Request for Proposal (RFP) 2025

Building & Safety Services

Community Development Department

Attn: Aldo Cervantes
Community Development Director
5050 Clark Avenue
Lakewood, California 90712
(562) 866-9771, Extension 2301
Email: acervantes@lakewoodca.gov

DATED: **April 16, 2025**

Deadline/Bid Opening Date:

Must be received by 10:00am
Friday, May 16, 2025

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REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

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SECTION A
NOTICE INVITING BIDS

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

NOTICE INVITING
PROPOSALS
CITY OF LAKEWOOD
Development Services Department

Proposals will be received at the office of the Community Development Department of the City of Lakewood, 5050 Clark Avenue, Lakewood, California 90712 until 10:00 a.m. on Friday, May 16, 2025.

BUILDING & SAFETY SERVICES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, "SEALED PROPOSAL FOR BUILDING OFFICIAL SERVICES **RFP 2025.** DO NOT OPEN WITH REGULAR MAIL."

The contract will consist of Building & Safety Services and other related services as defined in this RFP.

City of LAKEWOOD
Aldo Cervantes
Community Development Director
5050 Clark Avenue
Lakewood, CA 90712

SECTION B
PROPOSAL RESPONSE REQUIREMENTS

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

SECTION I – PROPOSAL REQUIREMENTS

Proposal Response Requirements
The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to specifically provide Building Official Services and Building Administrative support. This RFP also requests, as supplemental services, Plan Check and Building Inspection Services.

Responses must conform with the requirements of this RFP. All services provided by the Consultant shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Consultant(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Lakewood.

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

Please submit three (3) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Consultant(s) responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposal should be concise and be able to properly convey all information.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposers. The City reserves

the right to waive any irregularity, informality or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Monday, April 28, 2025 at 10 a.m.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

Section II – Additional Proposal Response Requirements

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Lakewood.

B: Consultant Data

Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, Consultant, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers, and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect.
9. Please describe areas of specialization provided by the Proposer.
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest.

C: Proposal

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

1. Letter of Introduction, to include an understanding of the scope of services.
2. The firm's approach to delivering the scope of services.
3. Brief Consultant profile and number of years the firm has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Lakewood. While the Consultant(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
    - The successful Proposer may change the Building Official with prior written permission of the City.
6. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-consultants. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Lakewood, to fulfill the desired level of services reflected in the Scope of Services.
7. Provide examples of services or projects that the firm/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
8. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. If fixed fee for compensation, payment subject to accepted percentage completion.
9. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
10. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
11. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.

12. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**
13. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
14. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.

The City of Lakewood reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

Section III - General Conditions

3.1 Authorized Signatures

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

3.2 Award of Proposal

Award will be made to the Proposers offering the most advantageous Proposal after consideration of all criteria set forth in this RFP. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest

priced Proposal but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

3.3 Cancellation of Solicitation

The City may cancel this solicitation at any time.

3.4 City of Lakewood Business License

Firm and its Sub-Consultants are required to maintain an active City business license for the duration of this Agreement.

3.5 Compliance with Laws

All Proposals shall comply with current federal, state, and other laws relative thereto.

3.6 Contract Documents, Examination Of

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.7 Costs

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall

not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

3.8 Disqualification of Proposer

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion.

3.9 Interpretation of Request for Proposals

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any Contract Documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Monday, April 28, 2025, at 10 a.m. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for Interpretations (RFI's) shall be made in writing and delivered to Development Services Director, City of Lakewood, 5050 Clark Avenue, Lakewood CA 90720. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.10 Irregularities

City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

3.11 Non-Exclusive Contract

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other firms for services.

3.12 No Obligation

The release of this RFP does not obligate nor compel the City to enter into a contract or

agreement.

3.13 Offers of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.14 Proposal, Rejection Of

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

3.15 Proprietary Information

Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

3.16 Public Opening

There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

3.17 Severability

If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

3.18 Sub-Consultant Information

If the Proposal includes the use of Sub-Consultants, Proposer must identify Sub-Consultants and the specific requirements of this RFP for which each proposed Sub-Consultants would perform services.

