

**AGREEMENT FOR PROFESSIONAL SERVICES
(CSG Consultants, Inc.)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT) is made and entered into as of the _____ day of _____, 2018, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and CSG Consultants, Inc., a California corporation ("Consultant"), with reference to the following facts and intentions:

RECITALS

A. City and Consultant entered into an Agreement for Professional Services (CSG Consultants Inc.) for building inspection and plan review services on or about August 12, 2015 ("Original Agreement").

B. On or about May 12, 2016, the Parties executed an Amended and Restated Agreement for Professional Services ("the Original Amended and Restated Agreement"), which replaced and superseded the Original Agreement in its entirety. The Original Amended and Restated Agreement was subsequently amended by Amendment No. 1 (collectively, "the Amended and Restated Agreement").

C. City has issued a new Request for Proposals for building inspection and plan review services.

D. Consultant has the necessary experience in providing such professional services and has submitted a proposal to the City to provide said services.

E. This Agreement is intended to replace and supersede the Amended and Restated Agreement in its entirety.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Scope of Work.

1.1 Types of Services. City retains Consultant to perform, and Consultant agrees to render, the type of services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the Services, including but not limited to, the right to delete types of Service in whole or in part, upon providing written notification to Consultant.

1.2 Performance of Services. Consultant shall perform the Services at the direction of the City's project administrator, which shall be the Building Official or designee ("Project Administrator"). Those Services that Consultant shall perform at City offices during business

hours shall be referred to herein as “On-Site Services.” Those Services that Consultant shall perform elsewhere shall be referred to herein as “Off-Site Services.” The Project Administrator may direct Consultant to perform particular Off-Site Services either under the terms of this Agreement or under the terms of a Task Order that has been executed by Consultant and City pursuant to the procedures set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Standard of Performance. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

Consultant shall furnish City with every reasonable opportunity for City to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

3. Term. Unless earlier terminated, the term of this Agreement will be effective until June 30, 2019. Extensions will be based upon a satisfactory review of Consultant's performance, City needs, and appropriation of funds by the City. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. Time of Performance. The Services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Where applicable, Consultant shall perform its Services in accordance with the schedule provided by the Project Administrator or attached to the Task Order authorizing said Services.

City in its discretion may approve in writing reasonable extensions of time for the performance of such Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to use its best professional efforts to meet the schedule. City understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation and Method of Payment.

6.1 Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules

more particularly described in Exhibit B (Fee Schedule), which is attached hereto and incorporated by this reference, or authorized Task Order, in accordance with the terms and conditions included therein. However, in no event shall City pay to Consultant an amount that exceeds Six Hundred Thousand Dollars and no Cents (\$600,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant.

Consultant shall not undertake any work that will incur costs in excess of the amount set forth in Exhibit B, the Task Order and/or this Section without prior written amendment thereof. Failure of the Consultant to secure City's written authorization for extra or changed work will constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

Consultant shall not receive premium or enhanced pay for work normally understood as overtime, *i.e.*, hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings, on weekends or on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

6.2 Request for Payment. Consultant must submit a payment request form to City which will include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount and percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.3 Records. Consultant shall maintain adequate records and shall permit inspection and audit by City of Consultant's charges under this Agreement. Consultant shall make such records available to City during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they shall be available only to City and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Agreement unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

6.4 Payments. The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant is entitled. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's compliance with the terms and conditions of this Agreement, including associated Task Orders and any amendments thereto. Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

6.5 Withholdings. City shall not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City shall not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or

workers' compensation payment which City makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant shall perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide Services under this Agreement shall not be considered employees of City for any purposes.

8. Subcontracting. Consultant shall not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant shall be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of Consultant and City. Consultant shall be responsible for payment of subcontractors. Consultant shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement. Consultant hereby acknowledges that City contracts with other consultants for Building Inspection and Plan Review services and shall engage a consultant for specific plan review services by written direction from the Project Administrator or awarding a Task Order as is described in Exhibit A of this Agreement.

