

Request for Proposal:

**Building Department Services
Request for Proposal**



Issued By: City of Hood River, 211 2nd St. Hood River, OR 97031
Danielle Meyers, Building Official

Issue Date: April 6, 2020

Questions: Danielle Meyers, Building Official
D.Meyers@cityofhoodriver.gov or (541) 387-5209

Questions Deadline: 5:00pm, April 13, 2020

Response Date: 5:00pm, April 20, 2020

Vendors must register to receive RFP addendum, including answers to questions provided to other interested vendors. Prospective proposers may register by sending an email to D.Meyers@cityofhoodriver.gov

Attachment: Personal Services Agreement: Hood River Building Plan Review and Inspection Services

INTRODUCTION AND SCOPE

The City of Hood River, hereinafter referred to as “City”, is requesting proposals from qualified firms or individuals that are duly certified by the State of Oregon to provide Building Inspection and/or Plan Review services to assist in the administration of the City’s building permit program during vacancies, vacations and increased demand for service. The City desires to enter into a professional services agreement with one or more qualified Third-Party Plan Review and Inspection Businesses for the following scope of services:

- On-call and or scheduled review of plans and construction documents for proposed residential and commercial structures to ensure compliance with the Oregon Building Code requirements, referenced standards, and portions of the Hood River Municipal Code. Proposed expectation based on current need is inspection coverage support with plan review services onsite, 1-3 days per week. Plan review services have opportunity to be executed onsite in Hood River or remotely. Plan for coverage may change based on needs.
- On-call and or scheduled inspection services for structural and mechanical systems, within scope of certifications held for compliance with the Oregon Building Code, referenced standards, and portions of the Hood River Municipal Code.
- On-call and or scheduled permit technician services to provide customer services, answer customer questions related to permit submittal requirements, process applications, and issue permits.
- On-call and or scheduled review of specialty areas such as, hazardous materials compliance; or structural designs; or complex fire and life-safety elements.
- For more detailed information please see attached Personal Services Agreement.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Independents may not always perform all duties listed within the job description, but may be responsible for any or all the following:

- Reviews building plans and inspects permitted construction projects to ensure compliance with applicable codes and approved plans.
- Acts as building codes technical expert to developers, contractors, in-house staff, and the general public.
- Acts as Permit Technician, filling in for current permit tech during his/her vacations or additional overflow support physically at Hood River Building Department.
- Proactively advises customers, when possible, to alert them to technical issues/problems.
- Coordinates with City Staff, Consultants, Engineers, Builders, Developers, Architects, and the Public as necessary regarding building plans, inspection results and code requirements.
- Attends pre-application and pre-construction meetings as needed
- Coordinates activities with other department staff and other City departments that may be concerned or affected by building projects, typically including the Engineering, Fire, Planning and Code Enforcement, at times with external agencies.
- Maintains professional public relations with customers and is responsive to customer needs.
- Develops safe work habits and contributes to the safety of self, co-workers and the general public.
- Considers improvements and innovations, developing new programs and procedures to comply with current laws or policies and to maximize the efficiency of the building function within the City.
- Other duties as required.

CERTIFICATIONS

Possession of the following:

- Oregon Inspector Certification
- State of Oregon Certification as Fire and Life Safety Plans Examiner
- State of Oregon Certification as Structural Plans Examiner - A-Level
- State of Oregon Certification as Structural Inspector -A-Level
- State of Oregon Certification as Mechanical Inspector -A-Level
- Residential Plans Examiner
- Residential Structural Inspector
- International Code Council Certifications may be accepted in-lieu of Oregon Certifications

ADDITIONAL INFORMATION

The Request for Proposals can be downloaded from the City of Hood River website at <https://cityofhoodriver.gov/bid-center-rfps/>

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

Proposals will be received until, but not after 5:00 p.m. (local time), April 20, 2020. One signed original via an electronic copy in .pdf format shall be addressed to the City's Building Official at D.Meyers@cityofhoodriver.gov, showing in the subject line – "Building Department Services RFP".

