

**CITY OF WEST HOLLYWOOD**  
**Community Development Department**

Request for Qualifications

*Plan Review and Supplemental Services*

Release Date: September 19, 2017

**PROJECT DESCRIPTION**

The City of West Hollywood invites qualified persons and/or consulting firms to submit a Statement of Qualifications (SOQ) for plan review and supplemental services related to building construction and the permitting process. These services may include plan check services, on-site plan check assistance, CASp (Certified Access Specialist) services, inspection assistance, permit technician assistance, professional development training and other related professional and technical services for the Community Development Department. Through this Request of Qualifications (RFQ), the City will select one or more qualified consultants (“Consultant Bench”) with which the City may contract to provide the above noted services to the Building and Safety Division.

The selected consultant(s) will report to the Building Official but will work closely with staff on various tasks. The City anticipates entering into an agreement via a bench contract with the selected firm(s) based on negotiated fees. Work is not guaranteed, but as the need for professional services arises, the City will contract the firm(s) for the specific work tasks. The term of the contract is 3 years.

**CONTEXT**

The City of West Hollywood is densely populated with about 36,000 residents within 1.9 square miles. The City offers a positive environment that embraces diverse backgrounds, encourages creativity and innovation, with the goal of meeting the unique needs of our community. West Hollywood strives to provide high quality customer service, improve efficiency and works with our customers to resolve challenges with innovation while ensuring public safety through the enforcement of the State and City Codes and other applicable laws.

**SCOPE OF WORK**

The scope of services shall include the following:

- 1) Plan review services performed by an International Code Council (ICC) certified plans examiner on an as-needed basis which shall include but not be limited to:
  - Building Plan Review
  - Mechanical Plan Review
  - Electrical Plan Review
  - Plumbing Plan Review
  - Grading and Shoring Plans

- CalGreen Review
  - California Energy Compliance
- 2) On-site plan check engineer(s) - On-site plan check engineer(s) will be required to assist the Building and Safety division on either a temporary full-time or part time basis depending on the needs of the Division.
  - 3) Electronic Plan check – Consultants may be required to provide plan review and scope of work services through an electronic plan review system.
  - 4) Inspection Services - Provide ICC certified Building Inspectors to assist with field inspections on an as-needed basis.
  - 5) CASp Services – Provide a certified CASp professional to review plans, perform site visits and meet with the public to discuss related to State and Federal Accessibility compliance.
  - 6) Permit Technician Assistance - Provide an ICC certified Permit Technician to provide support assistance on an as-needed basis.
  - 7) Professional Development Training – Provide training to staff on various Code related items, certifications, and new federal and state legislation policies.

## **REQUIRED INFORMATION AND FORMAT OF PROPOSAL**

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFQ.

- 1) Letter of Introduction
  - a. Provide a letter of introduction signed by a Principal or Senior Officer of the firm.
  - b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
  - c. Include the name, title and resume of the person who will be the lead manager.
- 2) Firm Information and Qualifications
  - a. Number of years the firm has been in business
  - b. List the company and individual team members' experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of services proposed to be provided by that individual.
  - c. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
  - d. Provide a statement demonstrating your firm's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of West Hollywood addressing the scope of work identified above.
  - e. Explain the firm's experience providing similar services to other jurisdictions or organizations as outlined in the scope of work above.
- 3) References
  - a. Provide a list of at least 5 current municipal references. Include name of jurisdiction or organization, job title, email address, mailing address, telephone number(s). Identify the

