



City of
Los Banos
At the Crossroads of California

**REQUEST FOR PROPOSAL
FOR
BUILDING AND SAFETY SERVICES
(Certified Professional Building Official, Building Permit Processing,
Building Inspections and Plan Check Services)**

City of Los Banos
520 J Street
Los Banos, CA 93635
(209) 827-7000

Release Date
February 10, 2021

Deadline for Submissions
March 10, 2021 at 4:00 P.M.

A. Introduction

The City of Los Banos ("City") is requesting proposals from qualified firms to provide building and safety services including a Certified Building Official, building permit processing, building inspection, and plan check, and public counter services. The selected firm will provide turnkey building and safety services under the direction of the City's Fire Chief. It is the City's intent to choose one (1) firm to provide all of the requested services.

Proposers are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Late proposals will not be considered. Proposals must be received no later than **4:00 p.m., Wednesday March 10, 2021** at the following address:

City of Los Banos
Attn: Lucille L. Mallonee, City Clerk
520 J Street
Los Banos, CA 93635

An original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and five (5) duplicates are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package.**

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to reject all proposals and to waive any irregularity, informality or error in any proposal or in the RFP process or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including but not limited to the scope of work, can be made only by written addendum issued by the City. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The successful proposer will be required to enter into the City's form Professional Services Agreement, which will include the requirements of this RFP, as well as other requirements. By submitting a proposal, the proposer agrees to all of the terms of the RFP and Professional Services Agreement, unless exceptions to such are stated by the proposer in its proposal. The City reserves the right to enter into negotiations with the successful proposer to consider requested exceptions or changes to the Agreement or the RFP. The successful proposer that is awarded the contract will be required to apply for and obtain a business license in accordance with the Los Banos Municipal Code.

The contract award, if any, will be made to the firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City. Cost alone shall not be the determining factor.

Questions regarding this RFP are to be directed by e-mail to: Mason Hurley, Fire Chief, at mason.hurley@losbanos.org for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addenda to be posted on the City web site. Prospective proposers are responsible for checking the City web site for addenda.

B. About the City

The City of Los Banos, population 42,000 is situated on the west side of Merced County and is the county's second largest City. The City is conveniently located in the center of California and is about two hours from the cities of San Francisco, Oakland and Sacramento, as well as Yosemite National Park. The City is organized into departments that provide a full range of municipal services, including police, fire, public works, community and economic development and administration.

The City of Los Banos operates under the Council-Manager form of government, with the five member City Council comprised of four Council Members elected by district with overlapping terms of four years and a Mayor elected at large for a term of two years. The City Council appoints the City Manager and City Attorney. The City is also served by a City Treasurer and City Clerk, both of whom are elected officials. The City's 2020-2021 adopted General Fund budget is \$18.8 million, and the total City budget is \$59.5 million.

The City has utilized contract services to perform building and safety services the past twenty years plus. The current contract will expire in June 30, 2021.

Over the past five years, the Building Division has seen historically high levels of activity through the current economic cycle with several major development projects at various stages in the pipeline. Permit activity for the past five years is included below:

Year	2020	2019	2018	2017	2016
# of Building Permits	1086	1792	1401	1500	1736
# of Plan Checks	1365	1865	1381	1471	1681

The City will provide only the following office space and equipment for use in performing the building and safety services:

1. Use of office space at City Hall including a common work area and one private office and one private storage/file space.
2. City phone lines and internet availability.

C. Proposal Calendar

The following is a list of key dates up to, and including, the tentative contract award:

<u>Date</u>	<u>Activity</u>
February 10, 2021	Request for Proposal issued
March 3, 2021	Deadline for submitting questions
March 5, 2021	Last day for posted Addendum
March 10, 2021	Due date for Proposals (due by 4:00 p.m.)
April 1-10, 2021	Oral Interviews (optional/conducted at City's discretion)
May 14, 2021	Complete Negotiations
June 2, 2021	Contract awarded by City Council

D. Proposal Format

To be considered for selection, submit the following information in keeping with the following format and by identifying each item by number and letter:

1. Letter of Introduction

- a. Briefly describe the firm; and the name, address, e-mail, and phone number of the contact person as well as a summary of the understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the respondent's firm authorized to bind the firm to all commitments made in the proposal. The letter shall contain a statement indicating that the proposal, including the pricing contained therein, constitutes a firm offer for a period of not less than ninety (90) days from the proposal due date.

