

Request for Proposal

FOR OUTSIDE PLAN REVIEW, PERMITTING AND FIELD INSPECTION SERVICES

September 19, 2022



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

**City of Folsom
50 Natoma Street
Folsom, CA 95630**

REQUEST FOR PROPOSAL

***Proposals due Friday, October 21, 2022 at 4:00 PM
Community Development Counter***

**PLAN REVIEW, PERMITTING AND INSPECTION SERVICES
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I. INTRODUCTION

The City of Folsom (hereinafter referred to as the “City”) requests proposals from qualified consulting engineering firms (hereinafter referred to as “Consultant”) in order to establish a contract or set of non-exclusive contracts for outside plan review, permitting and field inspection services. Disciplines for these services include Building, Development Engineering, Planning, Fire Protection, and Arborist services. The Community Development Department will administer this contract.

II. BACKGROUND

The City of Folsom’s Community Development Department has permanent staff that performs most of the plan review, permitting and inspections. In the event that the demand is in excess of the capacity of the staff, contract services are utilized. Some projects are outsourced entirely for the review and/or inspections, and other times the Consultants have provided staff full or part time at an hourly rate at the option of the City. Inspections services would be performed on an hourly basis. With the potential of a large volume of projects in the near future, the need for additional assistance is anticipated to keep up with set review time limits and inspection schedules.

III. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to solicit design professionals with the appropriate credentials, expertise and experience performing plan review, permit processing and inspections. The City welcomes proposals from design professionals with expertise in any number of areas. Please include in the proposal which services can and cannot be provided. As efficient customer service is a primary goal for the City, the selected Consultant(s) must be responsive and all work must be performed within predetermined time schedules.

II. CONTACTS

Please provide any questions regarding this RFP in writing. Questions may be received by no later than 4 P.M., Friday October 14, 2022. The main point of contact for this RFP is the Building Official at the City of Folsom:

Scott Zangrando
Building Official
City of Folsom
Community Development Department
50 Natoma Street
Folsom, CA 95630
Phone: (916) 461-6225
E-mail: szangrando@folsom.ca.us

V. SCOPE OF WORK AND COST OF SERVICES

At the City's option, the plan review may be performed in whole or in part by using one of the different packages defined below. The fee for packages "A" through "K" may be set up as a percentage of the fee received by the City for plan review for the given project based on current adopted fee schedules. The maximum fee shall not exceed 65% of the plan review fee received by the City for the whole building review. Where a partial review is requested by the City, the maximum fee shall not exceed 40% of the plan review fee received by the City for either the structural or nonstructural review. Proposals shall include fee break downs in each of the following "Packages" and shall include the costs of the initial review and all subsequent reviews. Plan reviews and inspections are to include enforcement of all applicable Federal, State, County and City of Folsom, Regulations, Ordinances and Policies. The nonstructural reviews shall include all regulations, Codes and Standards including but not limited to Building, Residential, Electrical, Mechanical, Plumbing, Energy, Fire, Historical, Green, Existing Codes and City Regulations, Ordinances and Policy. Please provide a fee for each package listed below. Proposed fees for all "Packages" are required to be provided by each firm.

A) Plan Check "Packages"

a. Plan Review Package "A"

Complete structural and non-structural commercial building plan review not including Fire Sprinkler, Fire Alarm, or Hood Suppression System

b. Plan Review Package "B"

Complete non-structural commercial building plan review not including Fire Sprinkler, Fire Alarm, or Hood Suppression System

c. Plan Review Package "C"

Complete structural commercial building plan review

d. Plan Review Package "D"

Complete residential building plan review including the residential fire sprinkler review.

e. Plan Review Package "E"

Complete nonstructural residential building plan review including the residential fire sprinkler review.

f. Plan Review Package "F"

Complete structural residential building plan review

g. Plan Review Package "G"

Plan Review services for Residential Photo Voltaic Systems. Plan review timeline shall not exceed 3 business days starting day after it was assigned.

h. Plan Review Package “H”

Plan Review for residential Swimming pools. Plan review timeline shall not exceed 5 business days starting day after it was assigned.

i. Plan Review Package “I”

Plan review services for Residential Patio Covers. Plan review timeline shall not exceed 3 business days starting day after it was assigned.

j. Plan Review Package “J”

Plan Review services for Residential EV Chargers. Plan review timeline shall not exceed 3 business days starting day after it was assigned.

k. Plan Review Package “K”

Review of projects that are only Fire related scope services such as Fire Sprinkler systems, Fire Alarm systems, Exhaust hood fire suppression systems, Medical Gas systems, Liquid Propane systems and other fire related project review.

l. Plan Review Package “L”

Landscape plan review services for residential projects (MWELo)

m. Plan Review Package “m”

Landscape plan review services for commercial projects (MWELo)

n. Hourly Rates

Please provide hourly rates for the following services.

