

City of Carson Report to Mayor and City Council

June 6, 2012
New Business Consent

SUBJECT: CONSIDERATION OF AGREEMENT WITH MDG ASSOCIATES, INC., FOR RESIDENTIAL AND COMMERCIAL REHABILITATION INSPECTION AND PROJECT COORDINATION SERVICES

Submitted by Clifford W. Graves
Economic Development General Manager

Approved by David C. Biggs
City Manager

I. SUMMARY

The city issued a request for proposals (RFP) for inspection and project coordination services in connection with the city's residential and commercial rehabilitation programs. Staff recommends selection of a consultant and approval of a consultant retainer agreement (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a one-year consultant retainer agreement with MDG Associates, Inc., in an amount not-to-exceed \$200,000.00 with an option to renew for an additional term of one year at the city's discretion.
2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

1. SELECT another consultant from the respondents to the RFP.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The existing agreement expires June 7, 2012, so on April 10 of this year, the city sent out an RFP (Exhibit No. 2). A group of four staff members from other city departments comprised the panel that interviewed the proposers. The panel found three firms to be very close and two to be unacceptable as follows:

Comprehensive Housing Services, Inc. (panel score 90.75)
MDG Associates, Inc. (panel score 89)
New Turtle Island Associates (panel score 91)

F. Paul Corneal (panel score 38)
Hayer Consultants, Inc. (panel score 58.25)

14

While less than two points separated the top group, the other firms were far behind. The panelists agreed that any of the top firms, based on the proposals and interviews, are capable of satisfactorily performing the required services. Of particular interest was their judgment that MDG, the city's current consultant, has an edge in the policy area and would be valuable in implementing new programs. With the possibility of starting two new HUD programs to assist the city's efforts, that implementation experience could be quite useful.

Perhaps more importantly, MDG's services have been more than acceptable. The elimination of redevelopment has created a huge amount of change, and nothing in the proposals or the ratings by the panel demonstrate a value in changing consultants at this point.

V. FISCAL IMPACT

The agreement has a not-to-exceed value of \$200,000.00. This is a reduction of over 25% from the previous agreement. Because of the diminishing value of the Community Development Block Grant (CDBG), it is unlikely that much will actually be spent. The agreement will be charged to CDBG and have no impact on the city's General Fund.

VI. EXHIBITS

1. Proposed consultant retainer agreement. (pgs. 3-14)
2. Request for Proposals dated April 10, 2012. (pgs. 15-31)

Prepared by: Barry Waite, Business Development Manager

TO: Rev091911

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

Action taken by City Council

Date _____ Action _____

CONSULTANT RETAINER AGREEMENT

(City of Carson/
MDG Associates, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of June 6, 2012 (this "Agreement"), by and between the City of Carson, a body corporate and politic ("City"), and MDG Associates ("Consultant").

RECITALS

A. City has determined that it requires the services of a private contractor to perform inspection and project coordination tasks necessary for the housing and commercial redevelopment programs and as described in the Request for Proposals, Residential and Commercial Inspection and Project Coordination Services, dated April 10, 2012, the proposal submitted by Consultant as described on Exhibit A, and the items attached thereto and incorporated herein by reference.

B. City desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to City to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of one (1) year unless earlier terminated pursuant to Section 14.

3. **Compensation.** City agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by City.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Rudy Munoz, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of City.

B. **Contract Administrator.** The Contract Administrator and City's representative shall be the person designated as City Manager of the City or the Economic Development General Manager of the City, or in his or her absence, an individual designated in writing by the City Manager of the City or the Economic Development General Manager of the City. If no Contract Administrator is so designated, the Economic Development General Manager shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by City to the Contract Administrator. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Administrator.

5. **Standard of Performance.** Consultant shall perform all work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. The City acknowledges the Consultant's designs and construction documents, including electronic files as instruments of professional service.

7. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time,

or in any manner, represent that it or any of its agents or employees are in any manner employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this section.

8. Confidentiality. Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. Upon request, all City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for Consultant to defend themselves from any suit or claim.

9. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City during such time as he is engaged by the City pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with City.

Notwithstanding the previous paragraph, City specifically grants Consultant permission to bid on and accept work from individual tenants or prospective tenants of City projects within the City of Carson, provided, however that the Consultant notifies the Project Administrator prior to submission of a proposal for such work. Upon submission, the Project Administrator may take whatever action necessary to remain in compliance with the previous paragraph, including terminating Consultant's Agreement or current project or assignment for the City.

