

**CITY OF FIRCREST
REQUEST FOR QUALIFICATIONS FOR BUILDING &
INSPECTION SERVICES**



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Attachments:

A – Sample Professional Services Agreement

B – Certification of Submittal

INTRODUCTION

The City of Fircrest, Washington, is requesting submittals from qualified agencies or individuals to provide building, plan review, and inspection services.

Responses must conform with the requirements of this Request for Qualifications (RFQ). The City reserves the right to waive any irregularity, informality, or error in any submittal or the RFQ process or to reject any submittal which does not comply with this RFQ. Modifications to the RFQ, including but not limited to the scope of work, can be made only by a written addendum issued by the City. The ultimate selection of the successful Agency will be made solely by the City based on criteria determined by the City.

The successful Agency will be required to enter into the City's Professional Services Agreement (Sample included in Attachment A), which will include the requirements of this RFQ, as well as other requirements. By submitting documentation, the Agency agrees to all the terms of the RFQ and Agreement, unless exceptions to such are stated by the Agency in its submittal. The City reserves the right to enter negotiations with the successful Agency to consider requested exceptions or changes to the RFQ or Agreement.

The deadline to submit submittals is MAY 27, 2022 AT 4:00 PM. Primary contact with the City of Fircrest for this RFQ will be Jayne Westman, Administrative Services Director at:

Fircrest City Hall
115 Ramsdell Street
Fircrest, WA 98466
(253) 564-8901

Any questions or requests for clarification regarding the RFQ should be emailed to jwestman@cityoffircrest.net no later than May 27, 2022.

ABOUT THE CITY

The City of Fircrest is a premier community deemed the “Jewel of Pierce City.” Fircrest is tucked between the cities of Tacoma and University Place. Fircrest is a thriving and family-oriented community that enjoys an exceptional quality of life. The City takes great pride in providing excellent customer service to an engaged and participative community. Natural beauty abounds, with over 30 chain saw sculptures, six beautiful parks, an urban forest of fir trees, and friendly, active neighborhoods.

Fircrest was incorporated in 1925 and currently has a population of approximately 7,156 covering an area of 1.6 square miles.

The Planning & Building Department is responsible for planning, building, and code enforcement. The adopted Planning & Building Department operating budget for the fiscal year 2022 is approximately \$150,550 and is supported by two full-time staff members.

GENERAL BACKGROUND

The City has utilized contract services to perform building and safety services. The current plan review turn-around timeframes are two (2) weeks for minor projects and four (4) weeks for major projects from the date of submittal (calendar days). The department currently provides building inspections Tuesday & Thursday from 8 am – 10 am. City staff provides general front counter customer service answering customer inquiries, code questions, and general project submittals and building inspection requests.

Over the past three years, the Building Division has seen historically high levels of activity through the current economic cycle with several development projects at various stages in the pipeline. Permit activity for the past three years is included below:

Fiscal Year	2019	2020	2021
Building Valuation	\$8,675,555	\$9,149,219	\$2,239,846
# of Permits	340	304	291
# of Inspections	451	394	389

The City desires to select a qualified agency to provide building and safety services, including:

- Building Plan Check
- Building Inspection
- Building Code Enforcement
- Building Pre-Construction Meetings

USE OF SUB-CONSULTANTS

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

SUBMITTAL REVIEW PROCESS & SCHEDULE

The City of Fircrest will review all submittals received by the deadline indicated in this RFQ. Submittals that do not meet the minimum requirements of this RFQ will be rejected. The City reserves the right to select the agency that best meets the overall needs and offers the best overall value to the City based on a variety of criteria. The criteria may include but is not limited to, the experience of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services. The agencies that have submittals identified to best meet the overall needs of the City will be invited to an interview. It is anticipated that following interviews, the City will identify a preferred agency to enter contract negotiations. Upon successful negotiations with the preferred agency, an Agreement will be presented to the City Council for approval.

