City of Palo Alto
City Council Staff Report

Report Type: Consent Calendar   Meeting Date: 6/22/2020

Summary Title: Award PDS On-Call Contracts (Development Center)

Title: Approval of Six Contracts for On-Call Inspection and Plan Review Services in a Combined Amount Not to Exceed $6,000,000 Over a Four-Year and Six-Month Term Ending December 31, 2024 With: (1) 4Leaf, Inc.; (2) TRB+Associates; (3) SAFEbuilt; (4) Shums Coda Associates; (5) Bureau Veritas; and (6) Independent Code Consultants, Inc

From: City Manager

Lead Department: Planning and Development Services

Recommendation
Staff recommends that Council approve and authorize the City Manager or his designee to execute the following six contracts. The total cumulative contract authority for all contracts combined is not to exceed $6.0 million over a four-and-a-half-year term. The firms will provide on-call services to support permit applications processing, performing plan reviews, and conduct inspections. Use of these contracts must be consistent with the funding available in the Adopted Operating Budget(s). The contracts are:

a. Contract C20177994 with 4Leaf, Inc.;
b. Contract C201709109 with TRB+ Associates;
c. Contract C20179107 with SAFEbuilt;
d. Contract C20179108 with Shums Coda Associates;
e. Contract C20179105 with Bureau Veritas, BV;

Executive Summary
The Planning and Development Services (PDS) Department uses on-call contracts to provide building inspection and plan check services. These contracts were initially authorized in Fiscal Year 2016 for a period of three years with options to extend for two additional one-year terms. The City has exercised its options to extend and the current contracts will expire on June 30, 2020. In January 2020, the City released a Request for Proposals (RFP) for a competitive
solicitation to identify firms best-suited to provide specific expertise on an as-needed basis. Staff is proposing six contracts to begin July 1, 2020 for the term of four years and six months. Approval of these contracts will ensure there are no gaps in services provided at the Development Center, and the cost for these on-call services are offset by fees for service, as listed in the Municipal Fee Schedule.

Given current financial constraints imposed by the COVID-19 pandemic, staff requests Council approval for an initial, reduced, contract authority of up to $6.0 million. The Department recommends a single not to exceed compensation pool to be shared among the six contracts, allowing staff to draw on the contract best suited to meet the City’s needs without further amendment of the contracts to shift capacity. As the economy improves, staff anticipates returning to Council to request amendment of these contracts when the additional contract authority becomes necessary. Staff negotiated with these firms resulting in a rate reduction for most contracts in the range of 10 – 15% percent from the rates they initially proposed, providing increased value for the City. No work will commence under these contracts unless funding is available within the Adopted Operating Budget.

Background

On-call contracts provide expert service that is efficient, responsive, and available as needed. Development Services relies on these contracts to provide needed expertise to meet the fluctuating demand in processing permit applications, performing plan reviews, and conducting inspections. The existing contracts with four vendors were initially approved by Council in February 2016 for a combined amount not-to-exceed $7,700,000 over a three-year period. In June 2019 (Staff Report #10351), City Council approved extending the existing contracts for an additional year and increased the contract capacity by an additional $2,500,000 for a total not to exceed amount of $10,200,000 through June 30, 2020.

Discussion

Development Services has historically maintained contracts with several firms to provide contract support for processing permit applications, performing plan reviews, and conducting inspections. Contractors provide flexibility necessary to respond to cyclical demands and provide specialized knowledge or training in a particular field when required. This affords the department the ability to quickly respond while maintaining high levels of customer service.

On January 27, 2020, staff issued an RFP to seek candidates that provide on-call services for processing permit applications, performing plan reviews, conducting inspections, and green building services. Eight firms responded, and the evaluation panel recommended six out of the consultants, including three existing consultants (4Leaf Inc., SAFEBuilt, LLC, and Shums Coda Associates), and three new consultants (Bureau Veritas, Independent Code Consultants, Inc., and TRB+Associates). Additionally, the evaluation panel determine that none of the firms were
adequately qualified to successfully support the needs of the existing Green Building program. As a result, the Department will return to Council to request amendment of the existing contract with Integrated Designs 360 for one additional year and will issue another Request for Proposal for Green Building services this upcoming fiscal year.