10. Warranty and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall

any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials _____

11. Indemnification.

A. Consultant agrees to indemnify, hold harmless and defend City, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

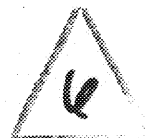
B. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

12. Insurance.

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)



- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant or professional services provided by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.



- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to City.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by City's Risk Manager.

G. **Verification of Coverage.** Consultant shall furnish City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by City. All endorsements are to be received and approved by City before work commences. As an alternative to City forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

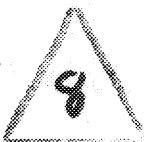
14. Termination.

A. City shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by City, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to City, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

15. Suspension. City may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of City or for work stoppages beyond the control of City or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

16. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours;



or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

City:
City of Carson
701 E. Carson St.
Carson, CA 90745
Attention: Clifford Graves, Economic Development General Manager
Phone: (310) 830-7600
Fax: (310) 233-4832

Consultant:
MDG Associates, Inc.
10722 Arrow Route, Suite 822
Rancho Cucamonga, California 91730
Attention: Rudy Munoz, Principal
Phone: (909) 476-9696
Fax: (909) 476-6086

17. Nondiscrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

18. Assignability; Subcontractor. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

19. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

20. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

21. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to

carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

22. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

23. Non-Waiver of Terms, Rights and Remedies. Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

24. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

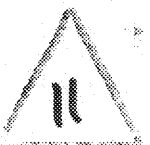
26. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the City and the Consultant agree that all disputes between the arising out of or relating to this agreement or a project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

27. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

28. Warranty and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this agreement which may affect his/her financial interest or the financial interest of any corporation,

partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any Consultant further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded this Agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Initials _____



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"City"

CITY OF CARSON

ATTEST:

By: _____
City Clerk Donesia L. Gause

By: _____
Mayor Jim Dear

Approved as to form:

ALESHIRE & WYNDER, LLP

"Consultant"

MDG ASSOCIATES, INC.

By: _____
City Counsel

By: _____
Its _____

By: _____
Its _____

EXHIBIT A

Scope and Level of Service At the direction of the Contract Administrator, Consultant shall assist agency in the administration of its Commercial Rehabilitation Program and Carson Residential Rehabilitation Program and related matters as described in the City's proposal and Consultant's bid attached hereto and by this reference incorporated herein. Consultant shall provide administration and inspection services related to reviewing applications, preparing work write-ups, front counter assistance, initial inspections, pre-construction meetings, notary services, progress inspections and complete project inspections. Consultant shall comply and assist City in complying with all state and federal requirements, including Davis-Bacon monitoring in accordance with regulations of the Department of Housing and Urban Development. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

Consultant's scope of services and duties shall include but not be limited to:

1. Initial Inspection. Consultant shall initially inspect property to identify rehabilitation items eligible under current program guidelines.
2. Description of Work. Consultant shall describe the work to be completed based on the initial inspection of the property. The description will be created summarizing the items identified in the initial inspection including a construction cost estimate.
3. Bid Procedure. Consultant shall compile information for projects that will be used to implement the bid process.
4. Assist with Contractor Selection. Consultant shall provide assistance to homeowners with contractor selection based on information provided by the homeowner to City staff. Assistance shall be made available for the selection process and execution of the work agreement.
5. Coordinate and Monitor Job Progress. Consultant shall inspect the property to determine the progress of the work and homeowner satisfaction. Consultant shall maintain a written log of inspections and comments.
6. Authorize Progress Payments. Based on results of inspections and homeowner satisfaction with the work performed, Consultant shall authorize progress and final payments to the contractor.
7. Case File Completion. Consultant shall complete all paperwork needed to complete and close-out project. Consultant's case file shall include a completed check-off list.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Rudy E. Munoz.

The City's Contract Administrator shall be Clifford Graves, the Economic Development General Manager of the City of Carson.

Compensation: The City shall compensate Consultant on an hourly basis as set forth below. The hourly fees are inclusive of all normal business overhead (i.e. travel, telephone, fax).