10. Indemnity

10.1 Indemnification. Consultant shall, at its own expense, defend (by counsel satisfactory to the City), indemnify and hold harmless City and its officers, agents, employees and volunteers ("City Indemnitees") from and against any and all causes of action, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages, judgments, liabilities, losses, obligations and expenses or costs of any kind, whether actual, alleged or threatened, including attorney fees and costs, court costs, interest, defense costs, and expert witness fees ("Claims") which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement by Consultant,, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including the City's active or passive negligence ("Consultant's Performance"), except where caused by the sole negligence or willful misconduct of City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising out of, pertaining to, or relating to Consultant's Performance, Consultant shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including attorney fees and costs, incurred in defense of such claims.

10.2 Scope of Obligation. Consultant's indemnification duty as set forth in this Section 10 shall include the duty to defend (by counsel satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation

on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this Agreement. This indemnification is for the full period of time allowed by law and shall survive the termination of this Agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Consultant arising out of or in connection with this Agreement or Consultant's failure to comply with any of the terms of this Agreement.

Consultant's indemnification duty as set forth in this Section 10 shall not be excused because of the Consultant's inability to evaluate liability, or because the Consultant evaluates liability and determines that the Consultant is not or may not be liable. The Consultant must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to the Consultant under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Consultant's acceptance of the tender.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a Claim for the purposes of this section. The Parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, obtain and maintain for the duration of the Agreement and any and all amendments, and shall require any subcontractors and subconsultants to the same extent to obtain and maintain, insurance that complies with the requirements set forth in Exhibit C to this Agreement, which is attached hereto and incorporated by this reference. Consultant shall upon thirty (30) days' notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

12. Business License. Consultant shall obtain and maintain a City of Redwood City Business License for the term of this Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. All work product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement shall be delivered to City pursuant to the termination clause of this Agreement. Consultant shall have the right to make one (1) copy of the work product for Consultant's records.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services shall be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:
City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:
CSG Consultants
Attention: Cyrus Kianpour
550 Pilgrim Drive
Foster City, CA 94404
(650) 522-2500

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party shall notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors, Consultant or Consultant's affected employees, agents, or subcontractors shall complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with City an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant shall at all times observe and comply with these laws, ordinances, and regulations and shall be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant shall comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If City decides to abandon or postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination shall be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within ten (10) days of termination Consultant shall assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant shall be paid for work performed up to the termination date; however, the total shall not exceed the lump sum fee payable under this Agreement. City shall make a determination of final payment based upon the value of the work product delivered to City and the percentage of the services performed.

21. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement shall be binding upon the parties and their respective successors. Neither this Agreement nor any part of it

nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which shall not be unreasonably withheld.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions along with Task Orders issued pursuant to Exhibit A, the Fee Schedule in Exhibit B and the Insurance Requirements in Exhibit C, embody the entire Agreement and understanding between the parties relating to the subject matter of it and shall supersede all prior negotiations, representations, or agreements, either written or oral. In case of conflict, the terms of this Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Termination of Existing Amended and Restated Agreement. The Amended and Restated Agreement is hereby terminated as of February 28, 2018. Consultant acknowledges and agrees that no further compensation is owing or will be made under the Amended and Restated Agreement after February 28, 2018. Notwithstanding the foregoing, Consultant acknowledges and agrees that Section 10. Indemnity of the Amended and Restated Agreement survives its termination.

28. Severability. If any one or more of the provisions contained herein is for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

[Signature Page Follows]

CITY:


City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063


By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Pamela Aguilar, City Clerk

CONSULTANT:

*By: 
Printed Name: CYRUS KIANPOUR
Title: PRESIDENT

**By: 
Printed Name: Charles D. Rider
Title: SEC.

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, or
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT “A”
SCOPE OF SERVICES

1. Scope of Services. Consultant shall provide thorough, accurate and professional services both On-Site at the City of Redwood City offices and Off-Site as follows:

1.1 Plan Review Services. Consultant shall perform plan review services as directed by the Project Administrator. All plan review services provided by Consultant shall include the initial plan review and all subsequent re-reviews as necessary for building permit issuance.

1.2 Building Inspection Services. Consultant shall perform building inspection services for a specified number of hours as directed by the Project Administrator. These services shall include review of all approved plans, specifications and documents, review and respond to all inspection requests and reports, attend mandatory meetings, including, but not limited to, safety training, City staff coordination, applicant progress and project management meetings, perform inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing, Fire codes, as well as State energy efficiency and accessibility standards as amended by the City of Redwood City. Consultant’s services may include a State of California registered Fire Protection Engineer, to complete all Fire Code inspection services requested by the City, or CASp certified inspections as directed by the City of Redwood City Building Official or his/her designee.