3.19 Sub-Consultant References

For all Sub-Consultants that will be used on this project, Proposers must provide a minimum of three references from similar projects performed for any local government clients within the last three years. Information provided shall include:

A. Client name
    1. Project description
    2. Dates (starting and ending)
    3. Technical environment
    4. Staff assigned to reference engagement that will be designated for work per this RFP
    5. Client project manager's name and telephone number

3.20 Terms of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer.

The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Consultant's proposal will not be made after the selection of the Consultants. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

3.21 Withdrawal of Proposal

Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

SECTION C
BACKGROUND AND PROJECT EXPECTATIONS

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, specifically including Building Official Services and related building administrative support. This RFP also requests, as supplemental services, Plan Check, Building Inspection Services and CASp Inspectors.

The City's Community Development Department provides a broad spectrum of services to the community in areas of Building & Safety, Code Enforcement, Economic Development, Planning and Housing. This Department also manages, reviews, and approves developmental plans for all properties located within the City boundaries.

Within the Community Development Department, the Building & Safety Division is responsible for providing construction plan review services, in order to ensure the safety of building occupants within homes, workspaces, and other buildings constructed in the City. The review of construction plans is critical to providing the level of safety expected at the earliest and most cost-effective time, when the project is in the review stage.

The City has transitioned plan check reviews to Bluebeam software for plan review. The City currently utilizes the Los Angeles County platform and software including their permit system, plan review, inspections services and Fee Schedule.

The City desires to select a qualified firm(s) to provide building and safety services, including:

- Building Official and related building division administration

Supplemental Services at the discretion of the City of Lakewood, CA

- Building Plan Check, Building Inspection Services, CASp Inspections

4.1 USE OF SUB-CONSULTANTS

The City is committed to selecting an excellent team that will produce a high-quality work product, and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Lakewood will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred firm to enter contract negotiations. Upon successful negotiations with the preferred firm, an Agreement will be presented to the City Council for consideration.

The following is the anticipated scheduled for the awarding of this RFP:

Request for Proposal Made Available	**Wednesday, April 16, 2025**
Proposal Due at City Hall	Friday, May 16, 2025 at 10 a.m.
City Review of Proposals	Monday, May 19, 2025 to Friday, May 23, 2025
Interviews with Finalists	Monday, June 2, 2025 to Thursday, June 5, 2025
City Council Consideration for Awarding	Tuesday, July 8, 2025

**Dates subject to change at the sole discretion of the City.*

RFP INQUIRIES

All inquiries, questions, and requests for information related to this RFP should be directed to Aldo Cervantes, Community Development Director, via email at acervantes@lakewoodca.gov and will only be accepted until Monday, April 28, 2025 at 10 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Consultant. The City reserves the right to add or delete services at any time with 30 days written notice to Consultant. If additional services are requested, the Consultant is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Consultant at the Consultant's expense and in a manner acceptable to the City. City reserves the right to deduct from the payments due or to become due to the Consultant for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the project, with associated deduction calculation will be furnished to the Consultant prior to a deduction being made.

The Consultant shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a contract for provide building and safety services, including Building Official and Building Division administration, in form approved by the City Attorney. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual City budget, with a specified project budget.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of LAKEWOOD is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Consultant" shall be held to mean the Consultant and/or any person employed by them and working under the agreement to the awarded Consultant.

SECTION D
SCOPE OF SERVICES

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, specifically including Building Official Services and related building administrative support. This RFP also requests, as supplemental services, Plan Check, Building Inspection Services and CASp Inspectors. Under the direction of the Community Development Director, the selected Consultant would serve in the described capacity.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the firm to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

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

1. **Building Division Administration**
    a. Consultant shall provide a Building Official or Deputy Building Official four (4) days a week for 9 hours each day. The Building Official or Deputy shall be responsible for the daily administration of Building Division activities, and shall perform the following services, including but not limited to:

        i. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, and as specified in Federal and State law.

        ii. Manage, coordinate and oversee the building permit and plan check, building inspection and building counter services, so that they function as one Building & Safety organization.

iii. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.

iv. Make determination on the approval and use of alternative materials and methods of construction.

v. Process and prepare City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters as directed. Attend City Council and other meetings as directed.

vi. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.

vii. Make final interpretations concerning the application of building and safety codes.

viii. Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.

ix. Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures, and assuring that files and plans are secured, organized, and kept up to date.

x. Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

xi. Ensure all building related activities are entered into the City's tracking system in an accurate, complete and timely manner.

xii. Work with the existing online permitting system including but not limited to permit, plan check and inspection tracking system and online customer portal services.

b. Consultant shall provide the City the technical assistance necessary to prepare

the periodic updates to the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

1. Prepare the City's ordinance updates, staff reports and attend City Council meetings.

2. Coordinate with the Los Angeles County Fire Department and prepare the City code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are crossed referenced.

c. Within the first thirty (30) days of the Agreement, the Consultant shall assemble and review all existing City policies, ordinances, and conditions pertaining to the Building Division operations, and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions, and present a report to the Community Development Director for consideration.

Supplemental Services at the discretion of the City of Lakewood, CA

1. Building Plan Check Services

a. ICC Certified Plans Examiners to perform plan checks for residential, commercial, industrial and City Facilities (Plan checks performed at Consultants facilities).

i. Perform building plan checks.

ii. Staffing provided by the Consultant must ensure that all City Building & Safety plan reviews are conducted in an efficient courteous manner that is responsive to the City and community needs.

b. Perform architectural, structural, plumbing, mechanical, and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans checked by the Consultant shall be plan-checked at the Consultant's local office.

c. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.

d. Check for compliance with applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable

adopted local amendment, State of California codes or regulations.

e. Review and approve building/structural revisions to plans required during construction.

f. Calculate building permit and plan check fees, if requested.

g. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Division, Planning Division, the Los Angeles County Fire Department and the Environmental Health Department of the County of Los Angeles. This also includes Building Division review, comment and provision of "conditions of approval" for site plans and building plans as part of the discretionary planning applications.

h. Provide expedited plan check when requested by the City.

i. Create a standard plan check for the City, to ensure consistency in plan review.

2. Building Inspection Services

a. Upon request, provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements (when applicable).

b. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.

c. Inspect for compliance and conditions of approval set forth by the City's

Community Development Department, Planning Commission, and/or City Council.

d. Coordinate with various City and County agencies and departments, including but not limited to the Los Angeles County Fire Department, Environmental Health Department of the County of Los Angeles, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.

e. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.

f. During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

g. At the Consultants sole expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties.

h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.

i. Input daily inspection information into the City's computer permit tracking system.

j. Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.

k. The Building Inspector will conduct daily inspections between 8:00 a.m. and 4:00 p.m.

l. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will respond to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.

5.1 Consultant Staff

It is essential that the Consultant provide adequate experienced and ICC certified personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

A. The Consultant agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

C. The Consultant shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Consultant shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion; the City may request the presence of a Supervisor during business hours.

D. The Consultant(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.

E. The City may, at any time, give the Consultant(s) notice to the effect that the conduct or action of a designated employee of the Consultant(s). The Consultant shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Consultant(s) shall take reasonable measures under the circumstances to remedy and improve the situation presented.

F. Assure the City that the conduct and activities of the Consultant's employee(s) will not be detrimental to the interest of the City or public.

G. The Consultant shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and to the public, the name of the Consultant. The identification system shall be furnished at the Consultant's expense and may include appropriate attire and name badges as specified by the City.

H. The Consultant shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, fax machines, etc.

5.1 Dress Code and Appearance

The Consultant(s) shall require each of its employees to adhere to industry standards of work ethics and attire. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Consultant's logo may be worn, and no caps shall be worn backwards.

5.2 Contract Enforcement

The Consultant(s) or its authorized representative shall meet with the Community Development Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits at any time for the purpose of monitoring performance. The Consultant shall cooperate with City, representative(s) in the review and monitoring of Consultant's performance, and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

5.3 Term of Agreement

The term of the Agreement is expected to commence on July 9, 2025. The initial term of the Agreement is anticipated to be for one (1) year, with one possible – one (1) year extensions, at the sole discretion for renewal by the City.

SECTION E

PROPOSAL SCHEDULE

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

SECTION E PROPOSAL SCHEDULE

BUILDING & SAFETY SERVICES REQUEST FOR PROPOSAL (RFP) 2025 IN THE CITY OF LAKEWOOD, CALIFORNIA

Proposal A – Rate and Services Structure

1. For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related consultant position. For a percentage of fees system, proposals shall clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collection.

