



City of  
**Los Banos**  
*At the Crossroads of California*

City Of Los Banos – Building Department

**REQUEST FOR PROPOSALS**

**PROFESSIONAL  
BUILDING PERMIT PROCESSING,  
BUILDING INSPECTIONS,  
AND PLAN CHECK SERVICES**

**PROPOSAL SUBMITTAL DEADLINE**

**Final Date To Submit  
3:00 p.m. Friday, May 29, 2015**

## REQUEST FOR PROPOSALS

Building Permit Processing, Building Inspections, and Plan Check Services

**NOTICE IS HEREBY GIVEN** that the City of Los Banos (“City”) is issuing this Request for Proposals (“RFP”) for Professional Building Permit Processing, Building Inspections, and Plan Check Services.

Proposers are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than **3:00 p.m., Friday May 29, 2015**, at the following address:

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

Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and two (2) 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.**

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding Proposer is solely responsible for all costs related to the preparation of the proposal.

The City reserves the right to reject 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 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.

Please submit all inquiries to [tim.marrison@losbanos.org](mailto:tim.marrison@losbanos.org).

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RFP for Building Permit Processing, Building Inspections and Plan Check Services

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## **I. INTRODUCTION**

### **A. General Information.**

The City of Los Banos is accepting proposals from qualified firms to provide building permit processing, building inspection, and plan check services for the City of Los Banos (“City”) in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information carefully prior to submitting a proposal. All proposals must contain the requisite information outlined in the RFP and received no later than **3:00 pm on Friday, May 29, 2015**.

To be considered, one (1) signed original proposal and two (2) hard copy duplicates of the proposals are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package. Proposals must be submitted to:

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

Proposals submitted by facsimile or email will not be accepted and will not be considered.

Questions regarding this RFP are to be directed by e-mail to: Tim Marrison, Chief Building Official, at [tim.marrison@losbanos.org](mailto:tim.marrison@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. Proposal Calendar**

The following is a list of key dates up to, and including, the date proposals are to be submitted:

<b>Date</b>	<b>Activity</b>
April 20, 2015	Request for Proposal issued
May 5, 2015	Deadline for submitting questions
May 29, 2015	Due date for proposals (due by 3:00 p.m.)
June 3, 2015	Oral Interviews (optional/conducted at City’s discretion)
June 17, 2015	Contract awarded by City Council

### **C. Late Proposals:**

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.

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### **D. Withdrawal or Modifications of Proposals:**

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.

### **E. Costs Related to Proposal Preparation:**

The City will NOT be responsible for any costs incurred by any proposer in the preparation or submittal of their respective proposal.

### **F. Proposer's Questions:**

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 Tim Marrison, Chief Building Official, at [tim.marrison@losbanos.org](mailto:tim.marrison@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 May 5, 2015 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](http://www.losbanos.org) on or before May 12, 2015.

### **G. Public Record:**

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 placed on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.

### **H. Additional Information:**

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

### **I. 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.

**J. 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 RFP, 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.

**K. Proposal Acceptance and Rejection:**

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.

**L. Right to Cancel and Amend:**

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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.

### **M. Collusion:**

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.

### **N. Debarment:**

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.

## **II. PROPOSAL FORMAT**

A. 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**

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- 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 Project Manager and key management and/or supervisory personnel.
- c. Provide a clear conceptual plan for the subject services that you believe are appropriate for the City. 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.
- 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.

