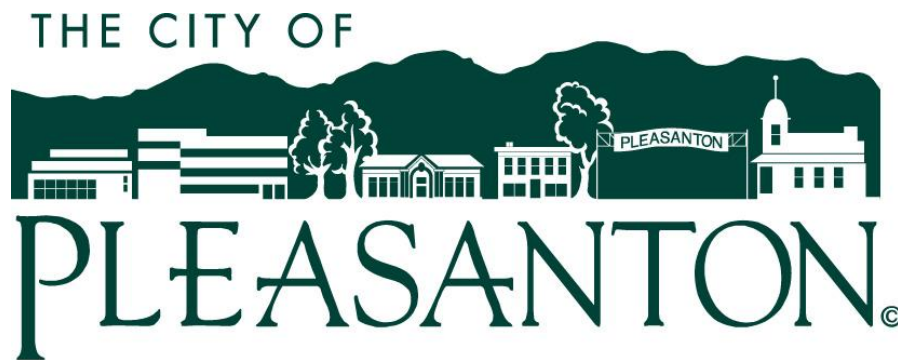


Request for Proposal

ON-CALL PLAN REVIEW, PERMITTING AND FIELD INSPECTION SERVICES FOR THE BUILDING & SAFETY DIVISION

April 2025



City of Pleasanton
Building & Safety Division
200 Old Bernal Avenue
Pleasanton, CA 94566

Proposals due by April 18, 2025 at 5:00pm

SECTION I. GENERAL

A. Purpose

The purpose of this Request for Proposal (RFP) is to invite qualified professional firms and individuals (“Consultant”) to assist the City of Pleasanton (“City”) in the staff augmentation and plan review for code compliance, including the Americans with Disabilities Act and all federal, state and local laws and regulations.

The City of Pleasanton Building and Safety Division has need for consultants who can provide on-call permit technicians, over the counter and/or off-site plan review services and on call field inspection staff. The selected consultants will enter into a professional services agreement with the City of Pleasanton for an initial three (3) year term, with two (2) optional one-year extensions available. The agreements will begin on July 1, 2025, and the Building and Safety Division will administer the agreements.

B. Background

The City of Pleasanton is a full-service, general law city, governed by a Council - City Administrator form of government. Pleasanton is a major suburb identified by the U.S. Census as one of the wealthiest middle-sized cities in the nation and was included on *Money Magazine’s* list of the ‘50 Best Cities to Live 2014’ and on *24/7 Wall Street’s* list of ‘America’s 50 Best Cities to Live’. Pleasanton ranked #31 on *Money’s* annual list of the Best Places to Live, and #9 on the publication’s list of the Top Earning Towns in the nation. The rankings were determined on the basis of variables such as crime, education, employment growth, recreation, infrastructure, environment and housing affordability.

The Building Division has managed a significant level of construction activity for several years. With a large volume of projects in progress and projected for the near future, additional assistance is needed. Despite the COVID-19 pandemic, the construction valuation of permitted projects in the City of Pleasanton since 2020 exceeds \$225,000,000. In 2024, the Permit Center issued 3,131 permits, and the Building and Safety Division completed 2,108 plan reviews and 10,109 inspections.

C. Objectives

The City of Pleasanton is seeking qualified professionals experienced in the evaluation and documentation of development projects for compliance with applicable building standards and housing codes. This shall include permit center counter services, on- and off-site plan review, field staff augmentation and other Building Department related tasks.

SECTION II. SCOPE OF SERVICES

Provide the City with professional services and personnel to perform the following:

Provide as-needed services including plan review, inspections for building inspection and code enforcement, and permit technician services. All staff utilized by Consultant shall demonstrate they possess one or more of the following minimum qualifications, or equivalent, as determined by the City:

- Licensed Professional Engineer or Architect
- ICC Certified Plans Examiner
- ICC Certified Building Inspector (including various discipline combinations)
- ICC Certified Permit Technician
- CASp (Certified Access Specialist)
- Current valid State of California driver's license

SECTION III. PROPOSAL REQUIREMENTS

For consideration, please submit one (1) electronic copy of the proposal containing the following elements:

