Inspection.** The Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Consultant in preparing its invoices to City as a condition precedent to any payment to Consultant.
27. **Interests of Consultant.** The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no subconsultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Consultant shall at all times be deemed an independent consultant and not an agent or employee of the City.
28. **Hold Harmless and Indemnification.**
  - (a) Non-design, non-construction Professional Services: To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall

indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) Non-design, construction Professional Services: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) Design Professional Services: In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.



(d) The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

29. **Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination.** If, during the term of the contract, the City determines that the Consultant is not faithfully abiding by any term or condition contained herein, the City may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

## SECTION C: SPECIAL TERMS AND CONDITIONS

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1. Proposal Content. Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three municipalities for whom you have provided similar services.
- d. Completion of the Technical Specification Sheet and Proposal Submittal Form.

Qualifications

- e. Experience of your firm in performing similar services.
- f. Education, training, experience, professional registration and certification of the principal and of staff members who will be involved in the projects. Include resumes of the individuals who would be assigned to projects, including any sub-contractors.
- g. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.
- h. Any additional capabilities of the firm or optional services that may be offered (e.g. NPDES services, CASp services), which supplement the scope of the specification description.

Work Program

- i. A brief narrative of the processes that will be employed to accomplish the specification including a discussion of the quality control measures.
- j. Proposed Plan Review turn-around times.
- k. Any other information that would assist us in making this contract award decision.

Compensation

- l. Proposed compensation shall be delineated on the Proposal Submittal Form provided with this RFQ.
- m. A standard hourly billing rate for the assigned plan reviews.

Proposal Length and Copies

- n. Proposals should not exceed 50 pages, including attachments and supplemental materials.
- o. Six copies of the proposal must be submitted.

2. Proposal Evaluation and Consultant Selection. Proposals will be evaluated by a review committee based on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.

- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Proposed approach in completing the work.
- f. References.
- g. Background and experience of the specific individuals to be assigned to projects.
- h. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- 3. Proposal Review and Award Schedule. The following is an outline of the anticipated schedule for proposal review and contract award:

- |  |        |
|--|--------|
| a. Issue RFQ   | [date] |
| b. Pre-Proposal Conference (optional)                      | [date] |
| c. Receive proposals                                       | [date] |
| d. Complete proposal evaluations                           | [date] |
| e. Conduct finalist interviews and finalize recommendation | [date] |
| f. Execute contract  | [date] |
| g. Start work  | [date] |

- 4. Pre-Proposal Conference. An optional pre-proposal conference will be held at the following location, date, and time to answer any questions that prospective bidders may have regarding this RFQ:

[date]

Community Development Department  
 919 Palm Street, San Luis Obispo, CA 93401

Participants may contact Michael Loew, Chief Building Official by email at [mloew@slocity.org](mailto:mloew@slocity.org) log-in information for the conference call, to be available at least 24 hours in advance.

- 5. Ownership of Materials. All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
- 6. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
- 7. Copies of Reports and Information. If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

8. Required Deliverable Products. The Consultant will be required to provide:

- a. One electronic submission - digital-ready original .pdf of all final documents. If Consultant wishes to file a paper copy, it must be submitted in a sealed envelope to the address provided in the RFQ.
- b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff

- c. City staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will be required to respond to staff comments and make such changes as deemed appropriate.

*ALTERNATIVE PROPOSALS*

- 9. Alternative Proposals. The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's specification objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
- 10. Attendance at Meetings and Hearings. When requested, the Consultant will attend public meetings to present and discuss its findings and recommendations. Compensation for attendance will be at the hourly rate.
- 11. Accuracy of RFQ. This specification is believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subconsultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subconsultants to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects

or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the specification's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Consultant shall immediately notify the City in writing, and the Consultant and all subconsultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

#### SECTION D: FORM OF AGREEMENT

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#### AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

#### WITNESSETH:

WHEREAS, on [date], City requested proposals for building & safety, engineering development review, fire plan review and inspection services per Specification No. 2024-4006-01

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by City for said services;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be for five years from the date this Agreement is made and entered, as first written above.