The selection of awardees was based on the strength of proposal, experience and expertise with the work required, understanding of Palo Alto and State Code, ability to provide quality control checks, qualified staff, customer service, and total cost to the City. The negotiated contracts are included as an attachment to this report. The total recommended capacity for all six contracts over four-and-a-half years is $6,000,000. The recommended contract capacity will allow the department to maintain a minimum level of staffing to provide reviews for building and fire code compliance over initial period of these contracts. Due to current budget constraints, staff reached out to the firms to renegotiate their initially proposed rates; all firms responded with reductions mostly in the 10-15% rate reduction for Fiscal Year 2021. The Department is expected to return to Council in the upcoming years to amend the contract authority amount when needed.

Although the Department’s expected full capacity needs may require up to $7.4 million over the next four-and-a-half years, staff is recommending a multi-phased approach in requesting the approval of contract capacity from Council, in light of the uncertainty related to the COVID-19 economic impact. Initially, the Department projected the total contract value to be up to about $12.1M; however, as part of the FY2021 budget development process, the Department proposed reductions in the use of consultant building inspection services and a Development Center front desk receptionist. Once approved, this action will result in a projected savings of about $4.7 million over the next four-and-a-half years, which is reflected in the updated expected total contract capacity of $7.4 million.

**Resource Impact**
Approval of the recommended contracts will allow the department to continue utilizing consultants for specific expertise. Use of consultants for specific assistance is an efficient and effective use of resources, allowing the department to quickly access needed technical skills. Staff renegotiated the rates, which resulted in about 10-15% rate reductions over the originally proposed rates for Fiscal Year 2021. The cost of the contracts is offset by fees collected by the department for application processing, consistent with the Adopted Municipal Fee Schedule.

Fiscal Year 2020 contracts are budgeted in the Planning and Development Services department. For Fiscal Year 2021, funding for these contracts is subject to the City Council approval of the Fiscal Year 2021 Operating Budget.

Use of contractors for development services work is contingent on (1) approved contracts with
capacity to support the required scope; and (2) availability of funding in the department’s approved budget. No work will be assigned to consultants under these contracts unless there is sufficient operating budget to cover the costs.

**Stakeholder Engagement**
Staff in the Planning and Development and Public Works Departments participated in the development of the selection criteria, drafting of the RFP, review of proposal, and conducted interviews with top firms. Following assessment and discussion by the internal panel, formal recommendations to award contracts to multiple firms were made. No additional outreach was necessary.

**Policy Implications**
Approval of these awards will allow Planning and Development Services Department to continue meeting service delivery goals established as part of the Development Center Blueprint initiative.

**Environmental Review**
Approval of these contracts is not a project under the California Environmental Quality Act (CEQA) and therefore no environmental review is required.

**Attachments:**
- Attachment A: Contract No. C20177994 with 4Leaf
- Attachment B: Contract No. C20179109 with TRB and Associates Inc
- Attachment C: Contract No. C20179107 with SAFEbuilt LLC
- Attachment D: Contract No. C20179108 with Shums Coda Associates
- Attachment E: Contract No. C20179105 with Bureau Veritas North America Inc
- Attachment F: Contract No. C20179106 with Independent Code Consultants
CITY OF PALO ALTO CONTRACT NO. C20177994

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

4LEAF, INC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and 4LEAF, INC, a California corporation, located at 2126 Rheem Drive, Pleasanton, CA 94588 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to solicit On-Call Development Services Inspections and Plan Review Services (“Project”) and desires to engage a consultant to provide On-Call services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

[ ] Optional On-Call Provision

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.
SECTION 2. TERM.  
The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE.  
Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION.  
The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Six Million Dollars ($6,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than $6,000,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Six Million Dollars ($6,000,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES.  
In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE.  
All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the
Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY’s stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

**SECTION 12. SUBCONTRACTING.**

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.
CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Chuck Venook as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Evon Ballash, Development Services, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2223. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all
costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification
provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in
accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.**
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

**SECTION 25. NON-APPROPRIATION**

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

**SECTION 27. MISCELLANEOUS PROVISIONS.**

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this
Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
CONTRACT No. C2017994 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

4LEAF, INC

By: 
Name: Gene Barry
Title: Vice President

By: 
Name: Kevin Duggan
Title: President

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1” PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

On-Call Development Services Support

The Planning and Development Services Department utilizes outside firms on an on-call basis for professional services consisting of Permit Processing, Plan Check, and Inspection services. Consultant staff shall work under the supervision of the Lead as assigned by the consultant firm, in consultation with the Chief Building Official, Fire Marshall or designee. Consultant Lead shall act as a project manager and liaison between CITY and consultant staff.