- A. Description of qualifications narrative that indicates the management structure of the prime consultant, the tenure of management, and ownership of the firm.
- B. Resumes of professional personnel that will be working under this agreement. The manager or professional who will be responsible for planning, coordinating, and conducting the majority of the work must be identified and committed to managing the work. The City must approve changes in key personnel subsequent to award of contract.
- C. Client reference list that indicates clients with contracts covering similar scope of work. Provide name of client contact, position and contact number. The City reserves the right to contact references.
- D. List of sub consultants, if any, proposed to assist the prime consultant. This list shall also include the sub consultants' qualifications pertinent to this agreement.
- E. Scope of work for the proposal as well as the level of involvement and interaction with City staff anticipated.
- F. Cost proposal based on the scope of services listed above. Reimbursable expenses must be included. The contract will be paid by task, with a total not-to-exceed cost for the entire contract. The proposal must contain a detailed rate schedule for the personnel and/or services proposed. No additional fees will be considered for reimbursable expenses. Please include a list of hourly rates for each professional personnel that will be working under this contract.

The selected consultants will be required to submit proof of insurance per the City's requirements contained in the Agreement and maintain a City of Pleasanton Business License.

SECTION IV. SCOPE OF WORK AND COST OF SERVICES

Plan review may be performed in whole or in part and/or by using one of the different levels defined below. The plan review fees for levels "A", "B", "C" and "F" are hourly fees not to exceed a specified percentage of the fee received by the City for plan review for the given project. The City of Pleasanton Master Fee Schedule includes permit fee surcharges for sub-trades, energy, accessibility, stormwater, and green building, as applicable, which are the basis for the plan review fee, and adjusted annually. Plan review fees are incorporated in all fire permit fees, fire sprinkler, fire alarm, hoods, and hazmat.

A) Plan Check Services

- 1. Plan Review Level “A” – Hourly Fee** (not to exceed 65% of Plan Review Fee)
Complete structural and nonstructural building and fire/life safety plan review, including CBC, CRC, CMC, CPC, CEC (California Electrical Code), CFC, California Energy Efficiency Standards, CALGreen, (California Green Building Code), Stormwater treatment and/or management, and City of Pleasanton specific regulations and policies, as applicable.
- 2. Plan Review Level “B” – Hourly Fee** (not to exceed 55% of Plan Review Fee)
Complete nonstructural building plan review including CBC, CRC, CMC, CPC, CEC (California Electrical Code), CFC, California Energy Efficiency Standards, CALGreen, (California Green Building Code), Stormwater treatment and/or management, and City of Pleasanton specific regulations and policies, as applicable.
- 3. Plan Review Level “C” – Hourly Fee** (not to exceed 40% of Plan Review Fee)
Complete structural building plan review including CBC, CRC and City of Pleasanton specific regulations and policies, as applicable.
- 4. Plan Review Level “D”**
Hourly fee for nonstructural plan review services.
- 5. Plan Review Level “E”**
Hourly fee for structural plan review services.
- 6. Plan Review Level “F” – Hourly Fee** (not to exceed of 30% of Permit Fee)
Complete fire sprinkler, fire alarm, commercial hood or hazardous material plan review of all Fire Permits, including CFC, and City of Pleasanton and Livermore-Pleasanton Fire Department specific regulations and policies, as applicable.

B) Inspection and Permit Technician Services

- 1. Inspection Services**
Hourly fee for building inspection services covering building, plumbing, mechanical, and electrical trades.
- 2. Permit Technician Services**
Hourly fee for in-house permit processing services.

C) Statement of Work

Upon award of a contract, the consultant shall perform on-call plan check services and/or field inspection services.

On-Call Plan Check Services:

1. Plan check shall be performed at the consultant’s offices.
2. Consultant will be provided access to City permitting (Accela) and plan checking (DigEPlan) software with remote access and shall update plan review status accordingly.

3. Consultant shall assign personnel who are professionally qualified by both experience and certifications to perform commercial and/or residential construction document plan check.
4. Consultant shall designate one individual as the responsible contact for all communications between the City and Consultant.
5. Consultant shall furnish assigned personnel with all necessary materials, resources and training to conduct plan check, including a current copy of applicable City amendments, policies, procedures, and forms.
6. Plan check approval shall not be recommended to the City until all code compliance issues are resolved to the best of consultant's knowledge and all permit issuance requirements of the Building Division are satisfied. Consultant shall contact the City if there are questions.
7. Consultant shall respond within one business day upon each notification that a plan check is authorized.
8. Consultant shall conduct each plan check in a timely manner and within time-frame guidelines established by the City. Upon final completion of the plan review, the consultant shall stamp plans as reviewed in DigEplan.
9. Consultant shall conduct and coordinate all communications with the City's designated representative. Consultant shall be available to contact the applicant directly unless directed not to do so by the City. City will notify the applicant when the permit is ready to issue.
10. Code interpretations are subject to final review and approval by the Chief Building Official. All plan review comments are subject to review by the City.
11. Consultant shall be available within one business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.
12. Consultant shall be familiar with, and enforce appropriately, the City's adopted codes and amendments.