2. INCORPORATION BY REFERENCE. City Specification No. 2024-4006-01 and Consultant's proposal dated [date], are hereby incorporated in and made a part of this Agreement. To the extent that there are any conflicts between the City's specification and this Agreement and the Consultant's proposal, the terms of the City's specification and this Agreement shall prevail, unless specifically agreed otherwise in writing signed by both parties.

4. INSURANCE: Consultant shall procure and maintain insurance as described in SECTION E.
5. STARTANDCOMPLETIONOFWORK. Work on this project shall begin within five calendar days after contract execution. Individual projects shall be completed in accordance with approved project schedules.
6. CONTRACT TERM FOR ON-CALL SERVICE CONTRACTS. The interim services requested will be contracted for by the City on as needed basis and as requested in writing by the City. The City reserves the right to use other contractors for the same or similar services or to request proposals for similar services as needed while Consultant provides services.
7. WORK DELAYS. Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
8. TERMINATION. If, during the term of the contract, the City determines that the Consultant is not faithfully abiding by any term or condition contained herein, or the Consultant's work is determined to be deficient, the City may notify the Consultant in writing of such defect or failure to perform. This notice will give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that the proposed work is not feasible due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Consultant will be paid compensation due and payable to the date of termination.

9. ABILITY TO PERFORM. The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

10. SUB-CONTRACT PROVISIONS. No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City. Any substitution of sub-consultants must be approved in writing by the City. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.

11. CONTRACT ASSIGNMENT. The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

12. INSPECTION. The Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.

13. RECORD RETENTION AND AUDIT. For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. For Federally funded projects, access to records shall also include authorized representatives of the State and Federal government. Copies shall be furnished if requested.

14. CONFLICT OF INTEREST. The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing

construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing construction project which will follow.

The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Consultant shall at all times be deemed an independent Consultant and not an agent or employee of the City.

15. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

16. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

17. COMPLIANCE WITH LAWS AND WAGE RATES. The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.

18. PAYMENT OF TAXES. The contract prices shall include full compensation for all taxes that the Consultant is required to pay.

19. PERMITS, LICENSES AND FILING FEES. the consultant shall obtain a city business registration and pay the appropriate fees.

20. SAFETY PROVISIONS. The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

21. IMMIGRATION ACT OF 1986. The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United



States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

22. CONSULTANT NON-DISCRIMINATION. In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

23. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

24. NON-EXCLUSIVE CONTRACT. The City reserves the right to contract for the services listed in this proposal from other consultants during the contract term.

25. CONSULTANT ENDORSEMENT. Technical reports, plans and specifications shall be stamped and signed by the Consultant where required.

26. OWNERSHIP OF MATERIALS. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process.

27. RELEASE OF REPORTS AND INFORMATION. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City’s written permission.

28. CONSULTANT INVOICES. The Consultant shall deliver a monthly invoice to the City, itemized by project title, plan check number and address. Invoice must include a breakdown of charges by assigned project.

29. PAYMENT. For providing services as specified in this Agreement, City will pay and Consultant shall receive therefore compensation in a total sum not to exceed the individual agreed upon project fee.

Charges shall be based on those quoted in the proposal. Charges for plan review shall be based on the percentage of the City plan review fee as stipulated in the proposal, unless the City explicitly assigns the project on an hourly basis. Charges for inspection services shall be based on the hourly rate as stipulated in the proposal, unless the City explicitly assigns the project on a percentage basis.

30. PAYMENT TERMS. The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Consultant (Net 30).

31. RESOLUTION OF DISPUTES. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Project Manager and the City Director of Community Development, who may consider written or verbal information submitted by the Consultant. Not later than thirty days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Consultant may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Fiscal Officer. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Fiscal Officer of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the consultant from full and timely performance in accordance with the terms of this contract.