The fees are as follows:

President	\$95.00
Vice President	\$85.00
Manager	\$80.00
Senior Associate	\$80.00
Associate	\$65.00
Senior Project Assistant	\$50.00
Project Assistant	\$50.00
Secretary	\$35.00

Consultant shall present an invoice to City itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. City shall compensate Consultant only upon presentation of such itemized invoice. All reimbursable items are billed at Cost plus 10%.

Maximum Amount: \$200,000.00 as approved by the City Council on June 6, 2012.

CITY OF CARSON



**REQUEST FOR PROPOSALS (RFP)
RESIDENTIAL AND COMMERCIAL INSPECTION AND PROJECT
COORDINATION SERVICES
(Issue Date: April 10, 2012)**

City of Carson
Economic Development Work Group
1 Civic Plaza Drive, Suite 500
Carson, California 90745

CITY OF CARSON

Request for Proposals (RFP) Inspection and Project Coordination Services

INTRODUCTION

The City of Carson (City) is seeking a consulting firm to perform inspections and coordination of residential and commercial rehabilitation projects. The firm selected will need to provide a sufficient complement of qualified inspection personnel to perform the tasks as listed below on a full-time, 40-hour workweek. The City processes and completes approximately 40 residential and four commercial projects per year. Primary objectives and duties will include the following:

1. The initial assessment and determination of the scope of work necessary to complete rehabilitation projects in City of Carson. Structure types consist of single-family, mobilehome type housing, and neighborhood commercial structures.
2. Project coordination; and job progress/compliance monitoring

The consulting services agreement will begin June 7, 2012 and be for a period of one or two years, to be determined by the City. The agreement may be extended for an additional one-year period at the option of the City.

The firm should be experienced both with the housing rehabilitation and commercial façade programs in order to understand the full range and scope of the tasks required of the inspection personnel. A copy of each program description can be ordered through the Economic Development Work Group.

The firm should also be knowledgeable of guidelines and regulations applicable to the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME), as the projects the firm will inspect will be funded through one or both of these programs.

BACKGROUND

The City of Carson has approximately 25,306 housing units. Its housing stock consists of 78.8% single-family dwellings, 2.8% units in buildings of from two to four units, 8.5% units in buildings of five units or more, and 9.8% mobilehomes. Thirty-two



per cent of the City's housing stock was built prior to 1960, with 35.5% having been built between 1960 and 1969, and 18.8% having been built between 1970 and 1979. In an effort to sustain decent, safe and habitable homes for its residents, the City provides a housing rehabilitation program for income-eligible homeowners. In addition to addressing the aging housing stock, the City also provides a commercial façade program to assist business located in eligible target areas to maintain the exteriors of their structures.

Submittal Deadline

5:00 P. M., Tuesday, May 1, 2012

Contact Information

City of Carson
Economic Development Work Group
Attn: Sheilah Thompson
One Civic Plaza Drive, Suite 500
Carson, CA 90745
Phone: (310) 233-4800

SECTION II RESIDENTIAL AND COMMERCIAL INSPECTION SERVICE CONSIDERATIONS

The following tasks and requirements serve as a suggested list of steps for the completion of residential and commercial projects:

1. Initial Inspection of the Property: Identify rehabilitation items eligible under current CDBG and/or HOME (as applicable) program guidelines:
2. Description of Work: Based on the results of the initial inspection, a description of work will be created summarizing the items identified in the initial inspection including a construction cost estimate. (See Attachment No. 1, Rehabilitation Standards Checklist.)
3. Bid Procedure: Compile information for projects that will be used to implement the bid process.
4. Coordination of Pre-Construction Meetings and Job Walks.
5. Coordination and Monitoring of Job Progress: Conduct inspections to determine work progress. Keep written log of inspections and comments.
6. Recommend/Request Payments: Based on results of inspection(s) of work performed, recommend progress and final payments to the contractor.
7. Case File Completion: Complete all paperwork needed to complete and close out project. Case file shall include a completed check-off list.



8. Compliance Monitoring: Monitor Compliance with State of California prevailing wage requirements and Federal Davis-Bacon and Related Acts (DBRA) provisions.
9. Lead-Based Paint: The City intends to use a contractor for rehabilitation work that focuses on:
 - Abatement of health and safety concerns regarding the foundation, structure, and the garage (where there is one).
 - An evaluation of deficiencies within the property that will include the following:
 - Code violations, and health and safety issues;
 - Roofing;
 - Plumbing;
 - Electrical;
 - Heating;
 - Pest infestation;
 - Interior and exterior painting window replacement;
 - Lead-based paint and asbestos abatement;
 - Interior carpet; and
 - Foundation.