The following is the anticipated schedule for the selection of a qualified agency in response to the RFQ:

- Request for Qualification Made Available.....April 15, 2022
- **Submittals Due at City Hall May 27, 2022; 4:00 pm**
- City Review Submittals..... May 31 – June 3, 2022*
- Oral Presentations/Interviews with Finalists..... June 15/16 2022*
- Complete Negotiations with Preferred Agency..... July 1, 2022*
- City Council Selection..... July 12, 2022*

** – Dates subject to change due to City’s ability to review submitted submittals and ultimately City Council approval.*

PROCEDURE FOR SUBMITTING SUBMITTALS

Submittals shall be submitted to:

Fircrest City Hall
115 Ramsdell Street
Fircrest, WA 98466
Attn: Jayne Westman, Administrative Services Director

Submittals must be received at Fircrest City Hall no later than **May 27, 2022, at 4:00 p.m.** Submittals received in the mail after 4:00 p.m. on that date, regardless of the date of their postmarks, will be rejected. If hand-delivered, submittals shall be delivered to the Administrative Services Director through the reception counter at the City Hall address above. Hand-delivered submittals delivered to any other office or location will be rejected.

Delivered submittals shall have (1) hardcopy copy and (1) emailed copy. The emailed copy must be submitted to jwestman@cityoffircrest.net by the due date and time. The successful agency may be required to submit the Final Scope of Work and Fee Submittal at a later date.

CONTENTS OF SUBMITTAL

The content and sequence of the information contained in each copy of the submittal shall be as follows:

A. Letter of Introduction & Statement of Interest

Provide an introductory letter with an understanding of the work to be performed and why the agency believes itself to be the best qualified to perform the services requested. Indicate the Management Contact (Representative authorized to sign an agreement for your agency) and any other company representative responsible for the day-to-day management of the contract. Please provide the name, title, address, email, and phone number for each person listed.

B. Certification of Submittals

Provide a completed Certification of Submittal form (Attachment B)

C. Company Information

Provide information about the agency/company, including such items as organization and ownership structure, history, experience, and credentials to demonstrate the ability of the agency to perform the requested services.

D. Staffing Team & Resources

Provide the name, title, experience, submittals, discipline, and resume of the personnel who will be assigned to the City, including any sub-consultants. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide service to the City to fulfill the desired level of services reflected in the Scope of Work (Section G) and Cost of Services (Section I) below.

E. Examples of Work

Provide examples of services or projects that the agency/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past three (3) years.

F. References

Provide a list of at least three (3) references who may be contacted to discuss their experience working with the agency/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone, Email, Services Provided, and Date of Completion.

G. Scope of Work

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

The Final Scope of Work, which may be modified through negotiations and/or by a written addendum issued by the City, will be made part of the Agreement with the successful Agency.

SCOPE OF WORK

For plan review

The agency will perform multi-disciplinary plan review services including, but not limited to the following:

- a. Conduct initial plan review and all subsequent reviews for design integrity and code compliance with the adopted edition of the applicable International Building Codes, local ordinances, and appendices adopted by the City.
- b. Review structural calculations, soils reports, geotechnical, grading, onsite improvements, energy calculations/reports, disabled accessibility requirements, green building standards, City adopted ordinances and policies, and other project related information provided by the applicant or the City.
- c. Identify items needing clarification or correction to achieve compliance with applicable regulations, codes, and standards, and provide a written report of these items, including referenced code sections. The reports completed shall be clear, concise and not contain a multitude of general notes that do not reflect conditions specific to the project.
- d. Coordinate the resolution of identified deficiencies with the applicant and City. Upon request by the City, shall attend any required meetings connected with the plan review or field inspection of the projects.
- e. The standard turnaround time for assigned plan reviews shall be ten (10) business days for initial review, and five (5) business days for rechecks. Large project turnaround should be twenty (20) business days for initial review and ten (10) business days for rechecks. Expedited plan review for initial review and rechecks may be requested with a turnaround time of not more than (5) business days for most projects but is subject to change due to project size. An agency shall pick up and deliver plans to the department unless alternate arrangements are approved by the Administrative Services Director.
- f. The Agency may utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council and who have a minimum of three (3) years of plan review experience with a municipality or a private Agency.
- g. Projects shall be assigned at the sole discretion of the Administrative Services Director or designee. The City may use its own employees and/or other independent companies to perform plan reviews in addition to any such work assigned to the Agency. The volume of plan review is dependent upon economic

conditions that are outside the control of the City. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to the Agency within any given period.

- h. During the plan review process, the Agency shall avoid situations involving an actual or potential conflict of interest and shall act in the interests of the City.
- i. The Director shall have the right of refusal of any staff member assigned by the Agency. All staff members must commit to efficiency and high standards of customer service.
- j. The Agency shall have the ability to complete plan review digitally using Adobe PDF (or similar) and shall have staff with previous experience completing reviews digitally. The Agency shall have the ability to securely transfer digital files using email.
- k. It is highly desirable that Plans Examiners have experience reviewing stormwater erosion control, drainage, and best management practice requirement for large and small grading projects.