32. AGREEMENT PARTIES.

<b>City:</b>	City Clerk	Consultant: FIRM NAME
	City of San Luis Obispo	Attn: Principal authorized to
	990 Palm Street	sign
	San Luis Obispo, CA 93401	Address

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

33. INCORPORATION BY REFERENCE. Consultant's letter proposal dated [date] is hereby incorporated in and made a part of this Agreement.

34. AMENDMENTS. Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Community Development Director.

35. WORKING OUT OF SCOPE. If, at any time during the project, the consultant is directed to do work by persons other than the City Project Manager and the Consultant believes that the work is outside of the scope of the original contract, the Consultant shall inform the Project Manager immediately. If the Project Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the project, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the City and the Consultant. Any extra work performed by Consultant without prior written approval from the City Project Manager shall be at Consultant's own expense.

36. COMPLETE AGREEMENT. This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Consultant agrees with City to do everything required by this Agreement, the said specification and incorporated documents. Failure by the Consultant to carry out the requirements of this Agreement is a material breach of this agreement which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

37. AUTHORITY TO EXECUTE AGREEMENT. Both City and Consultant do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

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

CONSULTANT:

By: \_\_\_\_\_  
Name of CAO / President  
Its: CAO / President

## SECTION E: INSURANCE REQUIREMENTS

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### *Consultant Services*

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this specification, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

**SECTION F: PROPOSAL SUBMITTAL FORMS**

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The undersigned declares that she or he has carefully examined Specification No. 2024-4006-01 which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

PROPOSAL ITEM: Building, Engineering Development Review, and Fire Plan Review and Inspection Services

Consultant Fee as a Percentage of Building Plan Check Fee	%
Consultant Fee as a Percentage of Fire Plan Check & Inspection Fee	%
Consultant Fee as a Percentage of Engineering Development Review Plan Check Fee	%
Structural Only Plan Review as a Percentage of the Building Plan Check Fee	%
Hourly Building Plan Review Fee	\$
Hourly Fire Plan Review Fee	\$
Hourly Engineering Plan Review Fee	\$
Inspection Services upon request — Hourly Rate- Building	\$
CASp Services upon request — Hourly Rate	\$
Inspection Services upon request — Hourly Rate- Code	\$
Inspection Services upon request — Hourly Rate- Fire	\$
Inspection Services upon request — Hourly Rate- Engineering	\$
Inspection Services upon request — Hourly Rate- Stormwater/NPDES	\$

0 Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_

*Firm Name and Address*

<i>Contact</i>	<i>Phone</i>

*Signature of Authorized Representative*

**Date**

**TECHNICAL SPECIFICATION SUBMITTAL FORM:**

The City is requesting proposals for Building, Engineering Development Review, and Fire Plan Review Services based on the following Technical Specifications.

**TECHNICAL SPECIFICATIONS — Building, Engineering Development Review, and Fire Plan Review Services**

*Instructions: Complete the right-hand column indicating that the specification is acceptable or explaining an exception that you are proposing. Failure to complete the right-hand column may invalidate the proposal.*

	SPECIFICATIONS	Acceptable / Exceptions
1.	Provide plan reviews of construction projects necessary to determine compliance with all applicable building and fire codes, engineering standards, and applicable laws.	
2.	<p><u>SCOPE</u></p> <p>A. Project, in general will consist of the examination, analysis, and review of plans for various construction projects within the City in order to determine compliance with all applicable construction regulations, including but not limited to local building regulations and amendments, as well as the California Building Standards Code (CAC Title 24), comprised of the latest adopted editions of the model codes with State amendments, and the State Housing Law (CAC Title 25) as adopted by the State of California and the City of San Luis Obispo. Dependent upon each specific project assigned, such plan reviews may consist of an examination of the structural, electrical, mechanical, plumbing, energy conservation, green building measures, fire and life safety, fire protection systems, hazardous materials management plans, grading, drainage to include stormwater and LID design requirements, geotechnical, onsite improvement, right-of-way improvements, and disabled accessibility features of the proposed project. Mapping projects may also be submitted for review for compliance with the Subdivision Map Act.</p>	

The City shall provide the consultant with copies of code amendments and official code interpretations issued by the Building Official, Supervising Civil Engineer or Fire Marshal. Related consultant services such as the availability of certified inspection staff and/or a Certified Access Specialist (CAsp) pursuant to SB 1608 is highly desirable.