type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

- 4) Firm's or Team's Capabilities and Abilities; Review Times and Requirements.
  - a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of West Hollywood addressing scope of work identified above.
  - b. Provide a schedule of turn-around time for various project types and sizes. Note: The City of West Hollywood recognizes that large more complex projects require additional time and will be discussed with the Building Official on an individual basis.
  - c. Provide a statement of the firm's or team's ability to provide a plan check engineer and Inspector on site for a minimum of (20) twenty hours and a minimum of (3) three days per working week.
  - d. Provide a statement of the firm's or team's ability to provide the City with qualified contract staffing services for the tasks described above. Indicate how the firm or team will carefully pre-screen all contract personnel prior to referral to the City to assure that they possess all of the required skills and abilities to perform the assigned tasks. The contract personnel provided shall meet the minimum qualifications, minimum education and experience required by the classification specification for the job to be performed (Attachments B & C).
  - e. Provide a statement indicating how contract staff will be screened. Indicate how the firm or team conducts fingerprint-based background checks and employment reference checks for selected contract personnel within a reasonable time frame prior to start date of assignment. The agency shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases. If team or firm uses an outside company to conduct background checks, the team or firm shall only use registered, licensed investigators.
  
- 5) Professional Services Fees
  - a. Provide a proposed schedule of total fees proposed for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs.
  - b. Provide a listing of hourly rates for services, by type of personnel and/or service.
  
- 6) Explain the firm's or team's use of technology, such as whether you employ an internet tracking system that can be accessed by city staff to check on status of the plan reviews.
  
- 7) Describe how your firm provides for responsiveness to phone calls or email from city staff; discuss your anticipated relationship with the City of West Hollywood and your organization.
  
- 8) Include a statement regarding whether the City's standard consultant agreement (see Attachment A) is acceptable as is, or whether any modifications would be proposed.
  
- 9) List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.
  
- 10) Describe your firm's customer service philosophy and provide examples where this

philosophy is demonstrated.

## **GENERAL TERMS AND CONDITIONS**

- 1) The Consultant shall provide the Inspector with a vehicle to perform inspections. Mileage while performing inspections in the City will be reimbursed at the current IRS standard mileage rate.
- 2) The Consultant shall provide its own approval stamp with language that is to the satisfaction of the Building Official and shall stamp construction documents that are recommended for final approval.
- 3) Consultant shall use the City's permitting system, eTrakit to upload plan check reviews and comments.
- 4) The Consultant shall provide weekly time sheets to the City that shall be designed to accurately reflect actual hours worked per week by each contract personnel. Provide a statement indicating how the firm or team will submit itemized invoices for payment directly to the City. The invoice shall indicate the full name of the temporary personnel, the hourly rate of pay received by the contract personnel for each assignment (as indicated in the agency's original proposal), the agreed-upon hourly rate paid to the agency, including markup percentage, and the subsequent total bill hourly rate for each assignment. The firm or team shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each contract personnel. Contract personnel shall remain the employee of firm or team and shall not receive City benefits.
- 5) Any overtime by Consultant Staff shall be pre-approved by the Building and Safety Manager. Overtime payment commences after a 40 hours have been exceeded in a work week.
- 6) Consultant shall be responsible for communicating its safety practices, benefits, and timecards to the City and to its employees.
- 7) Consultant agrees to promptly notify the City whenever a client or consultant has an interest in any portion of the services referred to the Consultant for professional services.
- 8) The City reserves the right to inspect/review the work being performed by the consultants at any time.

## **EVALUATION AND SELECTION CRITERIA**

Evaluation of the proposals will be based upon a competitive selection process. Selection will not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional services in an efficient, qualified, and cost-effective manner, in combination with in-house city staff resources. City staff and evaluators will review all statements of proposals received in a timely manner. The candidate will be evaluated on the following criteria:

- 1) Experience in providing the same or similar services.

- 2) Ability to understand and perform these services efficiently and in accordance with the requirements of City, approved documents and State adopted codes.
- 3) Demonstrated ability to make appropriate judgments about building code interpretations and alternate methods of achieving compliance with applicable codes in consultations with the City's Building Official.
- 4) Exceptional customer service.
- 5) Strength of personnel and team proposed to provide services.
- 6) Cost to perform the required services as stated in the Scope of Work.
- 7) Oral and written communication abilities.
- 8) References.
- 9) Responsiveness to Scope of Work.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFQ, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFQ. The consultant, by submitting a response to this RFQ, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City will interview several firms responding to this RFQ, and will enter into more than one contract with multiple individuals or firms to address the full range of services needed under this RFQ.