Building Official
Structural Plan Review Engineer
Non-Structural Plans Examiner
Plans examiner for Minor projects (as in Items g through j above)
Building Inspector III (Senior Combination)
Building Inspector II (Commercial)
Building Inspector I (Residential)
Senior Permit Technician
Permit Technician
Clerical/Administrative Assistant
Civil Plans Examiner
Civil Construction Inspector
Fire Plans Examiner
Fire Inspector
Land Scape Plans Examiner (MWELo)
Land Scape Inspector (MWELo)

Certified Arborist
Land Surveyor
City Engineer
Architectural Historian/Historic Design Review Professional
Environmental Planner

No additional fees shall be charged to City for completion of the work in any of the packages listed (other than approved hourly fees, where applicable), including, but not limited to, pick up, delivery, mileage, shipping, meetings, phone calls, electronic applications and amenities, processing and other materials, labor and handling.

B) Process and Availability

1. The Consultant shall perform the plan review iterations required to obtain approval of each project for the percentage of fee proposed. Prior approval by the City is required for any and all charges proposed in addition to the percentage agreed to in the Plan Review Package. Prior approval by the City is required for any and all charges proposed for deferred submittals and revisions that may occur on projects reviewed by the Consultant. Any additional plan review fees proposed to be charged must be preapproved by the City and submitted to the City prior to permit approval.
2. See the attached Exhibit "A" for plan review timelines. This represents the maximum number of days the consultant has to complete the project and have it available for the City to process. The day count shall start the day after the project is assigned to the consultant.

Penalty

If the review is completed and returned to the city in one (1) to five (5) business days in excess of the due date, a 10% reduction in cost to the City shall be provided. If the response time exceeds five (5) business days in excess of the due date, the plan review shall be completed at no cost to the City. *The Consultant shall notify the City at least two (2) business days in advance if the plans will not be completed within the stipulated time frame.* The response time for more complex projects as determined by the City may be negotiable.

3. List a "typical" notification time required for the Consultant to provide inspection staff for the City.
4. Indicate the availability of the Consultant's personnel assigned to the project to attend a meeting at the City to address questions or discuss issues with City staff, design team and/or construction team that may arise on a project at no additional cost to the City for projects paid on percentage. Meetings may occur prior to permit submittal, during the review process and after permit issuance and typically will not exceed two hours for each meeting.

5. Indicate the availability of Consultant's representative to attend bi-monthly plan review and/or inspection related meetings at the City at no additional cost to the City. Estimate meeting duration of two hours.
6. Indicate the availability of the Consultant's staff to discuss projects and technical data via phone or other means with the City's staff, design team and/or construction team at no additional cost to the City for projects paid on percentage.
7. Indicate processing times and costs for plan reviews that the City may require to be expedited. Typically, an expedited review would be one half of the normal turnaround times.
8. Describe your firm's familiarity using ProjectDox and ComDev (Community Development by Central Square). Also describe the process by which your firm identifies when an electronic plan review has been sent to your firm, how it is processed, and returned to the City.
9. Indicate your ability to provide third-party plan reviews/inspections by allowing an applicant to provide payment directly to the Consultant for Consultant's portion of the plan review fee or inspection costs. Provide an outline of the process and submit samples of any forms that may be utilized for this procedure.

C) Statement of Work

Upon award of a contract, the Consultant shall perform plan review services and/or field inspection services.

Plan Review Services:

1. Plan review shall be performed at the Consultant's offices unless specific arrangements are made with the City.
2. Consultant shall assign personnel who are professionally qualified to perform commercial and/or residential construction document plan check.
3. Consultant shall designate one individual as the responsible contact for all communications between the City and Consultant for the life of the contract and, in the event the contact changes, notify City immediately. In the proposal please provide the Firm's point of contact and backup.
4. Consultant shall furnish assigned personnel with all necessary materials, resources and training to conduct plan review and inspection services, including a current copy of applicable City amendments, policies, procedures and forms.