   Hourly rates should include, but not limited to the following consulting services roles:

Job Description	Hourly Rate
Building Official	
Certified Building Official	
Deputy Building Official	
Plan Checker	
CASp Inspector	
Building Inspector	

Alternative Services that may be considered by the City

1. Fee structure for Plan Check: Indicate fee as a percentage of the City's collected plan check fee of a first-time check and re-check. This fee should include shipping and courier service (if applicable).

Plan Check	Percentage
First-time check	
Re-Check	

2. Firm shall provide separate fee percentages for project valuations of:

   - $1 to $15,000
   - $15,000 to $30,000
   - $30,000 to $75,000
   - $75,000 and greater

Valuation	Percentage
$1 to $15,000	
$15,000 to $30,000	
$30,000 to $75,000	
$75,000 and greater	

The Consultant may provide a fee percentage pursuant to best practices or industry standards

3. Fee Option for expedited Plan Check (if applicable)

Valuation	Percentage

Proposal B – Rate and Services Structure for Sub-Consultant(s)

Sub-Consultant(s)	Hourly Rate

Proposal B Schedule Total:$_____

The Consultant shall be responsible for calculating and providing unit prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

Proposal Schedule A & B Total: $_____

SECTION F

BUILDING OFFICIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2025
IN THE CITY OF LAKEWOOD, CALIFORNIA

Exhibit "A"
DRAFT Professional Services Agreement for the City of Lakewood _____ _____, 2025

1. IDENTIFICATION

This Agreement is effective as of the _ day of _____ 2025 by and between the City of Lakewood (hereinafter collectively referred to as "CITY") and _____ (hereinafter collectively referred to as "Consultant").

2. RECITALS

Whereas, CITY desires to retain Consultant to perform professional services in conjunction with the City of Lakewood _____ (hereinafter collectively referred to as "_____");

Whereas, Consultant is well qualified by reason of education and experience to perform such services; and

Whereas, Consultant is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages Consultant, and Consultant agrees, to provide professional services in the completion of the _____.

3. AGREEMENTS

a. Definitions: The following definitions shall apply to the following terms, except where the terms of this Agreement otherwise require:

i. "_____:" for the City of Lakewood _____ described in the attached Proposal labeled as Exhibit "A."

ii. "Services:" Such professional services as are necessary to be performed by Consultant in order to complete the _____ described in Exhibit "A."

b. Agreements of Consultant: The Consultant agrees as follows:

i. That the Consultant will provide professional services for _____.

ii. That the Consultant, at Consultant's sole cost and expense, may secure such other persons and/or companies as, in the opinion of Consultant, are needed to comply with the term of the Agreements and, if such persons and/or companies are retained by Consultant, such persons

and/or shall be fully qualified and insured to perform such services at described in the Request for Proposals for the _____.

iii. Invoices for services shall be submitted by Consultant in accordance with the payment schedule contained herein. Invoices shall specify the fee, the percentage completion of the work by task, the allowable total billing by task, the total invoiced to date, and the amount currently being invoiced.

c. Agreements of CITY: CITY agrees as follows:

i. CITY agrees to pay Consultant the sum of $_____ for performance of the services identified in Exhibit A. Payments to Consultant shall be made as follows:

a) CITY shall make progress payments to Consultant in accordance with the invoices submitted by Consultant on completion of each task as shown in Exhibit A. If CITY disagrees with any aspect of any invoice, including amount, percent complete or supporting documentation, CITY shall notify Consultant in writing within 15 days of receipt of invoice. If an invoice is not contested, each invoice shall be paid within 30 days of date of invoice.

b) Upon completion of services, any uninvoiced portion of the contract amount shall be invoiced. Invoices submitted by Consultant in accordance with this schedule shall be paid within 30 days of the invoice date.

ii. Additional services: Payments for any service requested by CITY during the study and not included in the Consultant's services identified in Exhibit A shall be paid on a reimbursable basis in accordance with the Consultant's standard fees. These costs will be invoiced monthly and will be paid by the CITY within 30 days.

4. OWNERSHIP OF DOCUMENTS

All documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant under this Agreement shall be considered the property of CITY upon payment for services performed by Consultant. Said documents and materials shall be delivered to CITY by Consultant at the completion of the project; however, Consultant may retain copies of said documents and materials as desired.