Please refer to the Residential Rehabilitation Standards Checklist (Attachment No. 1) for additional detail about the requirements and guidelines issued under this program.

10. Pre-Construction Meeting: The consultant will conduct pre-construction meetings between homeowner and awarded contractor.
11. Notary Services: The consultant will perform notary services, and must hold a current notary commission at all times.
12. Insurance: The selected contractor must carry errors and omissions insurance, as well as liability insurance in the following amounts: not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any accident, and \$1,000,000 for property damage. Such insurance must also name the City as an additional insured.

SECTION III INSPECTION SERVICE FIRM(S) REQUIREMENTS

1. Consultant shall submit complete detailed work descriptions of duties performed and estimate billing costs.
2. Consultant shall perform the required tasks as outlined above during the City's normal business hours, which are Monday through Thursday, 7:00 a.m.



- to 6:00 p.m. or on an "as needed basis". However, the consultant may be required to perform certain duties outside of the normal business hours.
3. Consultant shall provide a vehicle to be used in performing the required tasks as outlined above.
 4. All data, documents and other products used or developed during the project shall become the property of the City of Carson.
 5. Consultant shall provide proof of insurance required to perform the tasks as outlined above.

Proposals submitted in response to this RFP shall include the information and materials listed below in the following order and format. Proposals that do not address all topic areas adequately will be deemed incomplete and ineligible.

A. Inspection Service Entity

1. Provide the inspection service entity's name, address, and phone number, and a description of the inspection service entity's business and length of operation.
2. Describe the type of legal entity, i.e., corporation, joint venture, partnership, sole proprietorship or other. If a corporation, identify when and where incorporated and list any other DBAs.
3. List the officers, partners or owners of the inspection service entity and their respective ownership percentages. Indicate the individual in charge of negotiations along with those individuals in decision making roles.
4. Provide resumes for all principals and key individuals who will be involved in the contract. Provide copies of professional certifications for key individuals providing inspection and architectural design services.
5. Describe the organizational structure and management approach to the inspection service entity including lines of responsibility (provide an organizational chart).

B. Relevant Experience

1. Describe a minimum of two (2) projects or contracts completed by the inspection service entity within the last five years that most closely resembles the type of project proposed (include client name, phone number, and dates of contract). At least one such project or contract shall involve the use of CDBG funds, and at least one such project or contract shall involve the use of HOME funds.

C. Contract Management

1. State the time and personnel commitment the inspection service entity proposes to commit to the implementation of the project. Identify the anticipated management structure of the proposed contract.
2. Provide a listing of at least three current references that have relevant knowledge concerning the inspection service entity's ability to manage such a project. References should be able to address project management and the ability of the respondent's company to deliver the proposed services.

D. Format, Time and Place of Submission

Respondents shall **submit four (4) copies** of their proposal packages in sealed envelopes or boxes labeled "Proposal for Rehabilitation and Commercial Project Inspection Services", no later than **5:00 p.m. on Tuesday, May 1, 2012**, at the following address:

**City of Carson
Office of the City Clerk
701 East Carson Street
Carson, CA 90745**

Please include a return address on your proposal package that includes your company name and address.

SECTION V SELECTION PROCESS AND EVALUATION CRITERIA

A. Selection Process

All complete proposals received prior to the deadline will be reviewed by staff of the City of Carson. Selection of a consultant will be based on the quality of the proposal including comprehensiveness and responsiveness to the requirements of the RFP. The cost of preparing responses to this RFP shall be borne by the respondents and shall not be reimbursed by the City.

B. Evaluation Criteria

The following criteria will be used to evaluate and rank proposals based on the information submitted in each of the categories listed in the SUBMISSION REQUIREMENTS section of the RFP. Consideration will also be given to the overall responsiveness of the inspection service entities relevant to the submittal requirements:

1. Qualifications—50%

Inspection Service Team Experience: Experience qualifications, and capabilities of the consulting firm, project manager, technical personnel, and any subcontractors to be used: 50%

2. Project Management—50%

Responsiveness to RFP Submittal Requirements: Quality and creativity of the proposal relative to this project, including approach and methodology: 20%

Cost Estimates for Residential Inspection Services: Cost effectiveness and commitment to schedule, including bid amount for consulting work on this project: 30%

An interview will also be required as part of this review process. Staff will recommend selection of a consultant to the Carson City Council. The consultant selected will enter into a written Agreement with the City to work on the tasks set forth in the Agreement. The City has the authority to terminate the Agreement with the consultant at any time if the City finds that the consultant's performance is not satisfactory, or is in violation of the agreement or of any other City policy.