5. 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 City of Folsom are satisfied. Consultant shall contact City if there are questions.
6. Consultant shall respond within one business day upon each notification that a plan check is authorized.
7. In the event of a paper plan set requires review, the consultant shall pick up all documents to be reviewed from the City of Folsom City Hall located at 50 Natoma Street Folsom, CA. Stated plan review turnaround times will begin the next business day after the Consultant has been notified by the City. Consultant shall conduct each plan check in a timely manner and within time-frame guidelines established by the City. Upon completion of each plan review, the Consultant shall return the reviewed documents to the City and provide a hard copy of the plan review comments in the format designated by the City and input the comments into ProjectDox. Upon completion of the plan review where approval of the documents is recommended, the Consultant shall provide (2) complete sets of all final review documents annotated as approved to the City of Folsom City Hall.
8. Electronic Plan reviews shall be completed using the electronic plan review process established by the City. For larger projects, uploaded and emailed corrections letters may be sufficient with prior approval from the City. Paper plan review comments shall be issued through the electronic plan review software.
9. Consultant shall conduct and coordinate all communications with the City's representative or authorized designee. The Consultant shall not contact the applicant when plans are approved. The 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 the 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's plan review staff must be available via email and phone or electronic meeting to discuss project questions with the applicant. A contact email shall always be provided to the applicant to directly contact the reviewer.

Permit Processing Services:

1. All permit processing and counter services shall be performed at the City office and under the direction of City staff unless alternate options are discussed and approved by the City prior to the commencement of the work.

2. Consultant shall assign personnel who are professionally qualified to perform permit processing and counter services. All on-site materials, resources, tools and City policy training shall be supplied by the City.

Field Inspection Services:

1. All field inspection shall be performed through the City Community Development Department and under the direction of City staff.
2. Consultant shall assign personnel who are professionally qualified to perform commercial and/or residential construction inspection. All vehicles, safety apparel, communication devices, materials, resources, tools and training shall be supplied by the Consultant. City shall provide City-specific policy training and provide any necessary City maps, forms and data entry training.
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.

General:

All consultant's employees working on-site at the City or in the field shall be subject to fingerprinting and background checks as required by the City. Consultants shall bear the cost of such checks. Employees shall be professionally attired.

VI. SUBMISSION OF PROPOSALS

Six (6) copies, including one original, of the proposal must be received no later than 4:00 p.m. on Friday, October 21, 2022. Proposals shall be delivered in an envelope clearly marked: *Proposal for Outside Plan Review and Field Inspection Services*. The applicant's name, the appropriate contact, addresses and telephone number shall be included on the envelope. Consultant uses mail or courier service at their own risk. City will not be liable or responsible for any late delivery of proposals. Proposals shall be submitted to:

Scott Zangrando
Building Official
Community Development Department
City of Folsom
50 Natoma Street
Folsom, CA 95630

Until the proposals are opened, the proposals shall be held in confidence and shall not be available for public review. Upon opening the proposals, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

VII. GENERAL CONDITIONS

A. Limitations

This request for proposal (RFP) does not commit City to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. City expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposing Consultant and of the suitability of the materials and/or services to be rendered. City reserves the right to withdraw this RFP at any time without prior notice. Further, City reserves the right to modify the RFP schedule described above.

B. Award

City may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. City also reserves the right to award the contract without discussion based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by City and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposing Consultant and selected Consultant in:

1. Preparing proposals in response to this RFP
2. Submitting proposals to City
3. Negotiations with City on any matter related to proposals.
4. Other expenses incurred by a proposing Consultant prior to the date of award of any agreement.

In any event, City shall not be liable for any pre-contractual expenses incurred by any proposing Consultant or selected Consultant. Proposing Consultants shall not include any such expenses as part of the price proposed in response to this RFP. City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected in December 2022.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within a stated budget.

The organization of the proposal should follow the general outline below. Each proposal should consist of six (6) copies of the technical proposal.

A. Transmittal Letter

The transmittal letter shall include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

B. Table of Contents

Provide a list of sections in the proposal and the associated page numbers.

C. Scope of Work

Develop the Scope of Work consistent with Section V of this proposal. Provide the scope of work information in a format such that it can be pulled out of the RFP and inserted into the contract as a schedule and include the cost for each package in a table format. If necessary, discuss reasons for any revisions to the requirements as described and provide sufficient detail for any modified approach, methods, and tasks. A sample City Agreement is attached as Part X of this RFP.