On-Call Permit Processing Services:

1. All permit processing and counter services shall be performed at the City of Pleasanton Permit Center and under the direction of City staff.
2. Consultant shall assign personnel who are professionally qualified by both experience and training to perform permit processing and counter services. All materials, resources, tools, and training shall be supplied by Consultant.

On-Call Field Inspection Services:

1. All field inspections shall be performed through the Building and Safety Division and under the direction of City staff.

2. Consultant shall assign personnel who are professionally qualified by both experience and certification to perform commercial and/or residential construction inspections. All materials, resources, tools, and training shall be supplied by Consultant.
3. Projects under construction by permit from the City shall be inspected for compliance with State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City and as designated by the City.

SECTION V. CONSULTANT SELECTION GUIDELINES

Factors to be considered in reviewing proposals may include but are not limited to:

1. General professional accomplishments and quality of work previously performed.
2. Previous history of work with similar projects.
3. Record of the consultant in accomplishing work within required time and budget constraints.
4. Understanding of the approach, tasks, and methodology necessary to complete the required services.
5. Geographical location of the project team.
6. References.
7. Cost. Provide a comprehensive fee schedule, including hourly billing rates for all personnel/positions potentially assigned to a project (including for any subconsultants), typical markup/overhead rates, and reimbursable expenses. Indicate any projected annual rate increases expected to occur over the course of the contract term.
8. Professional Services Contract and Insurance Requirements. Attached is a copy of the City's current standard contract, including insurance requirements. The selected consultant must provide a certificate of insurance in a form acceptable to the City prior to entering into the agreement. Please indicate what professional and business insurance you maintain and whether the standard requirements can be met. Please review the City's standard contract and ensure that your firm is able to sign this agreement.
9. Business License. Please note, the City requires a City of Pleasanton Business License to be obtained before the contract is awarded.

SECTION VI. SOLE AUTHORITY

The City of Pleasanton has the sole authority to select the consultant or team and reserves the right to reject any and all proposals. By submitting a response to this RFP, prospective responders waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFP. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by the prime consultant. The City's policy is to screen consultants based upon their proposal and reference checks.

SECTION VII. DEADLINE AND CONTACTS

To be considered, proposals must be submitted by 5:00pm (PST) on April 18, 2025, in the manner outlined below:

One (1) ELECTRONIC COPY (PDF) TO: Robert Queirolo, rqueirolo@cityofpleasantonca.gov.

Please provide any questions regarding this RFP in writing. The main point of contact for this RFP and subsequent Agreement is the Chief Building Official at the City of Pleasanton:

Robert Queirolo, Chief Building Official
City of Pleasanton
PO Box 520
200 Old Bernal Avenue
Pleasanton, CA 94566
Phone: (925) 931-5310
Email: rqueirolo@cityofpleasantonca.gov.

Permit Center Hours are Monday-Tuesday-Thursday 9:00am to 4:00pm. Wednesday 9am to 1pm. Closed on Fridays.

SECTION VIII. SCHEDULE

- Proposal Due Date: April 18, 2025, 5:00 p.m. (PST)
- Evaluation and Review of Proposals: April 21, 2025 - April 25, 2025
- Award of Contract and City Council Action: June 2025 (anticipated)
- Contract Effective Date: July 1, 2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ 202_, between the CITY OF PLEASANTON, a municipal corporation ("City"), and _____, an _____, whose address is _____, and telephone number is _____, ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in providing _____ for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term.** This contract shall commence on the date written above and shall expire on _____.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$_____.

a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance**. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance**. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance**. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. **Professional Liability Insurance**. Professional liability insurance in the amount of \$2,000,000.

e. **Certificate of Insurance**. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this

Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions. These provisions do not apply to Professional Liability.

h. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: _____

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

14. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. Licenses, Certifications and Permits. Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a

City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits**. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality**. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest**. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic

signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Gerry Beaudin, City Manager

By: _____
Signature

ATTEST:

Print name

Jocelyn Kwong, City Clerk

Its: _____
Title

Approved as to form:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Its: _____
Title

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

EXHIBIT A

Scope of Consultant's Services

Compensation