### **III. SCOPE OF WORK**

#### **A. Scope of the Work to be Performed**

1. Building permit processing, building inspection, and plan check services Provide all professional services related to the day-to-day operations of the Building Department, including but not limited to:
  - a. Front counter support (City Hall) – City Hall hours are 8:00 a.m. to 12:00 noon, 1:00 p.m. to 5:00 p.m. Monday through Friday;
  - b. Building inspection – Field hours are 8:00 a.m. to 5:00 p.m., Monday through Friday;
  - c. Building permit processing and issuance including related paperwork for collection of permit fees;
  - d. Routing and tracking of plans to other departments for their review and approval;
  - e. Examine submitted plans for compliance with applicable building codes, conditions of approval, City ordinances, and requirements of other City departments;
  - f. Provide electronic and hard copies of all plan review correction letters, plan review approval letters and other correspondence with permit applicants. Electronic copies shall be in a format acceptable to the City;
  - g. Enter and maintain data within the City’s permit issuance and tracking database;
8. Provide Inspection services to verify work is performed in accordance with approved plans and applicable codes and ordinances;
- h. Respond to resident inquiries and resolve complaints;
- i. Develop and/or maintain the Building/Safety Department Procedures Manuals as needed;

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- j. Prepare and distribute annual permit issuance reports to City management and outside agencies;
- k. Manage the construction and demolition permitting process;
- l. Prepare for and participate in inter-departmental pre-development review. Comment on development applications where appropriate;
- m. Prepare statistical reports related to building permits and other department activities;
- n. Maintain records; provide electronic copies (in a format approved by the City) of all plans and permit documents to the City upon project completion.

### **2. 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 Rerechecks – 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 Rerechecks – 5 Business Days\*

#### **\* Exceptions of Holidays and Weekends**

**\* Times given may vary depending upon complexity of project.**

#### **c. Building Inspections - 1 Business Day.**

## **IV. SPECIAL CONDITIONS**

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### **A. Contract Requirements:**

The selected proposer shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Proposers shall be prepared to accept the terms and conditions of the City's Standard Professional Services Agreement including all Insurance Requirements. The successful Proposer's bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Los Banos and the Proposer. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Los Banos and the successful Proposer. See Attachment B.

### **B. Business License:**

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.

### **C. Term:**

The initial term of the contract for the required services is expected to be three years, with two additional one-year term extensions available at the discretion of the City Council.

**ATTACHMENT A**

TABLE 3-A  
TABLE 3-B

1997 UNIFORM ADMINISTRATIVE CODE

TABLE 3-A--BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$2,000.00	\$31.00
\$501.00 to \$2,000.00	\$31.00 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$76.75 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$398.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$651.25 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,001.25 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,241.25 for the first \$500,000 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,616.25 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof.
Other Inspections and Fees:	
1. Inspections outside of normal business hours .....	\$62.00 per hour*
(minimum charge --- two hours)	
2. Reinspection fees assessed under provisions of Section 305.8 .....	\$62.00 per hour*
3. Inspections for which no fee is specifically indicated .....	\$62.00 per hour*
(minimum charge --- one half hour)	
4. Additional plan review required by changes, additions or revisions to plans .....	\$62.00 per hour*
(minimum charge --- one half hour)	
5. For use of outside consultants for plan checking and inspections, or both .....	Actual costs*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

TABLE 3-B---ELECTRICAL PERMIT FEES

Permit Issuance

1. For the issuance of each electrical permit .....	\$31.00
2. For the issuing of each supplemental permit for which the original permit has not expired, been canceled, or finalized .....	\$ 9.57

System Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. New Residential Buildings

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.

Multifamily. For new multifamily buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including the area of garages, carports and accessory buildings, per square foot (0.09m <sup>2</sup> ) .....	0.066
Single- and two-family. For new single and two-family residential buildings constructed at the same time and not including the area of garages, carports and accessory buildings, per square foot (0.09m <sup>2</sup> ) .....	0.074
For other types of residential occupancies and for alterations, additions and modifications to existing residential buildings, use the Unit Fee Schedule.	

2. Private Swimming Pools

For new private, in-ground swimming pools for single-family and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool .....	65.34
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3. Carnivals and Circuses

Carnivals, circuses, and other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.	
For electrical generators and electrically driven rides, each .....	31.00
For mechanically driven rides and walk-through attractions or displays having electrical lighting, each .....	9.57
For a system of area and booth lighting, each .....	9.57
For permanently installed rides, booths, displays and attractions, use the Unit Fee Schedule	

4. Temporary Power Service

For a temporary service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances, each .....	31.00
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc, each .....	16.24

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Receptacle, Switch and Light Outlets

For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters:	
First 20 fixtures, each .....	1.45
Additional fixtures, each .....	0.96

Note: For multioutlet assemblies, each 5 feet (1524 mm) or fraction thereof may be considered as one outlet.