2. Experience and Qualifications

- a. Provide a brief description of your firm and a statement of the firm's qualifications for performing the subject services. Include the type of organization (partnership, corporation, etc.) and the number of employees.
- b. Discuss the qualifications and experience of the proposed consultant team and include an organization chart showing functional and reporting relationships within the proposed team. Outline the experience and qualifications of the proposed building Official and key management and/or supervisory personnel.
- c. Provide a clear conceptual plan that addresses all items set forth in the scope of services in the order in which they appear in the scope of services section of this RFP. Include any additional services that you believe are appropriate for the City to consider. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the

resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated. Describe the availability of proposed personnel and overall firm capabilities to meet additional needs of the City as required. Describe the computer software system proposed and its capabilities.

- d. Describe the firm's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects and/or tasks within the proposed time frames.

3. Previous Relevant Projects and References

- a. If applicable, provide up to four (4) references from clients, preferably California agencies, for whom your firm provided similar services within the last three (3) years. The references should identify the client, a contact name and telephone number, a description of the services provided and the location where the service was performed.
- b. List all public agencies for which contracts with your firm were terminated in the last five years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

4. Conflict of Interest Statement

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

5. Comments on or Requested Changes to Contract

The City standard professional services contract is included as **Attachment B** to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

6. Proposed Fee Structure

- a. Fee Structure for building permit processing, plan checking, and inspection services.
 - i. This section shall detail the proposed structure for compensation for services provided. Indicate fee as a percentage of the City's collected permit fees. Proposed fee structure should be based on City's Building Fee Schedule. **See Attachment A.**
 - ii. Provide a schedule of hourly rates for compensation for services provided not otherwise included in the percentage fee.
 - iii. Provide a schedule of additional charges for incidental expenses not otherwise included in the percentage fee or hourly rates.

Note: Fees for services will not be the principal factor in determining the best proposal, but will be considered as one element of the proposal.

E. Scope of Work

The Final Scope of Work, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. BUILDING DIVISION ADMINISTRATION

- a. Consultant shall provide an ICC Certified Building Official. The Building Official shall be responsible for the daily administration of the Building Division activities, and shall perform the following services, including but not limited to:
 - i. Function as the Building Official as set forth in the California Building Code, in other City adopted building codes and ordinances, and as specified in Federal and State law.
 - ii. Issue Certificates of Use and Occupancy for buildings and structures.
 - iii. Manage, coordinate and oversee the building permit and plan check, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
 - iv. Maintain, amend and develop ordinances and regulations necessary to the implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
 - v. Make determination on the approval and use of alternative materials and methods of construction.
 - vi. Process and prepare Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters. Attend City Council, Planning Commission and other meetings as directed.
 - vii. Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
 - viii. Make final interpretations concerning the application of building and safety codes.
 - ix. Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.

- x. Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date.
 - xi. Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
 - xii. Ensure all building related activity is entered into a city accessible permit tracking system in an accurate, complete and timely manner.
- b. Consultant shall provide to the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

2. BUILDING PLAN CHECK SERVICES

- a. Provide an ICC Certified Plans Examiner to be available at the Building Division Counter.
 - i. Manage, coordinate and oversee the building permit and plan check, building inspection, building counter and building code enforcement processes in the absence of the Building Official.
 - ii. Perform over-the-counter plan checks.
 - iii. Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.
 - iv. Perform building plan checks.
 - v. Assist in more difficult inspections, in addition to other duties as assigned.
- b. Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by Consultant at the City's offices may be plan checked at the Consultant's local office.
- c. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
- d. Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated

Building Codes and any applicable adopted local amendment, State of California codes or regulations.

- e. Review and approve building/structural revisions to plans required during construction.
- f. Calculate building permit and plan check fees, and review permit issuance.
- g. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Los Banos Fire Department and the Environmental Health Department of the County of Merced. This also includes Building Division review, comment and provision of “conditions of approval” for site plans and building plans as part of discretionary planning applications.
- h. Provide expedited plan check when requested by the City.