SECTION VI MISCELLANEOUS PROVISIONS

A. Conflict of Interest

Inspection service entities must disclose any conflict of interest. A conflict of interest is defined as the inspection service entity having a known financial interest in connection with the purchase of any project site; the implementation of the project; or with a member of the City's governing body or any officer or employee of the City who exercises any function or responsibility in connection with the project.

B. Equal Opportunity and Fair Housing

- Consultants employed on Federally-funded Development (CDBG and HOME) projects must provide equal opportunities in the areas of (a) housing programs and projects; (b) contracts for services, public facilities, and local improvements; and (c) project-related employment. Regulations regarding physical accessibility for persons with disabilities (Section 504) and hiring low-income persons and businesses (Section 3) require specific actions when triggered by certain programs and projects.
- Firm(s) must take affirmative actions to assure that small, women-owned, and minority-owned businesses are utilized when possible as contractors for supplies, equipment, construction, and services regardless of dollar amount.



- Firm(s) must not deny the opportunity for employment in any Federally-funded program or activity on the basis of race, color, religion, age, ancestry, marital status, physical ability, national origin, sex, medical condition, sexual orientation, or any arbitrary basis. Where discriminatory actions have been found as a result of a compliance review or court action, affirmative action must be taken to overcome the effects of that discrimination.
- Firm(s) should know when Section 3 regulations apply and be aware of the thresholds which trigger compliance. Firm(s) should also know how to document compliance with Section 3 regulations and be able to set up the proper policies, procedures, and filing system(s).

C. City Reserved Rights

The City reserves the right in its sole discretion and without notice to: terminate this RFP; modify the scope of the project; modify the City obligations or selection criteria and the selection process; and/or take any other actions it deems necessary to achieve the respective City's objectives. The consultant waives all rights to seek legal remedies regarding any aspects of the RFP and the City's selection process, upon the submittal of a response to the RFP.

In consideration of the compensation and other benefits from any contract with the city, the consultant shall agree to indemnify and hold the City harmless from claims or losses arising from, or in connection with, all work relating to the project.

The consultant will be expected to indemnify the City, officers, employees or agents and hold said personnel harmless from any and all claims, liabilities, obligations and causes of action of whatever kind or nature for injury to, or the death of any persons or the damage or destruction of property during the term of the contract.

D. Rejection of Submittals

The City reserves the right to reject any or all submittals made in connection with this offering, including not proceeding with the project.

E. Proposals – City Property

Upon submission of a proposal by an inspection service entity in response to this RFP, said proposal and any associated material shall become the property of the City. This RFP is not a contract, nor a commitment of any sort by the City.

QUESTIONS OR CLARIFICATIONS

For general questions or clarifications regarding the contents of this Request for Proposals, contact:



City of Carson
Economic Development Work Group
Attention: Sheilah Thompson
1 Civic Plaza Drive, Suite 500
Carson, CA 90745
Phone: (310) 233-4800
Fax: (310) 233-4832

Residential Rehabilitation Standards Checklist

Property Owner:		Date of Inspection:
Resident Names (if different from above):		Inspection Type:
		Inspector:
Property Address:		Property Type: SFD ___ Condo ___
Year Constructed:	Census Tract No.:	Were residents present for inspection?