For Building Inspections

The Agency's building inspection staff shall be certified by the International Code Council and possess a minimum of three (3) years of building code enforcement experience with a municipality or a private municipal agency.

- a. The Administrative Services Director shall have the right of refusal of any staff member assigned by the Agency. All building inspection staff members must commit to efficiency and high standards of customer service.
- b. The Agency inspection staff shall provide inspection services and assure that the construction meets the approved project plans and follows the latest adopted codes, policies, and procedures. Occasionally, the Agency may be asked to be available to provide inspection services, outside of the set inspection times, upon 48 hours' notice. The Agency shall be available during an emergency or natural disaster to assist the City with inspection services.
- c. It is highly desirable that Building Inspection staff should have experience inspecting stormwater erosion control measures, drainage, and best management practices for large and small grading projects.
- d. The Inspector will assist staff with Code Enforcement issues, as needed. The Agency may provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances which relate to building and safety issues, such as various sections of the City's Noise and Nuisance Abatement Ordinances.

- e. It is highly desirable to have building inspection staff with the following professional certifications:
 - i. Commercial Building Inspector
 - ii. Residential Building Inspector
 - iii. Commercial/Residential Mechanical Inspector
 - iv. Commercial/Residential Plumbing Inspector

Building Official

The agency shall have a certified Building Official on staff that has a minimum of three (3) years of experience working with a municipality or a private municipal agency.

- a. Consultant shall provide an ICC Certified Building Official. The Building Official shall be responsible for the administration of the Building Division activities, and shall perform the following services, including but not limited to:
 - i. Function as the Building Official as outlined in the International Building Code, in other City adopted building codes and ordinances, and as specified in Federal and State law.
 - ii. Assist staff with issuing Certificates of Use and Occupancy for buildings and structures.
 - iii. May prepare, document, and issue stop/correct work notices, or notices of violation when violations of the above-referenced codes and regulations occur.
 - iv. Assist Staff with coordinating the building permit and plan check, building inspection, building counter, and building code enforcement services so that they function as one building and safety organization.
 - v. Assist the Director with maintaining, amending, and developing ordinances and regulations necessary to implement and enforce the latest editions of the International Building Code, including any related Codes, or other laws, or regulations as adopted or amended by the City and deemed necessary to protect the health, safety, and welfare of its community members.
 - vi. Decide on the approval and use of alternative materials and methods of construction.
 - vii. Although uncommon, assist staff with processing and preparing Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters as needed. Attend City Council, Planning Commission, and

- other meetings as directed.
- viii. Assist Code Enforcement Officer to prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
 - ix. Make final interpretations concerning the application of building and safety codes.
 - x. Meet with developers, homeowners, business owners, architects, engineers, and the public at City Hall or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State, and City laws and ordinances.
- b. Within the first sixty days of the Agreement, the Agency shall assemble and review all existing City policies, ordinances, and conditions pertaining to Building Division operations and document any areas of insufficient, incomplete, or missing information. Based on this review, the Agency shall develop a timetable for the preparation or revision of policies, ordinances, and conditions and present findings to the Administrative Services Director for consideration.

Other

- a. The Agency keeps logs of building permit and inspection activities and will submit quarterly and annual reports of the Agency's activities to the City. The reports shall include, but not be limited to, the staffing levels provided, the staff hours expended, the number of inspections (by type) made, and other financial, operational, and statistical information about the Building Plan Check and Inspection services process.

H. Schedule and Term of Agreement

The term of the Agreement is expected to commence on July 13, 2022. The initial term of the Agreement is anticipated to be for three (3) years, terminating on December 31, 2025. At the end of the initial term, it is anticipated that the Agreement may be automatically extended annually for up to an additional two (2) one-year extensions. The Notice to Cancel may be initiated by either party. Either party may provide notice ninety (90) days in advance of the end of a year that the Agreement will not automatically extend for the following year. The Agreement will terminate on or before December 31, 2027, after a total of five (5) years.

I. Cost of Services

Provide a detailed cost submittal to accomplish and provide the services requested. Identify hourly rates, fee formulas, and/or other methods of determining the cost to provide the services requested. Identify any variations or formulas in the cost submittal that are based on certain levels of permit activity.