2. Lighting Fixtures

For lighting fixtures, sockets or other lamp-holding devices:	
First 20 Fixtures, each .....	1.45
Additional fixtures, each .....	0.96

**ATTACHMENT A**

1997 UNIFORM ADMINISTRATIVE CODE	TABLE 3-B
For pole or platform-mounted lighting fixtures, each .....	1.45
For theatrical-type lighting fixtures or assemblies, each .....	1.45
<b>3. Residential Appliances</b>	
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP) (746 W) in rating, each .....	6.27
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	
<b>4. Nonresidential Appliances</b>	
For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains, vending machines; laundry machines; or other similar types of equipment, each .....	6.27
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus	
<b>5. Power Apparatus</b>	
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:	
Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA) or kilovolt-amperes-reactive (KVAR):	
Up to and including 1, each .....	6.27
Over 1 and not over 10, each .....	16.24
Over 10 and not over 50, each .....	32.47
Over 50 and not over 100, each .....	65.34
Over 100, each .....	98.34
Notes:	
1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.	
2. These fees include all switches, circuit breakers, contactors, thermostats, relays and other directly related control equipment.	
<b>6. Busways</b>	
For trolley and plug-in-type busways, each 100 feet (30 480 MM) or fraction thereof .....	9.57
Note: An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. A fee is not required for portable tools.	
<b>7. Signs, Outline Lighting and Marquees</b>	
For signs, outline lighting systems or marquees supplied from one branch circuit, each .....	32.47
For additional branch circuits within the same sign, outline lighting system or marquee, each .....	6.27
<b>8. Services</b>	
For services of 600 volts or less and not over 200 amperes in rating, each .....	40.26
For services of 600 volts or less and over 200 amperes to 1,000 amperes, each .....	82.04
For services over 600 volts or over 1,000 amperes in rating, each .....	164.08
<b>9. Miscellaneous Apparatus, Conduits and Conductors</b>	
For electrical apparatus, conduits and conductors for which a permit is required but for which no fee in herein set forth .....	24.02
Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.	
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours, per hour (minimum charge---two hours) .....	65.34*
2. Reinspection fees assessed under provisions of Section 305.8, per inspection .....	65.34*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge---one-half hour) .....	65.34*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge---one-half hour) .....	65.34*
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

**ATTACHMENT A**

TABLE 3-C

TABLE 3-C---MECHANICAL PERMIT FEES

1997 UNIFORM ADMINISTRATIVE CODE

Permit Issuance and Heaters	
1. For the issuance of each mechanical permit .....	31.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized .....	9.57
Unit Fee Schedule	
<i>(Note: The following do not include permit-issuing fee.)</i>	
1. Furnaces	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW) .....	19.54
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW) .....	24.02
For the installation or relocation of each floor furnace, including vent .....	19.54
For the relocation of each suspended heater, recessed wall heater or floor-mounted unit heater .....	19.54
2. Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit .....	9.57
3. Repairs or Additions	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code .....	18.08
4. Boilers, Compressors and Absorption Systems	
For the installation or relation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW) .....	19.40
For the installation or relation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu.H (29.3 kW) to and including 500,000 Btu/h (146.6 kW) .....	35.84
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW) .....	49.17
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW) .....	73.19
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW) .....	122.30
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto .....	14.06
Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	
For each air-handling unit over 10,000 cfm (4719 L/s) .....	23.89
6. Evaporative Coolers	
For each evaporative cooler other than portable type .....	14.06
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct .....	9.57
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit .....	14.06
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood .....	14.06
8. Incinerators	
For the installation or relocation of each domestic-type incinerator .....	24.02
For the installation or relocation of each commercial or industrial-type incinerator .....	19.14
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which there fee is listed in the table .....	14.06
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours) .....	65.34*
2. Reinspection fees assessed under provisions of Section 305.8, per inspection .....	65.34*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour) .....	65.34*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge—one-half hour) .....	65.34*
* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