EXTERIOR ASSESSMENT

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
GENERAL SITE CONDITIONS				
Walls and Fencing				
Landscaping				
Free of Debris				
Access to unit				
Refuse Disposal Area				
Interior Stairs and Common Halls				
RESIDENCE EXTERIOR				
Condition of Foundation				
Condition of Stairs/Rails/Porches				
Condition of Roofs				
Roof Mounted Appliances				
Condition of Gutters				
Condition of Exterior Surfaces				
Driveway				
Walkways - free of hazards				
Garage Door				
Windows - Operative / condition				
Condition of Screens				
Exterior Doors Condition				
Entry Door Locks - No Dbl Cyl.				
Security Door - No Dbl Cyl.				
Chimney				
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces				



INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

INTERIOR ASSESSMENT

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	

GENERAL- ALL ROOMS

Smoke Detectors				
All Functioning				
minimum # required installed				
Electricity on-all rooms				
Visible Mold Conditions				
Window condition				
Furniture blocking windows				
Electrical hazards - exposed wires				

KITCHEN

Electrical Hazards				
Grounded Outlets				
GFCI				
Outlets / Switches / Fixtures				
Floor / VCT / Tile condition				
Walls condition				
Ceiling condition				
Stove				
Oven				
Refrigerator				
Cabinets & Drawers				
Counter				
Sink				
Garbage Disposal				
Visible Mold Conditions				
Space for storage of food				
Space for preparation of food				
Washer / Dryer				
Door condition				
Window condition				
Light/Ventilation				

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

DINING ROOM

Walls / Ceiling condition				
Carpet / Flooring condition				
Outlets / Switches / Fixtures				
Light/Ventilation				
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

LIVING ROOM

Carpet / Flooring condition				
Walls conditions				
Ceiling condition				
Door(s)				
Window(s) condition				
Security				
Window Coverings present				
Drapes / Blinds				
Outlets / Switches / Fixtures				
Light/Ventilation				
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

BATHROOM # 1 (hallway)



INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Grounded Outlets				
Floor coverings				
GFCI				
Outlets / Switches / Fixtures				
Tub / Shower / Enclosure in unit				
Toilet in enclosed room in unit				
Counter				
Vanity/Cabinets				
Sink or lavatory in unit				
Mirror				
Door condition				
Window condition				
Ventilation (Fan / window)				
Visible Mold Conditions				
Walls condition				
Floor condition				
Ceiling condition				
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

BATHROOM # 2 (Master)

Grounded Outlets				
Floor coverings				
GFCI				
Outlets / Switches / Fixtures				
Tub / Shower / Enclosure in unit				
Toilet in enclosed room in unit				
Counter				
Vanity/Cabinets				
Sink or lavatory in unit				
Mirror				
Door condition				
Window condition				
Ventilation (Fan / window)				
Visible Mold Conditions				
Walls condition				
Floor condition				
Ceiling condition				



INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

MASTER BEDROOM No. 1 Floor Level _____

Floor condition				
Wall condition				
Ceiling condition				
Carpet / Flooring condition				
Passage Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

BEDROOM (left of hall) No. 2 Floor Level _____

Floor condition				
Wall condition				
Ceiling condition				
Carpet / Flooring condition				
Passage Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				
Lead-Based Paint				<i>Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant</i>

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

BEDROOM (right of hall) No. 3 Floor Level _____

Floor condition				
Wall condition				
Ceiling condition				
Carpet / Flooring condition				
Passage Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				
Lead-Based Paint				Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant
Are all painted surfaces free of deteriorated paint?				
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				

BEDROOM (No 4) Floor Level _____

Floor condition				
Wall condition				
Ceiling condition				
Carpet / Flooring condition				
Passage Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				
Lead-Based Paint				Reference "Lead Paint Assessment and Recommendations" report prepared by environmental consultant
Are all painted surfaces free of deteriorated paint?				

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
If not, do deteriorated surfaces exceed two square feet per room an/or is more than 10% of a component?				

HEATING & PLUMBING

Adequacy of Space Heating				
Safety of Heating Equipment				
Ventilation				
A/C Unit				
Approvable Water Supply				
Plumbing – Water Supply Lines				
Plumbing – Drain/Waste/Vent Lines				
Sewer Connection				
Water Heater Correctly Installed				

ELECTRICAL

Condition of Service Panel				
Condition of Service Drop				
Functioning Labeled Breakers				
GFCI on Exterior Outlets				

GENERAL HEALTH & SAFETY

Evidence of Infestation				
Garbage & Debris				
Refuse Disposal				
Interior Air Quality				
Site & Neighborhood conditions				
Lead-based paint owner's certificate				



I certify that a property inspection was performed on the date indicated below, and that this assessment represents an accurate appraisal of property conditions at the time of inspection:

Inspector's Signature

Date

Homeowner's Signature

Date

Homeowner's Signature

Date

Please attach separate sheet with any additional comments.