3. BUILDING INSPECTION SERVICES

- a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances.
- b. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.
- c. Inspect for compliance with conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council.
- d. Coordinate with various City and County agencies and departments, including but not limited to the Los Banos Fire Department, Environmental Health Department of the County of Merced and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations.
- e. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- f. During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.
- g. Provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and duties.
- h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- i. Input daily inspection information into a permit tracking system that is accessible to City staff.

4. BUILDING CODE ENFORCEMENT

- a. Provide inspection, investigation, and enforcement for violations to all the above referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues, such as various sections of the City's Noise and Nuisance Abatement Ordinances.
- b. During inspections, prepare, document and issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.
- c. Prepare inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.

5. BUILDING COUNTER OPERATIONS

- a. Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications.
- b. Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.
- c. Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.
- d. Provide public information regarding building permit applications, plan check and inspection services and related matters.
- e. Identify and collect all required fees for building permit applications and other Building Division services. Facilitate the collection of fees from other department and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.
- f. Establish, maintain and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by the City.

F. Maximum Service Delivery Timeframes

The City has established “Maximum Timeframes” for the delivery of Building Inspections and Plan Check Services. The consultant shall provide adequate personnel, based on the level of development activity within the City at any given time, to ensure that the following timeframes are met.

a. Standard Turn-Around Times:

- Residential - 10 Business Days*
- Master Plans/Commercial/Industrial – 15 Business Days*
- Commercial Tenant Improvements – 15 Business Days*
- All Rechecks – 10 Business Days
- * **Exceptions of Holidays and Weekends**
- * **Times given may vary depending upon complexity of project**

b. Expedited/Fast Track Turn-Around Times:

- Residential – 5 Business Days*
- Master Plans/Commercial/Industrial – 5 Business Days*
- Commercial Tenant Improvements – 5 Business Days*
- All Rechecks – 5 Business Days*
- * **Exceptions of Holidays and Weekends**
- * **Times given may vary depending upon complexity of project.**

c. Building Inspections - 1 Business Day.

G. Qualification/Inspection/Interviews

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Firm’s facilities, products, personnel, and organization at any time, or to take any other action necessary to determine the firm’s ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

H. Proposal Evaluation and Award

Evaluation will be made on the basis of the criteria noted below. A recommendation of award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City. The City will attempt to negotiate an agreement with the highest ranking firm to provide the specified services. If these negotiations are unsuccessful, the City reserves the right to discontinue negotiations and commence negotiations with the next highest ranking consultant. Nothing herein shall obligate the City to award a contract to any responding firm.

1. Proposed Personnel - qualifications, professional experience and skills of the firm overall and in particular the proposed team members.

2. Ability to meet the requirements of the scope of services and maximum service delivery timelines through an efficient and effective allocation of resources.
3. Client References – Performance on similar projects based on input from references. The City also reserves the right to contact the clients that terminated contracts with the firm as listed in the firm's submittal.
4. Proposed Fee Structure / Cost of Services
5. Completeness of the proposal submitted and responsiveness to the RFP.
6. Ability to comply with the City's standard professional services agreement.

All interested parties are encouraged to submit proposals to the RPF, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Proposer's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best firm according to the City's criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award.

I. General

1. Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.
2. Any proposal may be withdrawn or modified by a written request signed by the proposer and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline has passed, firms are obligated to fulfill the terms of their proposal.
3. The City will NOT be responsible for any costs incurred by any proposer in the preparation or submittal of their respective proposal.
4. The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. All questions shall be submitted in writing to Mason Hurley, Fire Chief, at mason.hurley@losbanos.org. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Proposer accepting verbal directions. Any explanation desired by a Proposer must be requested of the City representative in writing not later than March 3, 2021 at 5:00 p.m. and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be posted on the City website at www.losbanos.org on or before March 5, 2021.
5. Proposer's attention is drawn to the fact that all proposal documents submitted are subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). Information contained in the proposals may be made public after the review process has been

completed, negotiations have concluded and a recommendation for award has been officially place on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.