B. In regards to projects assigned by the Supervising Civil Engineer, improvement plan review will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Evaluates plans and specifications for a variety of private development projects; reviews the work of contract professional and technical staff and coordinates their work with that of other city departments, outside agencies, contractors and consultants.
- Grading Plans including mass grading, rough grading and precise grading plans
- Street Improvement Plans including street widening, rehabilitation and new street plans
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports
- Traffic Plans including signing and striping plans, traffic detour, staging, site plans and signal plans
- Engineer's Cost Estimate for the related items of work for bonding purposes
- Engineer's Reports including but not limited to: Dust Control Plans, Storm Water Pollution, Low Impact development and Best Practices, Traffic Impact Studies, and Hydrology Studies
- Prevention Plans, and Special Traffic Reports

The tasks of the plan checker include:

- To check for design conformance to:
  - o The approved Tentative Map
  - o Related Specific Plans
  - o General Plan and City Ordinances
  - o Conditions of Approval
  - o City Standards
  - o ADA/Accessibility Standards
  - o The City's Subdivision Plan Check List
  - o Other Agency Requirements such as APCD, County of San Luis Obispo and CalTrans
- To review plans for sound engineering practices.
- To check for accuracy of design in conformance with the City's most current Plan Check List.

	<ul style="list-style-type: none"> <li>• To check general mathematics and design criteria.</li> <li>• To call for redesign of any portion of plans that: <ul style="list-style-type: none"> <li>o Will not function due to poor engineering.</li> <li>o Is not consistent with the Approved Tentative Map or Conditions of Approval.</li> <li>o Will be potentially unsafe to the public.</li> <li>o Impractical to construct</li> </ul> </li> </ul> <p>C. Inspections will include review and interpretation of approved construction documents and inspection of construction for compliance with the various applicable codes (listed under the plan check services above). Inspections may include investigation of construction performed without a permit to determine appropriate enforcement action required to correct any violations that may exist including violations of City Municipal Code Title 15 and Title 17 violations.</p>	
3.	<p><u>REQUIREMENTS</u></p> <p>A. Consultant shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council (ICC) and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.). Consultant shall utilize employees to perform inspections who are certified as required either by the International Code Council, California Association of Code Enforcement Officers or American Public Works Association and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.).</p> <p>B. A California Registered Engineer or Licensed Architect employed by the Consultant shall review the portion of plans that involve Engineering design. A Registered Fire Protection Engineer shall review projects involving fire protection systems or hazardous materials management plans. A Licensed Land Surveyor or qualified Registered Civil Engineer shall review mapping projects for compliance with the California Subdivision Map Act.</p> <p>C. The standard turn-around time for assigned plan reviews shall be 10 (ten) working days for the initial review and 5 (five) working days for rechecks. Consultants shall pick up and deliver plans <u>daily</u> to the Department unless the Building Official, Fire Marshal, or Supervising Civil Engineer approves alternate arrangements. An overnight courier or postal service may be used by the Consultant at their expense.</p> <p>D. Projects shall be assigned at the sole discretion of the Building Official, Fire Marshal, or Supervising Civil Engineer. The City may use its own employee and/or other independent Consultants to perform plan reviews in addition to any such work assigned to Consultant. The volume of plan reviews is dependent upon economic conditions that are outside the</p>	