D. Project Deliverables

The deliverables shall be consistent with Section V of this proposal. This shall include a summary of the Project Deliverables with schedule. Provide the project deliverables with schedule in a format that can be pulled out of the PRF and inserted into the contract as a schedule. If necessary, discuss reasons for any revisions to the requirements or sample contract as described and provide sufficient detail for any modified approach, methods, and tasks or terminology.

E. Consultant and Sub-Consultant Staff

This section shall describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix or organization chart shall be included, indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional during each phase or task making up the project. Key personnel who are included in the proposal must be committed for the duration of the contract. Any substitutions or changes to the project team must be brought to the attention of the City and approved. If a subconsultant will be used, the proposing Consultant shall include a letter from the sub-consultant committing to perform at least the work shown for sub-contracting professional in the above-described matrix.

F. Consultant Qualifications and References

This section shall describe the nature and outcome of projects previously conducted by the Consultant which are related to the work described within the RFP. Descriptions shall include client contact names, address, phone numbers, email addresses, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a sub-Consultant is proposed, two to three similar qualifications and references shall be provided for all sub-Consultants.

G. Cost Information

Develop the cost as described in section V of this proposal. Provide the cost information in a format that it can be pulled out of the RFP and inserted into the contract as a schedule and include the scope of work for each package in a table format. If necessary, discuss reasons for any revisions to the requirements as described and provide sufficient detail for any modified approach, methods, and tasks.

H. Invoicing

Invoices shall include the City's Application Number, Address of Project, Project Name and the amount billed for each project. If the project was performed on an hourly basis, the invoice shall include each person's name, title, hourly rate and hours being billed to the City. Hourly plan review charges must be provided to the City prior to permit approval. Hourly charges must also be included on the monthly invoice.

Where applicable, when the first review is completed and returned to the City, each project shall be accompanied by a Fee Calculation Sheet indicating the amount that will be billed to the City and a breakdown of the associated costs.

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of City Staff will evaluate the proposals. Proposing Consultants may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. City reserves the right to select a consultant or Consultants based solely on written proposals and not convene oral interviews.

The evaluation and selection will be based on the following:

All proposals shall be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the City alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Only the information provided with the proposal, subsequent discussions and clarifications provided in writing, and the proposal's written Best and Final Offer, will be used in the evaluation process and award determination.

Proposals will be compared based upon a combination of factors, and a contract or contracts will be awarded based upon the recommendation of the Chief Building Official's evaluation of the factors. More than one contract may be awarded. The factors to be considered are:

- Professional qualifications of the personnel proposed to perform the work.
- Prior experience of the Consultant in providing plan check or inspection services to the City and to other jurisdictions.
- Availability of the Consultant to perform necessary services upon demand.
- Location of Consultant's offices providing services.
- Availability of one individual from the Consultant to be contact person for the City on all projects.
- Completeness of the Consultant's response to the RFP.
- Competitiveness of the cost for services.

Consultant Qualifications:

Applicant shall demonstrate that they possess the following minimum qualifications or equivalent as determined by the City based on the services proposed on:

Licensed professional engineers\ Land Surveyor
Certified Access Specialist (CAsp)
ICC Certified Plans Examiner
ICC Certified Building Inspector combinations
ICC Certified Building Permit Technician
Current valid State of California driver's license
Certified Arborist

Consultant Response:

In order to properly evaluate proposals, the following information shall be included:

1. Professional Qualifications:

List all personnel proposed for performance of service to the City. Include all professional qualifications for each individual.

2. Insurance

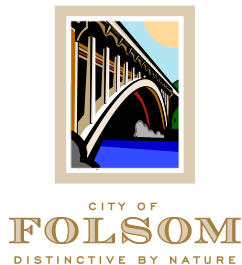
List general, automobile and professional liability insurance sufficient to meet minimum requirements of the City Risk Management Department.

3. Prior Experience:

List examples of prior experience in providing plan check or inspection services to either the City or a similar agency. If applicant has not provided this service to the City before, include references from each agency where service has been provided.

4. Any other information the Consultant may deem crucial to clarify or support the requirements in this RFP.

X. SAMPLE AGREEMENT



CITY OF FOLSOM CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of _____ 2022 ("Effective Date") by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, City desires to hire a consultant to provide _____ services at various locations throughout the City and on an on-call basis; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

1. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

2. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for one year, whichever is sooner, unless otherwise terminated as set forth in Paragraph 17 of this Agreement.

3. Schedule for Performance City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the

Proposal. Deviations from the time schedule stated in the Proposal may be made with the approval of the _____ Director, or his/her authorized representative.