This is a limited solicitation. Any Addenda will be provided simultaneously to the firms solicited for this opportunity. This RFP and any addenda will be digitally transmitted. Any proposal received after the scheduled closing time for receipt of proposals will not be considered. It is the responsibility of the party submitting a RFP response to ensure that their proposal is received at the designated location on or before the deadline. Any objections to or comments upon the RFP specifications must be submitted in writing to the City's Building Official email at D.Meyers@cityofhoodriver.gov. They must be received no later than April 13, 2020 at 5:00 PM (local time).

Proposals received will be held confidential until a recommendation for award has been approved by the City Manager. Thereafter, all Proposals will be available for public inspection by submitting a Public Records Request through the City Recorder's Office. Part of the selection process will include interviews with top third party proposals.

The City will be the sole judge in determining award of an Agreement and reserves the right to reject all Proposals. The City reserves the right to change, cancel, or reissue this RFP at any time. RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal nor does it obligate the City to accept or contract for any expressed or implied services. The successful respondent must comply with local, state, and federal requirements regarding equal opportunity and employment practices. It is the responsibility of respondents to be aware of these requirements. The successful respondent must complete this request for proposal requirements in full to be considered, be qualified to conduct business in the City and State of Oregon and be in good standing with the Secretary of State.

ORGANIZATION OVERVIEW

Hood River's population is 7,990 encompassed in approximately 3 square miles. Located 60 miles east of Portland, Oregon, Hood River is a one-hour drive from an international airport. The City provides typical core urban services, including police, fire and emergency medical transport, public works (streets, water, sewer, stormwater, and parks) municipal and regional planning, and the necessary support services of legal, finance and general management. There are 69 full-time employees along with various seasonal and temporary employees.

REQUEST FOR PROPOSAL

Proposers will provide the following information, in response to this request for proposal.

1. Name and address of the firm (headquarters location)
2. Name and address of the proposed consultant(s)
3. Summaries of three (3) similar engagements with other local governments (2 page(s) or less), including at minimum:
 - a. Name and contact information for the contracting local agency
 - b. Project Budget/Schedule
 - c. Project Overview
 - d. Project Outcomes
4. Brief description (1 page(s) or less) of the third party's overall experience with building inspection and plan review services
5. Brief description (1 page or less) of third party's approach to ensure the ability to successfully support the City's Building Department, development community and internal development departments
6. A cost proposal
 - a. Proposed hourly rate(s)
 - b. Estimate of travel and other expenses
 - c. Ability to support scheduled and on-call support

NOTE: *The City expects to award a Time and Materials (T&M) contract to the successful proposer. This contract is expected to be sum approximately \$150k-250k per annum. One consultant may not be awarded the entire contract as it will be based on level of support and seasonal needs with construction schedule. No expiration date to note currently to end contract. Consultant will be paid for actual hours expended, coordinated in advance with the City's Contract Manager, with a Not-To-Exceed (NTE) limit. The estimated total cost is requested to assist in setting an appropriate NTE limit.*

PROPOSAL EVALUATION

Submittals will be evaluated on the following criteria:

1. Firm (or individual) experience and qualifications (40 points)
 - Demonstrated experience working with comparable cities on similar engagements and specific knowledge of building codes federal, state and local codes
 - Relevant experience to scope of work
 - Recent experience to scope of work

3. Overall approach to project (20 points)
 - Overall grasp of the scope need
 - Response adequately addresses all of scope, essential duties and responsibilities and certifications
 - Proposal is expected to meet the needs of the City, providing support at the needed cadence

4. References (20 points)
 - Adherence to budget & schedule
 - Successful technical support
 - Working relationship with development teams and communities

5. Estimated Total Price (20 points)

The estimated total cost is requested to assist in setting an appropriate Not-To-Exceed (NTE) limit. The City expects to award a Time and Materials (T&M) contract to the successful proposer. Consultant will be paid for actual hours expended, coordinated in advance with the City's Contract Manager, within a NTE limit.