6. The City reserves the right to request additional information and/or clarification from any or all Proposers.

7. The City reserves the right to reject any and all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City reserves the right to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

8. The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

9. Each Proposer certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Proposer certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Proposer, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Proposers. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding Proposer has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Proposer is believed to have interest.

10. By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

ATTACHMENT A

CITY OF LOS BANOS BUILDING FEES SCHEDULE

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City of Los Banos

User Fee Schedule

Building				
#	Description	Unit	Notes	Fee
Other Inspections and Fees				
1	Inspections outside of normal business hours (Minimum charge 2 hours)	Per Hour		\$200.00
2	Reinspection fees assessed under provisions of California Building Code	Per Hour		\$100.00
3	Inspections for which no fee is specifically indicated (Minimum charge 1/2 hour)	Per Hour		\$100.00
4	Additional plan review required by changes, additions or revisions to plans (Minimum charge 1/2 hour)	Per Hour		\$100.00
5	For use of outside consultants for plan checking and inspections, or both		Or the total cost to the jurisdiction, whichever is the greatest. Actual costs include administrative and overhead costs	Actual Cost
Other Inspections and Fees				
6	Inspections outside of normal business hours (Min. Charge - 2 hours)	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$200.00
7	Reinspection fees assessed under provisions of California Building Code	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$100.00
8	Inspections for which no fee is specifically indicated (Min. Charge 1/2 hour)	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$100.00
9	Additional plan review required by change, additions or revisions to plans for which an initial review has been completed (min, charge 1/2 hour)	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$100.00
Other Inspection and Fees				
10	Inspections outside of normal business hours (Min. Charge - 2 hours)	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$200.00
11	Reinspection fees assessed under provisions of California Building Code	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$100.00
12	Inspections for which no fee is specifically indicated (Min. Charge 1/2 hour)	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$100.00
13	Additional plan review required by change, additions or revisions to plans for which an initial review has been completed (min, charge 1/2 hour)	Per Hour	Or the total hourly cost to the jurisdiction, whichever is the greatest	\$100.00
Other Inspection and Fees				

City of Los Banos

User Fee Schedule

Building				
#	Description	Unit	Notes	Fee
14	Inspections outside of normal business hours (Min. Charge - 2 hours)	Per hourly	The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project. Or the total hourly cost to the jurisdiction, whichever is the greatest	\$200.00
15	Reinspection fees assessed under provisions of California Building Code	Per Inspections	The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project	\$100.00
16	Inspections for which no fee is specifically indicated (Min. Charge 1/2 hour)			\$100.00
	SMOT (Strong Motion Instrumentation & Seismic Hazard Mapping Fee)			
17	Category 1 Construction 0 to 3 Story Residential		The fee amount can be calculated from the permit valuation amount using the formula	(Valuation Amount) X 0.00013
18	Category 2 Construction - Commercial		The fee amount can be calculated from the permit valuation amount using the formula	(Valuation Amount) X 0.00028
	Green Fees Valuation			
19	\$1 - 25,000			\$1.00
20	\$25,001 - 50,000			\$2.00
21	\$50,001 - 75,000			\$3.00
22	\$75,001 - 100,000			\$4.00
23	\$100,001 - 125,000			\$5.00
24	\$125,001 - 150,000			\$6.00
25	\$150,001 - 175,000			\$7.00
26	\$175,001 - 200,000			\$8.00
27	\$200,001 - 225,000			\$9.00
28	\$225,001 - 250,000			\$10.00
29	\$250,001 - 275,000			\$11.00
30	\$275,001 - 300,000			\$12.00
31	\$300,001 - 325,000			\$13.00
32	\$325,001 - 350,000			\$14.00
33	\$350,001 - 375,000			\$15.00
34	\$375,001 - 400,000			\$16.00
35	\$400,001 - 425,000			\$17.00
36	\$425,001 - 450,000			\$18.00
37	\$450,001 - 475,000			\$19.00
38	\$475,001 - 500,000			\$20.00
39	\$500,001 - 525,000			\$21.00