4. Compensation

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, is _____. In the event the cost for services exceeds _____, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

5. Invoicing, Payment, Notices

A. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. Invoices that include charges for services rendered during the month of June shall not include any charges incurred after June 30th. A separate invoice shall be submitted for all services rendered after June 30th.

B. Consultant shall transmit invoices and any notices required by this Agreement, to City as follows:

Project Manager's Name _____ Department _____
City of Folsom
50 Natoma Street
Folsom, California 95630

C. City shall transmit payments on invoiced amounts, and any notices required by this Agreement to Consultant as follows:

6. Professional Services

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

7. Independent Contractor

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. Authority of Consultant

Consultant enters into this Agreement as an independent contractor and not as an officer, employee or representative of the City. Accordingly, Consultant shall provide information, recommendation, and advice to City, but shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity as agent, or to bind City to any obligations whatsoever.

9. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

Neither this Agreement, any duties or obligations under this Agreement, nor the intention or expectations of the City will cause the Consultant to be a “public official” as that term is used in California Government Code section 87100. The City and Consultant agree that the Consultant is not a “public official” or “participating in governmental decisions” as those terms are used in section 87100. The City and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause the Consultant to be a “public official” or “participating in a governmental decision” as those terms are used in section 87100. Nothing in this Agreement shall be construed to be inconsistent with the Consultant’s status as an independent contractor.

10. Assignment and Subcontracting

Consultant's rights, duties and obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City.

11. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act (“PRA”). Consultant understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Consultant to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Consultant’s prior consent or approval.

12. Indemnification

Consultant shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. Insurance

During the term of this Agreement, Consultant shall maintain and provide evidence of insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

14. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

15. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

16. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

17. Termination

A. City or Consultant may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date.

B. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination.

C. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, prepared or in the process of being prepared under the provisions of this Agreement.

18. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

19. Incidental Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Consultant that any such person or entity, other than City and Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

20. Miscellaneous Provisions

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either City or Consultant shall at any time or times 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 any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

21. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

22. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

23. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CONSULTANT:

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Community Development, Director Date

Steven Wang, City Attorney Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

EXHIBIT A
CONSULTANT PLAN REVIEW TIMELINES
See following pages

Consultant Plan Review Timelines

Commercial	Days
New Buildings, Alterations over 3,000 sq. ft. or over 300k	15
Additions, Pools, Solar, Alterations less than 3,000 sq ft and less than 300k, model home complexes	10
EV Chargers, Racking, Carports, Awnings, Trellises, Decks	6
Fire Sprinklers, Alarms, Hood Suppression Systems	6
Revisions/Deferred Submittals	5

Residential	Days
Master Plans	15
New Custom Home, Duplex	15
ADUs, Poolhouses, Garages	10
Carports or Sheds	6
Additions	10
Remodels	6
Pools	5
Patio Covers, Sunrooms, EV Chargers, PV Systems	3

EXHIBIT B INSURANCE

NOTE: The word “Consultant” in this Exhibit refers to either “Consultant” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

- A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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 - d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
- 3. Workers' Compensation
 - a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
 - b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
 - c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
- 4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
- 5. Professional Liability Insurance
If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.
- 6. Other Insurance Provisions:
 - a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. Acceptability of Insurers: Insurance is to be placed with insurers with **a Bests' rating of no less than A:VII.**
8. The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
10. Such report shall contain:
- a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
14. The making of progress payments to the Consultant shall not be construed as

relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.

EXHIBIT C
BUILDING PERMIT FEE CALCULATION

Building Permit Fees

Building Permit fees are Calculated based on the valuation of the work. New buildings are calculated using the Building Valuation Table published by the International Code Council. The City updates the table each July to the most current table published. Other projects are based on the valuation presented to the Building Division and most often verified by signed contract. The current table is shown below. See also the Folsom Municipal Code Section 14.02.050 Item G for determining the valuation.

Once the valuation is determined. The building permit fees are calculated using the Blue Table below. Plan review fees are calculated as 100% of the building permit fee for commercial and industrial projects and 80% of the permit fee for residential projects that are designed using the California Residential Code.



Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.0 6	298.6 6	291.6 4	280.5 8	263.9 8	255.8 2	272.0 2	244.8 0	237.0 2
A-1 Assembly, theaters, without stage	282.8 5	272.4 5	265.4 2	254.3 7	237.7 7	229.6 1	245.8 1	218.5 9	210.8 0
A-2 Assembly, nightclubs	237.3 1	230.2 3	224.5 6	215.3 6	202.9 9	197.4 0	207.6 9	183.6 8	177.4 0
A-2 Assembly, restaurants, bars, banquet halls	236.3 1	229.2 3	222.5 6	214.3 6	200.9 9	196.4 0	206.6 9	181.6 8	176.4 0
A-3 Assembly, churches	286.9 0	276.4 9	269.4 7	258.4 2	242.2 3	234.0 7	249.8 6	223.0 5	215.2 6
A-3 Assembly, general, community halls, libraries, museums	244.7 7	234.3 7	226.3 4	216.2 9	198.9 4	191.7 9	207.7 3	179.7 7	172.9 8
A-4 Assembly, arenas	281.8 5	271.4 5	263.4 2	253.3 7	235.7 7	228.6 1	244.8 1	216.5 9	209.8 0
B Business	240.9 0	232.0 7	223.5 1	214.0 8	194.9 1	187.3 6	205.6 8	172.0 2	164.3 4
E Educational	257.7 0	248.8 9	242.3 5	231.9 0	216.4 7	205.5 4	223.9 2	189.2 1	183.3 1
F-1 Factory and industrial, moderate hazard	144.9 3	138.1 1	130.3 9	125.4 0	112.4 9	107.1 0	120.0 2	92.69	86.88
F-2 Factory and industrial, low hazard	143.9 3	137.1 1	130.3 9	124.4 0	112.4 9	106.1 0	119.0 2	92.69	85.88
H-1 High Hazard, explosives	135.2 9	128.4 7	121.7 5	115.7 6	104.1 4	97.75	110.3 9	84.34	N.P.
H234 High Hazard	135.2 9	128.4 7	121.7 5	115.7 6	104.1 4	97.75	110.3 9	84.34	77.53
H-5 HPM	240.9 0	232.0 7	223.5 1	214.0 8	194.9 1	187.3 6	205.6 8	172.0 2	164.3 4
I-1 Institutional, supervised environment	244.4 5	236.0 8	229.0 6	219.8 2	202.1 6	196.5 8	220.1 0	181.2 5	175.8 1
I-2 Institutional, hospitals	401.2 2	392.4 0	383.8 3	374.4 0	354.2 9	N.P.	366.0 0	331.4 0	N.P.
I-2 Institutional, nursing homes	279.1 5	270.3 2	261.7 6	252.3 3	234.6 4	N.P.	243.9 3	211.7 5	N.P.

I-3 Institutional, restrained	273.4 0	264.5 7	256.0 0	246.5 7	229.1 3	220.5 8	238.1 7	206.2 4	196.5 6
I-4 Institutional, day care facilities	244.4 5	236.0 8	229.0 6	219.8 2	202.1 6	196.5 8	220.1 0	181.2 5	175.8 1
M Mercantile	177.0 2	169.9 4	163.2 7	155.0 7	142.4 8	137.8 8	147.4 0	123.1 7	117.8 9
R-1 Residential, hotels	246.9 4	238.5 6	231.5 4	222.3 0	204.3 5	198.7 7	222.5 8	183.4 4	178.0 0
R-2 Residential, multiple family	206.8 1	198.4 3	191.4 1	182.1 7	165.4 1	159.8 3	182.4 6	144.5 0	139.0 6
R-3 Residential, one- and two-family ^d	192.5 8	187.3 7	182.5 3	178.0 4	172.8 5	166.5 9	175.0 1	160.3 5	150.8 7
R-4 Residential, care/assisted living facilities	244.4 5	236.0 8	229.0 6	219.8 2	202.1 6	196.5 8	220.1 0	181.2 5	175.8 1
S-1 Storage, moderate hazard	134.2 9	127.4 7	119.7 5	114.7 6	102.1 4	96.75	109.3 9	82.34	76.53
S-2 Storage, low hazard	133.2 9	126.4 7	119.7 5	113.7 6	102.1 4	95.75	108.3 9	82.34	75.53
U Utility, miscellaneous	104.9 8	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$2,000	\$100.00
\$2,001 to \$25,000	\$100.00 for the first \$2,000 plus \$10.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$330.00 for the first \$25,000 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$530.00 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$880.00 for the first \$100,000 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,280 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and Up	\$6,030 for the first \$1,000,000 plus \$5.00 for each additional \$1,000 or fraction thereof