**RFQ TIMELINE**

Proposal review and selection process is listed below, however is subject to change depending on the needs to the City.

September 19, 2017.....RFQ Released  
 October 6, 2017.....RFQ Submission Due  
 Week of October 16, 2017.....Consultant Interviews/Selection

## **PROPOSAL QUESTIONS**

Any questions regarding the RFQ shall be submitted electronically at <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> no later than **September 28, 2017 at 5:00PM**. All submitted questions and responses will be posted after the close of the question period. Proposers that contact City personnel or City Council members after the City releases the RFQ and through the evaluation period may have their proposals disqualified from consideration.

## **CONTRACT WITH CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES**

The selected consultant(s) will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the consultant. The City Council of the City of West Hollywood is the authorizing entity to issue contracts, and the contract will not take effect until it is approved by the City Council and fully executed by Consultant and City.

During the term of the contract, the Consultant will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Consultant or in any way affect the performance of the building plan check and other building services.

The City's standard professional consulting agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable, or whether you would propose any modifications. The City plans to schedule contract approvals for the City Council meeting of **November 20, 2017**, with services under the contractor(s) to begin January 1, 2018.

## **SUBMITTAL REQUIREMENTS**

Proposals will be received through 5 PM on **October 6, 2017**. Please submit 3 copies of your proposal, addressed to the attention of:

Benjamin Galan  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

Proposals must be on paper, mailed or delivered to the City of West Hollywood. Faxed or emailed proposals will not be acceptable.

## **ATTACHMENTS**

Attachment A – City's Standard Consultant Agreement  
Attachment B – Inspector Job Specification  
Attachment C – Plan Check Engineer Job Specification

Attachment: Professional Consultant Agreement and Insurance Requirements

This Agreement is made on this \_\_\_th day of \_\_\_\_\_, 2017, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
  - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
  - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20\_\_ unless extended in writing in advance by both parties.
  - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
  - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ \_\_\_\_\_ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
  - 5. **CONTRACT ADMINISTRATION.**
    - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, \_\_\_\_\_ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
    - 5.2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and any agreement or

## AGREEMENT FOR PROFESSIONAL SERVICES

approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
  - 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
  - 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the



## AGREEMENT FOR PROFESSIONAL SERVICES

City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

## 8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign

## AGREEMENT FOR PROFESSIONAL SERVICES

the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention

## AGREEMENT FOR PROFESSIONAL SERVICES

the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
  - 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
  - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
  - 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

## AGREEMENT FOR PROFESSIONAL SERVICES

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

## AGREEMENT FOR PROFESSIONAL SERVICES

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Labor Laws.** CONTRACTOR must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the City. If applicable, CONTRACTOR must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA) of 2010. CONTRACTOR shall provide the City with ACA measurement period tracking reports, designations assigned to contract personnel, and provide verification of offers of qualifying affordable health coverage to eligible temporary personnel.
- 10.5. **Time Off and Disciplinary Measures.** Contract personnel provided by the agency are not employees of the City. CONTRACTOR shall approve and provide any sick leaves, leaves of absence or time-off and immediately notify the City of temporary personnel schedule changes. CONTRACTOR shall address performance problems, including discipline and termination of temporary personnel
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## AGREEMENT FOR PROFESSIONAL SERVICES

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-6216

Attention: \_\_\_\_\_

CONTRACTOR:

Organization Name

Street Address, City State ZIP

Attention: \_\_\_\_\_

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

AGREEMENT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_day of \_\_\_\_\_, 20 \_\_.