5. TERMINATION

This Agreement may be terminated by either party upon the giving of a written "Notice of Termination" to the other party at least 15 days prior to the termination date specified in said notice. In the event this Agreement is terminated, Consultant shall be paid in full value of services rendered, based upon the percentage of completion of the Consultant's work on the date of termination.

6. NOTICES

Any and all notices, demands, invoices, and written communications between the parties by mail shall be addressed to the parties as follows:

TO CONSULTANT:	TO CITY:
Name	Aldo Cervantes
Title	Director of Community Development
Consultant Co Name	City of Lakewood
Address	5050 Clark Avenue
City, CA 90000	Lakewood, CA 90712

Any such notices, demands, invoices, and written communication by mail shall be conclusively deemed to have been received by the addressee five (5) days after the initial deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

7. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

8. SAVINGS CLAUSE

If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. ATTORNEYS' FEES

In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party in said legal action shall be entitled to recover attorneys' fees from the opposing party in any amount determined by the Court to be reasonable.

11. INSURANCE

11.1 Type of Insurance: The Consultant agrees to maintain in full force and effect during the term of this agreement the following insurance:

a) General Liability insurance policy in the amount of $1,000,000 combined single limit per occurrence and aggregate.
b) Professional Liability insurance in the amount of $1,000,000 per occurrence and annual aggregate.
c) Automobile Liability insurance in the amount of $500,000 combined single limit per occurrence, no aggregate.

11.2 Certificate: The Consultant agrees to provide CITY with a certificate of insurance indicating required coverages and naming CITY as additional insured.

12. ASSIGNMENT AND SUBCONTRACTING

Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without prior written consent of CITY.

13. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Consultant has been retained as an independent contractor as distinguished from an employee or agent of CITY to perform the aforementioned services. The Consultant acknowledges the independent contractual relationship and releases CITY from any liability or obligation to make deductions or withhold for the compensation of any officer, agency or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension, and/or retirement benefits. It is expressly understood that no officer, agent or employee of Consultant shall have any CITY status or benefit, including health, retirement and workers' compensation benefits.

Consultant shall cover all its officers and employees where required by law with worker's compensation insurance or benefits. Consultant does hereby assume all risk to itself, its personnel, subcontractors and agents and employees thereof for personal injury or death, and all risk of property damage or loss to any property, wares, vehicles and materials from whatever sources and further releases CITY, its officers and employees from any liability therefore.

14. LIABILITY AND INDEMNIFICATION

Consultant agrees to assume liability, and defend and indemnify CITY, the City Council, its officers and employees, from any loss, cost or expense caused by the negligent or wrongful act or omission or Consultant, its agency and employees, or its subcontractors and the agents and employees thereof, for or on account of any injury or damage sustained because of or arising out of services performed by Consultant herein, but only to the extent that liability is imposed on CITY by reason of the malfeasance or nonfeasance of Consultant.

CITY agrees to assume liability and defend and indemnify Consultant, its officers and employees, from any loss, cost or expense caused by the negligent or wrongful act or omission of Consultant, its agency and employees, or its subcontractors, or other persons providing similar services to CITY and

retained by CITY, for or on account of any injuries or damages sustained because of the negligent or wrongful act of the foregoing.

15. RESERVATION OF RIGHTS

Nothing in this Agreement shall be deemed to bind CITY to any course of conduct other than its obligation hereunder to pay Consultant for said services as rendered. It is understood that CITY reserves the complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it or submitted by said Consultant, and in that regard, the only responsibility of CITY shall be to pay Consultant for services as rendered. It is further understood that acceptance herein by CITY of any design, plan or specification of Consultant shall be for the purpose of compensating Consultant, and shall not be binding on CITY as to any further course of action. CITY reserves the complete right to authorize the completion and construction of any phase of the work, or to deviate from said construction plan in any degree, or to discharge Consultant in accordance with the terms and provisions of this Agreement.

16. COUNTERPART EXECUTION

This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts, together shall constitute one and the same agreement.

CITY OF LAKEWOOD	Consultant Name
_____	_____
Mayor	Name Title
_____	_____
Date	Date

APPROVED AS TO FORM

_____
City Attorney

EXHIBIT “A