1.3 Permitting Services. Consultant shall perform permit process services for a specified number of hours as directed by the Project Administrator. Consultant shall assist architects, contractors and the public in accepting, processing and tracking applications for building permits, calculating and collecting permit fees, and providing General Plan and Zoning information. These services include front counter and phone assistance regarding building permit requirements, plan check fees, plan check filing procedures and processing, and permit status, accept permit applications, calculate and apply fees, and reviews plans for conditions of prior approval.

1.4 Code Enforcement Services. Consultant shall perform code enforcement services for a specified number of hours as directed by the Project Administrator. These services shall include identifying code violations and engaging stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the City.

1.4.1 Applicable Codes. Codes and ordinances to be enforced include, but are not limited to:

- Zoning codes
- Building codes
- Housing codes
- Public nuisance codes
- State health & safety codes

1.4.2 Officer Training. The Code Enforcement Officers must be fully trained, licensed and certified through the California Association of Code Enforcement Officers (CACEO) and the National Environmental Health Association (NEHA) for any code enforcement challenge presented. The Code Enforcement Officers must have extensive experience and capabilities in the following areas:

- Code enforcement program review and analysis
- Code enforcement inspections
- Preparing administrative remedies including administrative citations
- Conducting administrative hearings
- Preparing program documentation and staff reports as well as committee and City Council presentations
- Testifying on behalf of clients in criminal court
- License and permit application review and processing
- Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorney
- Providing information on municipal regulations to property owners, residents, businesses, the general public, as well as to city departments and divisions.

2. Personnel Qualifications. Consultant shall utilize trained and qualified staff to provide the Services under this Agreement, consistent with the following terms.

2.1 Standard of Performance. All employees working directly for the Consultant shall be properly trained and thoroughly experienced in any type of work they perform. The Consultant shall be responsible for the behavior of all their employees.

2.2 Assignment of Personnel. If requested by the Project Administrator, the Consultant shall provide a list to the Project Administrator of all employees that perform work for the City. In the event that City, at any time during the term of this Agreement, desires the reassignment of personnel, Consultant shall reassign such person or persons. Except where mutually agreed upon, such reassignment, shall not affect the Consultant's obligation to timely provide Services under this Agreement. In the event that Consultant, at any time during the term of this Agreement, desires to reassign, substitute or remove Consultant personnel from providing on-site services, including permitting, inspection and code enforcement, Consultant shall notify the Project Administrator seventy-two (72) hours before the day of reassignment, substitution, or removal.

3. Office Hours and Meeting Availability. Consultant staff must be available for On-Site plan review on Tuesdays and Wednesdays as requested to provide one stop plan review services. Plan Review staff, Technicians and Code Enforcement staff shall be on-site at other times at the direction of the Project Administrator.

4. Procedure for Off-Site Services. The Project Administrator, in his or her sole and exclusive discretion, may direct Consultant to perform particular Off-Site Services under the terms of this Agreement or may direct Consultant to perform particular Off-Site Services pursuant to the requirements of a Task Order. The procedure for awarding Off-Site Services by Task Order is as follows:

4.1 Requests for Proposals. In the event City desires Off-Site Services, the Project Administrator shall distribute a Request for Proposals to those consultants that the City has an agreement with to perform Building Inspection and Plan Review Services. In response, if Consultant wishes to be considered, Consultant may provide a responsive proposal to the Project Administrator in written electronic format by the deadline set forth in the Request for Proposal for a specific project. If the Consultant does not timely submit a proposal, the City shall deem the Consultant non-responsive and Consultant shall be disqualified from providing plan review on that specific project.

4.2 Award of Task Orders. The Project Administrator shall award the Off-Site Services described in the Request for Proposals, in his or her sole and exclusive discretion, based upon a combination of factors, including but not limited to, the Consultant's proposal, availability of staff to complete work according to the City's deliverables schedule, personnel qualifications, level of expertise to ensure quality of work, and cost. The City reserves the right to accept, reject, or negotiate any and all proposals as it shall, at its sole discretion, deem to be in its best interest. City shall notify all proposers of its decision to award the Off-Site Services by the deadline set forth in the Request for Proposal.