City of Los Banos

User Fee Schedule

Building				
#	Description	Unit	Notes	Fee
40	\$525,001 - 550,000			\$22.00
41	\$550,001 - 575,000			\$23.00
42	\$575,001 - 600,000			\$24.00
43	\$601,001 - 625,000			\$25.00
44	\$625,001 - 650,000			\$26.00
45	\$650,001 - 675,000			\$27.00
46	\$675,001 - 700,000			\$28.00
47	\$700,001 - 725,000			\$29.00
48	\$725,001 - 750,000			\$30.00
49	\$750,001 - 775,000			\$31.00
50	\$775,001 - 800,000			\$32.00
51	\$800,001 - 825,000			\$33.00
52	\$825,001 - 850,000			\$34.00
53	\$850,001 - 875,000			\$45.00
54	\$875,001 - 900,000			\$36.00
55	\$900,001 - 925,000			\$37.00
56	\$925,001 - 950,000			\$38.00
57	\$950,001 - 975,00			\$39.00
58	\$975,001 - 1,000,000			\$40.00
Permit Fees				
59	Residential Permit Issuance Fee	Each	Per discipline	\$100.00
60	Non-Residential Permit Issuance Fee	Each		\$100.00
61	Reinspection Fee		Initial deposit required based on T&M	\$100.00
62	Work done without permit			2 x Permit Fee
63	Plan check Fee		When Required	65% of Permit Fee
64	Demolition permits			\$100.00
65	Outdoor Sales or Temporary Events			\$61.97
Building Permit - Residential and Non-Residential				
66	Up to \$10,000		Valuation Based per square foot multiplier in the latest edition of the "ICC Building Safety Journal".	\$115.00
67	\$10,001 to \$50,000		Valuation Based, or Permit Issuance Fee (whichever is greater)	0.95% of project Valuation
68	\$50,001 - \$250,000		Valuation Based	0.90% of project Valuation
69	\$250,001 - \$500,000		Valuation Based	0.85% of project Valuation
70	\$500,001 - \$1,000,000		Valuation Based	0.80% of project Valuation

City of Los Banos

User Fee Schedule

Building				
#	Description	Unit	Notes	Fee
71	\$1,000,001 and up		Valuation Based	0.75% of project Valuation
Plumbing Fees				
72	Plumbing Permit			15% of Building Permit Fee
Mechanical Fees				
73	Mechanical Permit			15% of Building Permit Fee
Electrical Fees				
74	Electrical Permit			30% of Building Permit Fee
Solar Energy Fees				
75	Residential - Under 10kW	each	Plus plan check fee	\$194.00 plus plan check fee
76	Residential - 10.1kW to 15kW	each	Plus plan check fee	\$194.00 plus \$21.80 per kW above 10.1kW plus plan check fee
77	Residential - 15.1kW and up	each	Plus plan check fee	\$303.1 plus \$15 per kW above 15.1kW plus plan check fee
78	Commercial - Up to 50kW	each	Plus plan check fee	\$606 plus plan check fee
79	Commercial - 50.1kW to 250kW	each	Plus plan check fee	\$606.00 plus \$7.00 per kW plus plan check fee
80	Commercial - Above 250.1kW	each	Plus plan check fee	Valuation Based plus plan check fee
Re-Roof Fees				
81	Residential-Overlay	2 Required inspections		\$300.00
82	Residential-Tear-Off Without New sheeting	2 Required inspections		\$300.00
83	Residential-Tear-Off With New Sheeting	3 Required inspections		\$395.00
84	Commercial			Valuation Based
Miscellaneous Fees				
85	Issuance Fee + number of required inspections		For projects that don't fall under any of the fee schedules	Hourly Rate

ATTACHMENT B

STANDARD PROFESSIONAL SERVICES AGREEMENT

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**PROFESSIONAL SERVICES AGREEMENT
FOR <<Description of Services>> SERVICES
[<<Consultant Name>>]**

THIS AGREEMENT is made and entered into this ____ day of _____ 20__, by and between the City of Los Banos, a municipal Corporation (herein referred to as "City") and <<Consultant Name>> (herein referred to as "Consultant").