When requested to provide additional assistance, CONSULTANT shall provide to CITY resumes (including licenses and other credentials) of all individuals proposed to perform requested services. CITY retains the right to reject any or all of consultant’s staff. CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City guidelines. CONSULTANT shall make contract personnel available for emergency response at the same hourly rates as conditions specified in this agreement.

CONSULTANT shall be responsible for providing all equipment and training necessary to perform the work, unless otherwise directed by CITY. Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

CONSULTANT shall ensure, at their sole expense, that consultant staff maintain certifications required to perform the services requested by CITY. Training is the responsibility of CONSULTANT where staff must maintain training and certifications as required by State regulations and consistent with ISO -Level 1 requirements and training on the City’s local amendments to city code. CONSULTANT is responsible for providing IT security, ethics, and harassment training to assigned staff that complies with the standards of the CITY. CONSULTANT shall not charge the CITY for training, time in training, or any expenses related to training.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org. If the proposal includes subconsultants, the proposal will clearly indicate all overhead costs included for overseeing the subcontract. Reimbursable expenses shall be reimbursed at cost.

CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City inspection guidelines. For consistency in proposal review, proposals should include specific hourly rates per year (no ranges) for the following positions, if applicable to the proposal:

Temporary Chief Building Official
Temporary Deputy or Assistant Chief Building Official
On-Site Inspection Manager (Contract Lead)
On-Site Plan Review Manager (Contract Lead)
Off-Site Plan Review - Structural
Off-Site Plan Review – Non-Structural
On-Site Plan Review - Structural
On-Site Plan Review – Non-Structural
Commercial Building Inspector - Combination
Residential Building Inspector - Combination
Permit Technician
Engineering Technician
Civil Engineer
Inspector of Record (including DSA or OSHPD)
Code Enforcement Officer
Administrative/Customer Service Staff
Senior Fire Inspector
Fire Inspector
Senior Fire Plan Reviewer
Fire Plan Reviewer
Hourly overtime rate

Permit Processing Services

CONSULTANT shall be responsible for providing permit-technician, clerical and/or administrative services as requested by CITY on an as-needed basis. Assigned consultant staff shall possess the knowledge, skills, and abilities to perform any combination of the following functions:
1. Enter permit and related data into the Accela permit tracking system;
2. Research, compile and prepare various reports and graphics;
3. Assist the general public at the front counter or by phone/email regarding building, planning, engineering and fire permit requirements, application and permit fees, application filing procedures and processing, and permit status;
4. Accept permit and related applications and collect fees; screen plans and application materials for completeness and for conformance with City ordinances, standards, policies, and guidelines;
5. Review application materials for compliance with conditions of project approval; route plans to other City department for review;
6. Approve and issue minor permits; research and respond to public inquiries;
7. Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service;
8. Assists in general office duties, such as filing, typing, preparing plans for permit issuance and other related services as assigned.

Plan Review Services

CONSULTANT shall be responsible for providing plan check services as requested by CITY on an as needed basis with the knowledge, skills and abilities to perform the following services.
1. Initial plan review of project plans and other related documents submitted in conjunction with applications for building permits to determine compliance with the adopted code, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to, review of the following, as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life
safety components; civil plans, excavation and grading applications; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Provide the applicant’s designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.

3. Provide sufficient communication with the applicant’s designee(s), either by telephone, email, mail, or meeting and perform all necessary plan reviews to achieve conformance to the regulations.

4. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

5. Provide Consultant Lead/Plan Review Project Manager with periodic reports on the plan review status for all assigned projects.