CONTRACTOR:

\_\_\_\_\_  
Name, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Yvonne Quarker, City Clerk



**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR SERVICES**

**Exhibit A**

**Scope of Services:**

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

**Time of Performance:**

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

**Special Payment Terms:**

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

Certificate of Exemption from  
Workers' Compensation Insurance

*TO:* City of West Hollywood

*SUBJECT:* Sole Proprietor/Partnership/Closely Held Corporation  
with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature

\_\_\_\_\_

Printed Name of Contractor

\_\_\_\_\_

Date

\_\_\_\_\_



# SENIOR COMBINATION BUILDING INSPECTOR

Class Code:  
50302

Bargaining Unit: WEHOME/AFSCME

CITY OF WEST HOLLYWOOD  
Revision Date: Sep 6, 2006

## SALARY RANGE

\$42.10 - \$53.79 Hourly  
\$3,367.61 - \$4,303.16 Biweekly  
\$7,296.48 - \$9,323.51 Monthly  
\$87,557.81 - \$111,882.16 Annually

### JOB SUMMARY:

May serve as lead staff member and performs various complex technical functions related to building inspections, including: reviewing plans; approving plan changes; conducting on-site inspections, including electrical, plumbing, and mechanical inspections; assuring proper construction techniques and permit compliance; issuing permits; issuing notices and citations for unapproved and non-permitted work; and preparing related correspondence and reports.

### EXAMPLES OF DUTIES:

ESSENTIAL JOB FUNCTIONS: (All responsibilities may not be performed by all incumbents.)

May carry out lead staff member responsibilities including: training in job skills; assigning and directing work; developing work schedules; assisting staff in resolving problems; making recommendations in performance appraisal; and reporting problems to supervisor.

Conducts complex building inspections/re-inspections (including electrical, plumbing, and mechanical inspections) of new and existing structures, including: reviewing applicable documents and permits; ensuring code and ordinance compliance; identifying violations; issuing correction notices; issuing citations for unapproved and non-permitted work; notifying home owners and contractors regarding construction techniques and procedures; scheduling inspections; maintaining and submitting all inspection records.

Reviews construction plans for compliance with codes and ordinances, including State of California energy and disabled access regulations; approves plan changes.

Issues permits.

Assists constituents, architects, engineers, contractors and other parties involved in building processes.

Completes related paperwork and required reports.

Prepares complex, routine and non-routine reports utilizing a variety of software; receives, sorts, and summarizes material for the preparation of reports; prepares work reports; relays and interprets administrative decisions, policies and instructions.

Interprets code sections and disseminates information regarding same.

Maintains and upgrades knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.

**IMPORTANT JOB FUNCTIONS:**

Interacts with a variety of high level individuals (including architects, engineers, developers, home and business owners), both internally and within the community to provide information, disseminate departmental information and assist in resolving administrative issues.

Reports administrative and/or operational problems to supervisor.

Disseminates a variety of information and/or reports to various agencies, division, or departments via telephone, mail, email or FAX.

May serve as backup for other positions within the department.

Performs other related duties as assigned.

**MINIMUM QUALIFICATIONS REQUIRED:**

Education and Experience:

High School diploma or GED; and,

Five to seven years of progressively responsible related experience inspecting residential and commercial construction projects in all phases, including building, electrical, plumbing, mechanical, and sewer inspections; or,

Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

ICC/ICBO Certification as a Building Inspector.

ICC/ICBO Certifications in at least one of the following areas: Electrical, Plumbing, or Mechanical Inspections (with the ability to obtain the remaining two certifications within one year of appointment).

Drivers License

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Knowledge of:

Applicable state, federal and local ordinances, codes, laws, rules and regulations.

Techniques of building construction.

Electrical, plumbing, and HVAC inspection techniques and requirements.

Legal processes associated with citation issuance and hearings.

External governmental bodies and agencies related to area of assignment.

Record keeping, report preparation, filing methods and records management techniques.

Skill in:

Using a computer and all computer applications to perform the essential and important functions of the job.

Reading and interpreting blueprints, plans, diagrams, maps, etc.