Business Statement Using this form, complete and submit with your proposal response.

1. Name of Business: _____

2. Business Address: _____

3. Phone: _____ 4. Email: _____

5. Business Classification (check all that apply)

Individual Partnership Corporation Women or Minority Owned

6. Federal Tax Number (Please attached a completed W9):

7. Name of Owner: _____

8. Does firm maintain insurance in amounts specified below? Yes: No: If no, describe.

A. Commercial General Liability insurance of at least \$1,000,000 per occurrence: \$2,000,000 aggregate; naming the City as an additional insured on the policy contingent on contract award.

B. Technology Errors & Omissions / Technology Professional Liability insurance of at least \$1,000,000 per occurrence: \$2,000,000 aggregate; naming the City as an additional insured on the policy contingent on contract award.

9. Are there claims that are pending against this insurance policy? Yes: No: If yes, describe.

10. During the past five years, has the firm, business, or any officer in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any officer in the firm or business (other than dissolution of marriage), or (3) claims filed with any insurance carrier concerning the firm, business, or any officer in the firm or with any insurance carrier concerning the firm, business, or any officer in the firm or business. Yes: No: If yes, describe.

11. Has the company been in bankruptcy, reorganization or receivership in the last five years? Yes: No:

12. Has the company been disqualified or terminated by any public agency? Yes: No:

13. Proposal offers shall be good and valid for at least 90 days. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition? Yes: No:

14 Having carefully examined all the documents of the solicitation, including the instruction, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information. Yes: No:

Firm Name: _____

Signature: _____

Print Name: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT
(Hood River Building Plan Review and Inspection Services)

This Agreement is made and entered into by and between the CITY OF HOOD RIVER, OREGON, an Oregon municipal corporation (“City”), and _____ (“Contractor”), for building plan review and inspection services. This Agreement shall be effective as of (Effective Date) and remain in effect until June 30, 2021

In consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that Contractor shall furnish building plan review and inspection services as described in this Agreement, and City shall make payment for the same, in accordance with the terms and conditions set forth in this Agreement.

Attachments:

Exhibit A- Request for Proposal Building Department Services

Exhibit B- Hourly Rates (Future- for contract signature)

City and Contractor agree as follows:

1. **Scope of Work.** Contractor shall provide building plan review and inspection services (“Services”) as described in the City’s Building Department Services Request for Proposal, plus the following duties:
 - a. Conduct commercial, industrial, and residential plan review on behalf of the City of Hood River for conformance with all applicable Oregon Building Code and specialty codes. The contractor will conduct structural, mechanical, and fire/life safety plan reviews. Plumbing and electrical plan reviews are completed by Hood River County.
 - b. Finish plan reviews within timelines specified by the City’s Building Official. Contractor generally will be expected to complete single-family residential and duplex plan reviews within two weeks from date of receipt and commercial/industrial/multi-family plan reviews within three weeks from date of receipt.
 - c. Conduct Commercial Structural A-Level, Commercial Mechanical and Residential Inspections, including Mechanical, on behalf of the City of Hood River for conformance with all applicable Oregon Building Code and specialty codes. Plumbing and Electrical inspections are completed by Hood River County and are not included herein. Currently the City’s Building Department uses Accela software. Inspections shall be conducted during timeframe scheduled and the results posted the same day.
 - d. Interact in a positive, professional manner with building permit applicants, design professionals, and city staff, as directed by the City’s Building Official.
 - e. Prepare written plan review comments in language understandable to customers and the City Building Official.
 - f. Receive and transmit plan review comments to the City’s Permit Technician.
 - g. Provide overflow and vacation support for Permit Technician (optional add-in)

- h. Provide written progress reports or written project tracking to the City, as directed by the City's Building Official.
- i. Maintain all certifications required to complete structural, mechanical, and fire/life safety plan reviews and inspections.
- j. Other related tasks as assigned.