	<p>control of the City. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to a Consultant within any given time period.</p> <p>E. In the course of the plan review process, the Consultant shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Building Official, Fire Marshal or City Engineer, and shall act in the interest of the City and the citizens of San Luis Obispo. Consultants shall provide no services for any private client within the corporate boundaries of the City during the contract period.</p> <p>F. Consultant shall have electronic plan review capabilities and offer these services upon request.</p>	
4.	<p><u>COMPENSATION</u></p> <p>A. Proposals shall include the consultant's expected compensation expressed as a <u>percentage</u> of the City's plan review fee as determined in accordance with the attached Schedule of Fees (Attachment A). The proposals should also include the consultant's expected compensation for <u>structural only</u> plan reviews as a percentage of the City's plan review fee.</p> <p>The consultant's plan review fee shall be considered the full compensation for all plan review performed through the second recheck. Thereafter, the consultant may charge any additional plan review time at their agreed upon hourly rate if the base plan review fee is not adequate to cover the consultant's cost for the review.</p> <p>B. Projects not assigned a plan check fee by the Building Official, Fire Marshal or Supervising Civil Engineer are to be billed by the consultant to the City based on the hourly rate and the actual plan check time in one-half hour increments. The consultant's current accumulated plan review hours, to be billable, must be specified on each transmittal sheet accompanying the plans. The final transmittal sheet accompanying the approved plans must indicate the total accumulated hours. Hours not indicated on the transmittal sheets shall not be billable and will not be paid by the City.</p> <p>C. The Building Official, Fire Marshal or Supervising Civil Engineer may assign any plan review at an hourly rate rather than based on a percentage of fees at his/her sole discretion.</p> <p>D. The hourly rate for on-call Building inspection services shall be specified.</p>	

<p>E. The hourly rate for on-call Code inspection services shall be specified.</p> <p>F. The hourly rate for on-call Fire inspection services shall be specified.</p> <p>G. The hourly rate for on-call Engineering inspection services shall be specified.</p> <p>H. The hourly rate for on-call Stormwater/NPDES inspection services shall be specified.</p> <p>1. The hourly rate for CASp services, if available, shall be specified.</p> <p>J. The Consultant shall invoice each applicable department for services rendered on a monthly basis.</p>	
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QUESTIONS REGARDING TECHNICAL ASPECTS OF THIS RFQ SHOULD BE DIRECTED TO THE TECHNICAL AUTHORITY LISTED BELOW.

Michael Loew, Chief Building Official  
(805) 781-7157 [mloew@slocity.org](mailto:mloew@slocity.org)

REFERENCES:

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_\_\_\_\_

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
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Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

■ Do you have any disqualification as described in the above paragraph to declare?

Yes Q

No Q

■ If yes, explain the circumstances.


Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Proposer Representative

**SECTION G: SCHEDULE OF PLAN CHECK AND INSPECTION FEES**

1. Schedule of Plan Check and Inspection Fees- See Attachment A

Note: It is City policy to adjust the fees attached on an annual basis based on the CPI. Any other adjustments to the fees made by the City during the term of this contract will be subject to negotiation with the selected consultant for the scope of work to be assigned at that time

SECTION H: PROPOSERS LIST

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Business Name  
Contact Name  
Address  
City, State and Zip Code  
Phone No.  
Fax No.

Business Name  
Contact Name  
Address  
City, State and Zip Code  
Phone No.  
Fax No.

Business Name  
Contact Name  
Address  
City, State and Zip Code  
Phone No.  
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Contact Name  
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Phone No.  
Fax No.

Business Name  
Contact Name  
Address  
City, State and Zip Code  
Phone No.  
Fax No.

Business Name  
Contact Name  
Address  
City, State and Zip Code  
Phone No.  
Fax No.

*NOTE: Not to be included with Bidder's Package when mailed or handed out. This should be included and referenced as an attachment to the Council Agenda Report or City Manager Report.*