RECITALS

A. WHEREAS, City proposes to have Consultant perform the services described herein below;

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated;

C. WHEREAS, City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement;

D. WHEREAS, City and Consultant desire to contract for specific services described below and desire to set forth their rights, duties and liabilities in the services to be performed; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1. **Term.** <<The term of this Agreement shall commence upon execution of this Agreement and City's issuance to Consultant a notice to proceed for all or a portion of the work and shall terminate upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, unless terminated earlier as set forth herein.>>

[ALTERNATIVE]

<<The term of this Agreement shall commence on the above written date, and shall terminate on the ____ day of _____, 20__, unless terminated earlier as set forth herein.>>

2. **Scope of Services.** <<Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as **Exhibit** __ and incorporated herein by reference and Consultant's Response to City's RFP (the "Proposal"). A

[TEMPLATE NON DESIGN PROFESSIONAL SERVICES AGREEMENT]

copy of said Proposal is attached hereto as **Exhibit** __ and incorporated herein by this reference.>>

[ALTERNATIVE]

<< Consultant shall diligently perform all the services described in the Scope of Services attached hereto as **Exhibit** __ and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.>>

Notwithstanding services described above, the City may request and Consultant may agree to perform other services. The scope of such services and compensation shall be agreed to in writing, signed by both parties and shall become a part of this Agreement.

2.1. All professional services shall be performed by Consultant or under Consultant's supervision. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in accordance with sound professional practices.

2.2 Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. **Time of Performance.** <<Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City.>>

[ALTERNATIVE]

<< Time is of the essence in the performance of services under this Agreement and Consultant shall perform the services in accordance with the Project Schedule attached hereto as **Exhibit** __ and incorporated herein by reference. The failure by Consultant to strictly adhere to the schedule may result in termination of this Agreement by City.>>

Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

4. **Compensation.** <<City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Pricing Proposal submitted by Consultant attached hereto as **Exhibit** __ and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub Consultant fees, shall not exceed <<dollar amount>> unless authorized in writing by the City and approved by the City Council.>>

[ALTERNATIVE]

<< Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit** __ attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed <<dollar amount.>>>>

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[ALTERNATIVE]

<< City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of and the Project Budget this Section and the Staff Hour and Fee Estimate as well as the Consultant's Schedule of Charges as set forth in **Exhibit __** and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, shall not exceed <<dollar amount>> without additional authorization from City.>>

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed and the specific Task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City. City shall pay Consultant no later than thirty (30) days after receipt of the monthly invoice by the City.

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Schedule of charges set forth in the Proposal attached hereto as **Exhibit __** and incorporated herein by reference.

4.3 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, "Additional Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Billing Rates as set forth in **Exhibit __** and on the terms set forth in this Article 4.

5. **Contract Administration.** The << identify city representative by title>> shall have the authority to act for City under this Agreement. The <<identify city representative by title>> or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall have the authority to act for Consultant under this Agreement.

6. **Project Managers.** City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated <<name of project manager>>, to be its Project Manager. Consultant shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

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7. **Indemnification.** When the law establishes a professional standard of care for Consultant's Services, 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 from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Sub consultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Sub consultants) and the City in the performance of professional services under this agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the 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 counsels' fees, incurred in defense of such claims.

8. **Insurance.** Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

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B. Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. Coverage Requirements.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii. Automobile Liability Coverage. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

E. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

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i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

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 City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to 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, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

8.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

9. **Nondiscrimination.** In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a

[TEMPLATE NON DESIGN PROFESSIONAL SERVICES AGREEMENT]

measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

10.1 The Consultant shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process.

12. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law..

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

14. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

[TEMPLATE NON DESIGN PROFESSIONAL SERVICES AGREEMENT]

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

Consultant represents that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

16. **Compliance with Laws, Rules, Regulations.** Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

[TEMPLATE NON DESIGN PROFESSIONAL SERVICES AGREEMENT]

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To City:
City of Los Banos
520 J Street
Los Banos, California 93635
Attn: <<name>>

To Consultant:
<<consultant>>
<<address>>
<<city, state, zip>>
Attn: <<name>>

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

22. **Termination.** City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving written notice of such termination to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. In the event of such termination, Consultant shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

23. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

<<consultant>>

Date: _____, 20__

by: <<name and title>>

**CITY OF LOS BANOS, a California
municipal corporation**

Date: _____, 20__

by: <<name and title>> _____

**ATTEST:
CITY CLERK**

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

TEMPLATE