2. Contractor's Obligations. Deliverables produced by Contractor under this Agreement shall be "Work Product," and Contractor's performance of Services under this Agreement shall comply with the following:

- a. Services under this Agreement shall be performed only by Contractor and its employees who possess and maintain all required Oregon certifications necessary to perform the Services.
- b. Contractor shall furnish its own office space, administrative support staffing, and all other labor, equipment, vehicles, materials, expertise, supplies, insurance, and licenses necessary to provide the Services described herein.
- c. Contractor shall provide to the City, no later than the 14th of each month, an itemized billing statement for the previous calendar month's Services that (1) describes in general terms all services performed under this Agreement, (2) identifies the permit number for which the services were performed, and (3) states the amount of time for all services related to each permit in 15-minute increments.
- d. Contractor shall charge no more than the hourly rates stated in Exhibit B. Mileage shall be billed at the current IRS business rate. The City will pay for Contractor's travel time to or from the City. However, pay not to exceed two hours of billable time per diem.
- e. The maximum, not to exceed, total amount of compensation payable for Services performed during the term described in this Agreement shall be \$ 200k.

3. City's Obligations: The City shall be responsible for performing the following:

- a. City shall provide Contractor with plans, and all available documentation for each permit to be reviewed.
- b. City shall communicate regularly by phone or email with Contractor, outlining project expectations and any deadlines that differ from the timelines outlined in Section 1(b).
- c. City shall accept and process Contractor's timely filed monthly invoices and pay all uncontested portions of each invoice within 30 days of presentment.
- d. Amounts disputed by City may be withheld pending settlement.
- e. Consultant understands and agrees that City operates on limited funding and that Services rendered under this Agreement are financed through permit fees paid by applicants. Thus, funds to finance the costs of the services are subject to availability.

- f. City allowed to pay in excess of 5% of the compensation amounts set forth above with the approval of the City Manager. This option is intended to allow third party to finish a project if nearing the end of their approved compensation amount.

4. Independent Contractor Status. Contractor will comply with ORS 670.600 through 670.605 during the life of this Agreement and as amended and shall be free from direction and control over the means and manner of providing labor or services. The City reserves the right to (i) determine and modify the delivery schedule for the Services, (ii) determine the specifications of the desired results, and (iii) evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor shall furnish the tools or equipment necessary for the contracted services, and Contractor agrees and certifies that:

- a. Contractor is engaged as an independent contractor, is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265, and will be responsible for any federal or state taxes applicable to any payments made under this Agreement.
- b. Contractor is not eligible for any federal social security or unemployment insurance payments by the City for work performed under this Agreement. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.
- c. Contractor has filed federal and state income tax returns in the name of the business as part of the personal income tax return for the previous year for labor or services performed as an independent contractor in the previous year.
- d. Contractor agrees and certifies that work performed pursuant to this Agreement will be performed by Contractor or Contractor's employees. At the time of execution of this Agreement and for all work performed under this Agreement, Contractor and any of Contractor's employees performing Services under this Agreement is/are licensed and certified with the State of Oregon to perform those Services.

5. Assignment and Subcontracts: Contractor shall not assign this Agreement or subcontract any portion of the Services without the City's written consent, which may be withheld in the City's sole discretion. Any attempted assignment or subcontract without the City's written consent shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them. The approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

6. Governing Law, Venue, Consent to Jurisdiction, and Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Agreement shall first be resolved through communication between the parties. Failing that, disputes regarding the meaning or enforcement of any provision of this Agreement shall be resolved through mediation between the parties. Each side shall bear its own costs and shall share in the cost of mediator. Failing resolution through mediation, any claim shall be brought and conducted solely and exclusively in the Circuit Court of Hood River County for the State of

Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. Merger Clause and Waiver.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. This Agreement shall supersede and replace all prior contracts and agreements between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement or the Services. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.
- 8. Confidentiality.** Contractor will have access to certain information that is confidential and proprietary to the City or individuals coming before the court (“Confidential Information”). Contractor agrees that the Confidential Information is to be considered confidential and Contractor shall hold the same in confidence and shall not use any Confidential Information other than for the purposes of performing Services under this Agreement. Contractor shall not disclose, publish or otherwise reveal any of the Confidential Information received in the course of performing services under this Agreement to any other party whatsoever except with the specific prior written authorization of the City. The obligations with respect to Confidential Information shall survive termination of this Agreement.
- 9. Professional Standards.** The Contractor shall be responsible, to the level of competency presently maintained by other such Contractors in City's community, for the professional and technical soundness, accuracy and adequacy of all Services furnished under this Agreement.
- 10. Conflicts of Interest.** Contractor asserts that there currently are no conflicts with current clients that would interfere, hinder or otherwise preclude performance of Services under this Agreement. Contractor, and all members of Contractor's firm shall not engage or represent any party, individual or entity that is, works for, or represents a building applicant in the City of Hood River. In the event that Contractor becomes aware of any such conflict, Contractor shall immediately notify the City's Building Official and withdrawal from such work.
- 11. Indemnification and insurance:**

 - a. Contractor shall pay, save harmless, defend and indemnify the City from any loss, suit or claim of any kind against the City on account of, or in connection with Contractor's negligence or intentional acts related to the provision of Services under this Agreement. Contractor will not be required to indemnify the City for the negligent or willful misconduct of the City or its officials, boards, commissions, agents or employees, to the extent that such conduct is the proximate cause of any claim.
 - b. Prior to commencing Services under this Agreement, Contractor shall have in full force and effect, and file and maintain during the term of the Agreement, a Certificate of Insurance evidence thereto with the City Manager, with good and sufficient policies covering:

 - 1) Worker's Compensation Insurance as required by the State of Oregon including Employers Liability with limits not less than \$1,000,000; Contractor shall ensure that each of its sub-contractors complies with these same requirements and shall contain a Waiver of Subrogation against the City: and
 - 2) Professional liability (errors and omissions) insurance and maintain active “in good

standing” status with all applicable state regulatory agencies; and

- 3) Business Automobile Liability Insurance, for any owned, hired or non-owned vehicles used by Contractor in the provision of Service under this agreement with combined single limits of \$2,000,000 each accident.
- c. The City of Hood River, its officers, agents, and employees, shall be named Additional Insureds in Contractor’s insurance policies for losses caused in whole or in part by Contractor’s provision of Services under this Agreement.
- d. Upon any material alteration or cancellation of any of the coverage, Contractor shall give the City notice as allowed per insured’s insurance policy in advance of the effective date of the alteration or cancellation of the coverage.
- e. Each policy, auto liability, professional liability, and workers’ compensation, shall contain a waiver of subrogation against the City.

12. Term, Termination and Amendment: This Agreement shall be in effect from the Effective Date, until June 30, 2021 (the “term”), and payments for Contractor’s Services by the City shall not exceed \$ 200k during the term. This Agreement may be terminated early with or without cause by either party by giving 30 days’ written notice to the other party. Upon termination, Contractor shall provide City with a final invoice for all Services performed and costs incurred up to termination. Termination shall not extinguish or prejudice City’s right to enforce this Agreement with respect to any default by Contractor that has not been cured. This Agreement may be amended, including the extension of its term, but only upon written agreement of both parties. This agreement can be extended to last a total of 3 fiscal terms.

13. Notices. All notices provided for under this Agreement shall be as follows:

City of Hood River
 Attn: Danielle Meyers, Building Official
 211 2nd Street
 Hood River, OR 97031

Contractor:
 Attn:
 Address:

Phone: (541) 387-5202
 e-mail: d.meyers@cityofhoodriver.gov

Phone:
 e-mail:

IT IS SO AGREED.

CITY OF HOOD RIVER:

CONTRACTOR:

By: _____
 Rachael Fuller, City Manager

By: _____
 Contact

Date: _____

Date: _____

Approved as to Form:

City Attorney