GENERAL REQUIREMENTS

A. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from an Agency. The City reserves the right to waive any irregularity, informality, or error in any submittal or in the RFQ process or to reject any submittal which does not comply with this RFQ. At the discretion of the City, an Agency submitting an RFQ may be requested to make oral presentations as part of the evaluation process.

B. Right to Reject Submittals

The City reserves the right to reject any or all submittals.

C. Submittal Interpretations and Addenda

Any change to or interpretation of the RFQ by the City will be posted on the City's website and any such changes or interpretations shall become a part of the RFQ for incorporation into any agreement awarded under the RFQ.

D. Agreement

The successful Agency will be required to enter into the City's form Professional Services Agreement (Sample included in Attachment A), which will include the requirements of this RFQ, as well as other requirements. By submitting documentation, the Agency agrees to all the terms of the RFQ and Agreement, unless exceptions to such are stated by the Agency in its submittal. The City reserves the right to enter negotiations with the successful Agency to consider requested exceptions or changes to the Agreement or the RFQ.

E. Public Record

All submittals submitted in response to this RFQ will become the property of the City upon submittal and a matter of public record under applicable law.

F. Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the agency, the Scope of Work may be modified and refined during negotiations with the City.

ATTACHMENT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT (subject to change during negotiations)

AGREEMENT FOR _____

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the “City” and _____, hereinafter referred to as “Contractor” in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Contractor is retained by the City to perform Building Official & Inspection services/
2. SCOPE OF SERVICES: Contractor agrees to perform the services including the provision of all labor, materials, equipment, and supplies as identified in Exhibit ‘A’ and Exhibit ‘B’.
3. ASSIGNMENT: The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
4. NON-WAIVER: Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.
5. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect _____ to December 31, 2025, and may be renewed yearly for two – one-year terms. If either party chooses to not extend the contract, written notice shall be provided 90 days prior to the expiration date. This contract will expire later than December 31, 2027. This contract may be terminated by either party with or without cause a 60-day written notice.
6. PAYMENT: Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the “Affidavit of Wages Paid” that was filed with the State of Washington Department of Labor and Industries.
7. PERFORMANCE: The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this contract; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. LIABILITY AND INSURANCE: With the exception of the sole negligence of the City of Fircrest or its employees or officials the contractor agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:

- | | |
|------------------------------------|-----------------------------------|
| a. Workman's Compensation Coverage | Statutory |
| b. General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Auto Liability | \$1,000,000 |

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the contractor's liability to the City or public.

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (60) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all worked performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Supervisor acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
13. PREVAILING WAGES: Prevailing wages are required for this contract.

Option 1: Include a printed list of the wage rates that identifies the effective date and the county in which the public work project is located.

OR

Option 2:

- a) Include a link to prevailing wages <http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/>
 - and
 - b) Identify the exact wage publication date to use (the effective date) and
 - c) List the county in which the work will be performed and
 - d) Provide a statement indicating a printed copy of the wage rates are available for viewing in your office and
 - e) Explain that your agency will mail a hard copy upon request.
14. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

15. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.
16. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.
17. SAFETY REQUIREMENT: All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.
18. HAZARDOUS CONDITIONS: The Contractor shall maintain all work sites free of hazards to person and/or property resulting from its operation.
19. CHEMICALS: Chemicals shall be applied in accordance with written Federal, State, and City laws.

INTEGRATED AGREEMENT:

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this _____ day of _____, 2022

CITY OF FIRCREST

CONTRACTOR...

By: _____
City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT B – CERTIFICATION OF SUBMITTAL

1. The undersigned hereby submits its submittal and, by doing so, agrees to furnish services to the City under the Request for Submittal (RFQ), as may be revised or amended, and to be bound by the terms and conditions of the RFQ.
2. This agency has carefully reviewed its submittal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Agency and that the Agency is responsible for them.
3. It is understood and agreed that the City reserves the right to waive any irregularity, informality, or error in any submittal or in the RFQ process or to reject any submittal which does not comply with this RFQ.
4. The submittal includes all the commentary, figures, and data required by the RFQ, as may be revised, or amended.
5. The City shall not be responsible or liable for any pre-contract costs incurred by the agency while responding to this RFQ and/or participating in the selection process.
6. This agency has carefully read and fully understands all the items contained in the GENERAL REQUIREMENTS Section. This agency agrees to all the general requirements except for those disclosed by the agency in the project submittal, listed in an attachment.
7. The submittal shall be valid for 180 days from _____.
(date of submittal to City)

Name of Agency: _____

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____