**ATTACHMENT A**

1997 UNIFORM ADMINISTRATIVE CODE

TABLE 3-D---PLUMBING PERMIT FEES

TABLE 3-D

Permit Issuance	
1. For the issuance of each plumbing permit .....	31.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized .....	9.57
Unit Fee Schedule	
<i>(Note: The following do not include permit-issuing fee.)</i>	
1. Fixtures and Vents	
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof) .....	12.94
For repair or alteration of drainage or vent piping, each fixture .....	6.27
2. Sewers, Disposal Systems and Interceptors	
For each building sewer and each trailer park sewer .....	32.54
For each cesspool .....	49.17
For each private sewage disposal system .....	98.34
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps .....	26.27
Rainwater systems—per drain (inside building) .....	12.94
3. Water Piping and Water Heaters	
For installation, alteration, or repair of water piping or water-treating equipment, or both, each .....	6.27
For each water heater including vent .....	16.24
For vents only, see Table 3-C	
4. Gas Piping Systems	
For each gas piping system of one to five outlets .....	8.12
For each additional outlet over five, each .....	1.45
5. Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices	
For each lawn sprinkler system on any one meter, including backflow protection devices thereof .....	19.54
For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1:	
1 to 5 devices .....	16.24
Over 5 devices, each .....	2.97
For each backflow-protection device other than atmospheric-type vacuum breakers:	
2 inches (50.8 mm) and smaller .....	16.24
Over 2 Inches (50.8 mm) .....	32.54
6. Swimming Pools	
For each swimming pool or spa:	
Public pool .....	120.45
Public spa .....	80.19
Private pool .....	80.19
Private spa .....	39.93
7. Miscellaneous	
For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in this code .....	12.94
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours) .....	65.34*
2. Reinspection fees assessed under provisions of Section 305.8, per inspection .....	65.34*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour) .....	65.34*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge—one-half hour) .....	65.34*

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**ATTACHMENT B**

**GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Performance of Services/No Assignment.** Time is of the essence in performance of the Services. Consultant represents to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the “Indemnified Parties) from and against any and all claims (including, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, attorney’s fees, disbursements and court costs) of every kind and nature that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them in performance, or non performance, of services under this Agreement.

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

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

3.1 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.

## ***City of Los Banos***

### **RFP for Building Permit Processing, Building Inspections and Plan Check Services**

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4. **Insurance.** Unless otherwise agreed, 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.

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 and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.

iii. **Automobile Liability Coverage.** Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

iv. **Professional Errors and Omissions Insurance.** Consultant shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate.

# ***City of Los Banos***

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

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional 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, or canceled, 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.

5. **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 data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing work under this Agreement, whether completed or in process. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) that are not related to the scope of services described under this Agreement.

6. **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, or required by law. All documents, including drafts, preliminary drawings or plans, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

7. **Intellectual Property Indemnity.** The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in Consultant's drawings and specifications provided under this Agreement.

8. **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

# ***City of Los Banos***

## **RFP for Building Permit Processing, Building Inspections and Plan Check Services**

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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.

9. **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.

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 warrants that neither Consultant, nor any of its employees, agents or subcontractors, has 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.

10. **Nondiscrimination.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

11. **Termination.** In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days, or if more than seven (7) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within seven (7) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, to terminate this Agreement at any time by giving seven (7) calendar days prior written notice to Consultant. Consultant In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

12. **Waiver.** A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

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

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14. **Controlling Law and Venue.** 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 or otherwise relating to this Agreement shall be filed and maintained in the County of Merced.