4.3 Project Administration. Once the City identifies the successful proposal, if any, the Project Administrator shall issue a Task Order to the Consultant of the successful proposal, which will incorporate the terms of Consultant's proposal, as mutually negotiated. Once the Task Order is issued, the permit plans and documentation shall be picked up by the Consultant's messengers or shall be shipped to their main office at no additional cost to the City. Except as otherwise provided in the Task Order, the plan reviews for single family housing and small to moderate projects shall be completed within ten (10) working days from the date the Consultant receives the plans from the City and within fifteen (15) working days for multi-family housing and moderate to large projects.

4.4 Work Product. For all projects, written plan review comments shall be delivered to the City in electronic format within 24 (twenty-four) hours of review completion. When final review is approved, Consultant shall deliver two final sets of approved plans with approval stamps and signatures to the City within 24 (twenty-four) hours of final review and approval.

5. Building Codes and Standards. Consultant shall ensure that the services are performed in compliance with all local codes and ordinances, State Codes and Federal Codes and Standards, including but not limited to the following:

- 2016 California Building Code, Volumes 1 and 2
- 2016 California Residential Codes
- ASCE/SEI, 7-10, Minimum Design Loads for Buildings and Other Structures

- National Design Specifications for Wood Construction, 2015 Edition
- Building Code Requirements for Structural Concrete, ACI 318-14
- Building Code Requirements for Masonry Structures, ACI 530-13/ASCE 5-13/TMS 402-13
- 2016 California Green Building Code
- 2016 California Green Building Code
- 2016 California Energy Code
- 2016 California Plumbing Code
- 2016 California Fire Code
- City adopted codes and ordinances, including project Conditions of Approval from other City departments, divisions, regulating agencies, and jurisdictions

Exhibit “B”

Fee Schedule

Rates:

Type of Service	Off-Site Fee (Not Applicable to Task Orders)	On-Site Fee
(Structural) Structural Plan Review Services including Building Code structural regulations	50% of Plan Review Fee	\$125/hour (PE) \$150/hour (SE)
(Expedited Structural) Structural Plan Review Services including Building Code structural regulations	90% of Plan Review Fee	\$150.00
(Combo) Combination Building Plan Review Services (Combo), including Building Code Structural & Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	75% of Plan Review Fee	\$125.00
(Expedited Combo) Combination Building Plan Review Services (Combo), including Building Code Structural & Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	90% of Plan Review Fee	\$125.00
(Hourly Combo) Combo Review of Preliminary Plans, Project Revisions or Peer Review of Projects as Directed	\$125.00	\$125.00
(Regular time) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	N/A	\$95.00
(Outside normal business hours but within 8 hour work day) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	N/A	\$95.00
(Overtime) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	N/A	1.5 x Hourly Rate
(Technician) Permitting Services, including Building Code administration and technical regulations and use and understanding of Trakit development management system by CRW, and permit processing to assist architects, contractors and the public and calculating fees	N/A	\$85.00
Code Enforcement Services	N/A	\$112.50 to \$120.00

Invoices: Consultant shall send invoices on a monthly basis addressed to:
 City of Redwood City
 Building Division Secretary
 1017 Middlefield Rd
 Redwood City, Ca 94062

A separate invoice must be sent for each type of service provided (i.e. one invoice for plan checking services, one for building inspection services, one for permit technician services, etc.). For plan review services, Consultant must submit a separate invoice for each project deemed completed by the Project Administrator, identified by street address and building permit number for Off-Site Services, and by hours. For all onsite work, invoices must include the name of the employee, date work was performed and number of hours worked for each date. Any change to invoices must be approved by the Project Administrator.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant shall maintain insurance in conformance with the requirements set forth below. Consultant shall use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, shall be available to City.

Consultant shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the

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insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein shall be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. **elimination of contractual liability** or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such

insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Consultant agrees to annually provide proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, for a period of five years after the end of the term of this agreement.
10. Certificate(s) are to reflect that the insurer shall provide 30 days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party shall "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
11. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.
12. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project shall be submitted to City for review.
13. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it shall not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
14. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City shall negotiate additional compensation proportional to the increased benefit to City.
15. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

16. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
17. Consultant shall renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
18. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
19. The provisions of any workers' compensation or similar act shall not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
20. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
21. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
22. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
23. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
24. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.