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**Community Development Department**

**REQUEST FOR PROPOSALS (RFP)**

**Professional Consulting Services  
for  
Building & Safety Services**

**Community Development Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**Key RFP Dates**

<b>Issued:</b>	<b>September 20, 2022</b>
<b>Proposals Due:</b>	<b>October 20, 2022</b>

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**CITY OF BREA**

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**Community Development Department**

**REQUEST FOR PROPOSALS (RFP)**  
for

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PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

**City Clerk's Office  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**no later than 2:00 P. M. on Thursday, October 20, 2022.** Original plus three (3) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Building and Safety Services." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Jason Killebrew,  
Director of Community Development Department  
Phone: 714-990-7146  
Email: [jasonk@cityofbrea.net](mailto:jasonk@cityofbrea.net)**

**SECTION I**

**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

**B. ADDENDA**

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Jason Killebrew,  
Director of Community Development Department  
Phone: 714-990-7146  
Email: [jasonk@cityofbrea.net](mailto:jasonk@cityofbrea.net)  
City of Brea  
1 Civic Center Circle, Brea, CA 92821-5732**

**D. CLARIFICATIONS**

**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be submitted in writing and must be received by the City no later than 4:00 p.m., Thursday, October 6, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Building and Safety Services." City is

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not responsible for failure to respond to a request that has not been labeled as such.

- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail or Personal Courier:
  - (2) E-Mail: Jason Killebrew [jasonk@cityofbrea.net](mailto:jasonk@cityofbrea.net)

**3. Consultant Project Manager - Contact Information**

The requested services are for Building and Safety Services RFP. All “Prime Consultants” shall email their designated Project Manager’s name and contact information to the email address: [jasonk@cityofbrea.net](mailto:jasonk@cityofbrea.net).

**4. City Responses**

Responses from the City will be provided no later than close of business on Thursday, October 13, 2022.

To receive e-mail notification of City responses when they are posted on City’s website, firms must email their contact email addresses to [jasonk@cityofbrea.net](mailto:jasonk@cityofbrea.net) with the subject title “Email notifications for Building and Safety Services”.

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on Thursday, October 20, 2022.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**City Clerk’s Office – Third Floor**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original plus three (3) copies and PDF (on CD or a flash drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows: **"Building and Safety Services"**

**4. Acceptance of Proposals**

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Jason Killebrew,  
Director of Community Development Department  
Phone: 714-990-7146  
Email: jasonk@cityofbrea.net  
City of Brea  
1 Civic Center Circle, Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project could be subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the contract:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately



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to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement.
- C. **Worker’s Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, “Professional Service Agreement” and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12-point font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Jason Killebrew, Director of Community Development, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, and telephone. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Contract Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**1. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III.

**5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

**SECTION III**

**EVALUATION AND AWARD**

## **SECTION III - EVALUATION AND AWARD**

### **A. EVALUATION CRITERIA**

City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; experience working on federally funded projects; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Community Development the firm whose proposal is most advantageous to the City of Brea. The Director of Community Development will then forward its recommendation to the City Council for final action.

### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.



**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is dated \_\_\_\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”) and \_\_\_\_\_, a [state] [type of entity] (“Consultant”).

**RECITALS**

- A. City has issued a Request for Proposal for Building and Safety Services. A full, true and correct copy of such solicitation is attached as Exhibit A.
- B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.
- C. The parties have executed this Agreement to provide for Consultant’s performance of such services on City’s behalf.

**NOW, THEREFORE**, the parties agree as follows:

- 1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:
  - (a) Tasks: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, “documents”); and (ii) presentation, both oral and in writing, of such documents to City as required.
  - (b) Services: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks.
  - (c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

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2. Term: This Agreement is effective as of \_\_\_\_\_ and shall remain in full force and effect until \_\_\_\_\_, or unless terminated pursuant to Section 8 below.

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents, including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

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(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

(e) Rate Changes: The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

5. Compensation Limit:

(a) Term Limit: In no event shall Consultant, or any person claiming by or through Consultant, be paid an amount in excess of \_\_\_\_\_ dollars (\$\_\_\_\_\_) during the term of this Agreement.

(b) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the

annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all

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documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Jason Killebrew  
Director of Community Development  
1 Civic Center Circle  
Brea, CA 92821  
[jasonk@ci.brea.ca.us](mailto:jasonk@ci.brea.ca.us)

CONSULTANT REPRESENTATIVE

CONSULTANT NAME  
Consultant Title  
Consultant Address  
Consultant Address  
Consultant Address

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

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(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.



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(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of services on City’s behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

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(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by

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the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys’ fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including

liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of \_\_\_N/A\_\_\_ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a

fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

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

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF BREA**  
**Building and Safety Services RFP, September 2022**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**[Consultant name]**

**[use this signature block if Consultant is a corporation]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Chairperson  President  Vice President

Secretary  Asst. Secretary  
 Chief Finance Officer  Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**[use this signature block if Consultant is a limited liability company]**

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Brea**

\_\_\_\_\_  
Mayor

**SECTION V**  
**SCOPE OF SERVICES**



## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

#### **CITY**

The City of Brea is located in North Orange County and encompasses 10.7 square miles of residential, commercial, industrial, as well as some agriculture and oil producing land. Brea's population is approximately 48,000 residents with more than 100,000 people visit the city daily to work, shop or play. The area's economy and corresponding development activity has a high activity. Likewise, development activity within the City of Brea and the City's extended sphere of influence, have risen.

#### **DEPARTMENT**

The Community Development Department is comprised of multiple divisions and sections including but not limited to: Building and Safety, Code Enforcement, Planning/Zoning, and Housing.

#### **SCOPE**

Required Services will include, but are not limited, to the following:

1. Consultant shall provide fully-trained employees that are deemed acceptable by City to perform the Services. Fully-trained employees could mean the requirement for specific certifications in order to conduct specific tasks.
2. City will refuse to permit any employee of Contractor considered by City in its sole discretion to be unacceptable to perform services.
3. Contractor shall provide everything necessary to perform services including but not limited to all services, management, supervision, labor, handling, analysis, reports, supplies, equipment, transportation, insurances, and related items and services.
4. Conduct a variety of field inspection duties including specialized construction inspections. Prepared and maintains reports related to field inspections.
5. Review plans and specifications, inspect construction sites in conformance with plans, specifications, and regulations and attends pre-construction conferences as needed.

**CITY OF BREA**  
**Building and Safety Services RFP, September 2022**

6. Investigate complaints regarding existing buildings or new construction to determine if code violations or unsafe conditions exists (i.e. "Code Enforcement")
7. On-call services to review damaged buildings or structures for safe occupancy after fires, earthquakes, or other disasters and occurrences.
8. Prepare and issue correspondence, including stop work and correction notices pursuant to job site field inspections; prepare reports of inspections and work completed.
9. Prepare daily activity reports, code enforcement documentation, correction notices or field change orders.
10. Investigate suspected violations of health, safety, zoning, public nuisance, or other code violations and take follow-up actions as necessary to assure compliance.
11. Enforce and administer City ordinances with regards to such activities as land use, parking, signs, etc.
12. Perform plan reviews to ensure that plans submitted with applications for building permits conform with appropriate building codes.
13. Assist at the public counter dispensing general and technical information

**SECTION VI**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

### Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date \_\_\_\_\_