Operating communication systems and two-way radio.

Preparing clear and concise reports, correspondence and other written materials.

Using tact, discretion, initiative and independent judgment within established guidelines.

Researching, compiling, and summarizing a variety of informational and statistical data and materials.

Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.

Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.

Communicating orally with internal staff, public, and other departmental staff in order to give and receive information in a courteous manner.

Operation and routine maintenance of general office machines such as copiers, facsimile machines, telephone systems.

Abilities:

Ability to learn and follow City and departmental policies and procedures.

Ability to communicate in English both orally and in writing at the appropriate level.

Ability to perform mathematical calculations at the appropriate level.

Ability to learn geography of the City.

Ability to read and interpret documents such as model code approval listings, diagrams, and so forth.

Ability to understand and carry out written and oral instructions, giving close attention to detail and accuracy.

Ability to establish and maintain effective working relationships with others.

Ability to deal with problems involving several variables in non-standardized situations.

While performing the essential functions of this job, the incumbent is regularly required to sit; use hands to finger, handle, or feel objects; ascend and descend stairs; bend body downward and forward, requiring full use of the lower extremities and back muscles; reach with hands and arms; speak and hear; use color, odor, texture, shape and sound perception and discrimination; and push, pull and/or lift up to 10 pounds frequently and up to 20 pounds occasionally.

Working Conditions:

Work is performed in a normal office environment and in the field where there may be extreme temperatures, exposure to sun, dirt and/or dust. The incumbent's working conditions are typically moderately quiet, but may be very loud at some locations or during the completion of some functions. The incumbent must have the ability to work for sustained period of exposure to nonweather -related hot temperatures.

This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

# Job Classification, Salary and Compensation Info



**Class Title:** PLAN CHECK ENGINEER

**Bargaining Unit:** WEHOME/AFSCME

**Class Code:** 50234

**Salary:** \$36.12 - \$46.16 Hourly  
 \$2,889.94 - \$3,692.79 Biweekly  
 \$6,261.55 - \$8,001.05 Monthly  
 \$75,138.54 - \$96,012.59 Annually

**Last Updated:** 8/17/17

**Effective Date:** 01/01/2014

[Print Job Information](#)

[Email me when jobs like this become available](#)

JOB SUMMARY	Benefits
<p>Performs complex technical functions related to building division processes, including: reviewing architectural, structural and basic electrical and mechanical plans for code compliance; assisting customers by answering questions regarding code requirements.</p>	
<p><b>EXAMPLES OF DUTIES:</b></p>	
<p>Conducts moderate to complex technical reviews of architectural and structural plans and basic electrical and mechanical plans for both residential and commercial structures, including: ensuring compliance with codes, ordinances, reports and structural calculations; preparing review lists; performing re-checks; performing preliminary reviews of project proposals; ensuring compliance with other agency requirements; assisting various parties in the interpretation of codes and ordinances; answering questions; and maintaining logs.</p>	
<p>Conducts building inspections, as needed; observes and analyzes code violations; recommends remedies; issues notices for non-compliance.</p>	
<p>Responsible for providing over-the-counter-plan check services and analyses.</p>	
<p>Accepts permit applications for review and may assist in the processing and issuance of permits.</p>	
<p>Prepares complex, routine and non-routine reports as requested utilizing a variety of software; receives, sorts, and summarizes material for the preparation of reports; prepares work reports.</p>	
<p>Interacts with a variety of high level individuals and design professionals, both internally and within the community to provide information, disseminate departmental information and assist in resolving administrative issues.</p>	
<p>Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.</p>	
<p>Composes correspondence in accordance with standard policies; answers various inquiries; explains policies and procedures; processes routine and non-routine matters independently.</p>	
<p>Performs specialized research and statistical work on assigned subjects for staff and management.</p>	
<p><b>IMPORTANT JOB FUNCTIONS:</b></p>	



Researches, reviews and retrieves permits; coordinates and verifies that required approvals have been applied.