**Inspection Services**

CONSULTANT shall be responsible for providing inspection services as requested by CITY on an as-needed basis with the knowledge, skills and abilities to perform the following services:

1. Inspections and re-inspections for building permits to determine compliance with adopted codes, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to review of the following as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Coordinate assigned inspection and re-inspection requests.

3. Enter inspection records into the Accela permit tracking system. Maintain inspection records for assigned projects as determined by the City.
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.              ISSUE DATE
Purchase Requisition No.

1A.    MASTER AGREEMENT NUMBER
1B.    TASK ORDER NO.
2.     CONSULTANT
3.     PERIOD OF PERFORMANCE:    START:           COMPLETION:
4     TOTAL TASK ORDER PRICE:  $__________________
     BALANCE REMAINING IN MASTER AGREEMENT $__________________
5.     BUDGET CODE:  ____________________________
     COST CENTER_____________  COST ELEMENT_____________WBS/CIP___
     PHASE___
6.     CITY ____________________________  PROJECT ____________________________
     NAME/DEPARTMENT ____________________________  MANAGER’S ____________________________
7.     DESCRIPTION OF SCOPE OF SERVICES
     MUST INCLUDE:
     ▪ WORK TO BE PERFORMED
     ▪ SCHEDULE OF WORK
     ▪ BASIS FOR PAYMENT & FEE SCHEDULE
     ▪ DELIVERABLES
     ▪ REIMBURSABLES (with “not to exceed” cost)
8.     ATTACHMENTS:    A:  Scope of Services   B:  __________________________________

I hereby authorize the performance of       I hereby acknowledge receipt and
the work described above in this Task Order.   acceptance
                                            of this Task Order and warrant that I have
                                            authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO
BY:__________________________________       BY:____________________________________
Name ________________________________        Name __________________________________
Title_________________________________  Title___________________________________
Date _________________________________        Date ___________________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable)
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Mileage, driven during the course of Palo Alto business will be charged at the IRS Rate + 20%

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Deputy or Assistant Building Official</td>
<td>$133.00</td>
</tr>
<tr>
<td>On-Site Inspection Manager (Contract Lead)</td>
<td>$128.25</td>
</tr>
<tr>
<td>On-Site Plan Review Manager (Contract Lead)</td>
<td>$128.25</td>
</tr>
<tr>
<td>Off-Site Plan Review - Structural</td>
<td>$118.75</td>
</tr>
<tr>
<td>Off-Site Plan Review - Non-Structural</td>
<td>$104.50</td>
</tr>
<tr>
<td>On-Site Plan Review - Structural</td>
<td>$123.50</td>
</tr>
<tr>
<td>On-Site Plan Review - Non-Structural</td>
<td>$104.50</td>
</tr>
<tr>
<td>Commercial Building Inspector - Combination</td>
<td>$94.50 Trainee 3 mos - $91.80</td>
</tr>
<tr>
<td>Residential Building Inspector - Combination</td>
<td>$85.50 Trainee 3 mos – $80.75</td>
</tr>
<tr>
<td>Permit Technician</td>
<td>$72 Trainee 3 mos – $89.25</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$63 Trainee 3 mos – $59.50</td>
</tr>
<tr>
<td>Civil Engineering</td>
<td>$157</td>
</tr>
<tr>
<td>Position</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Inspector of Record (including DSA or OSHPD)</td>
<td>$144</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>$85.50</td>
</tr>
<tr>
<td></td>
<td>Trainee 3 mos - $80.75</td>
</tr>
<tr>
<td>Administrative/ Customer Service Staff</td>
<td>$54</td>
</tr>
<tr>
<td></td>
<td>Trainee 3 mos – $51.00</td>
</tr>
<tr>
<td>Senior Fire Inspector</td>
<td>$123.50</td>
</tr>
<tr>
<td>Senior Fire Plans Reviewer</td>
<td>$123.50</td>
</tr>
<tr>
<td>Fire Plans Reviewer</td>
<td>$104.50</td>
</tr>
<tr>
<td></td>
<td>Trainee 3 mos - $93.50</td>
</tr>
<tr>
<td>Hourly overtime rate</td>
<td>1.5X</td>
</tr>
</tbody>
</table>

**BASIS OF CHARGES**

- All invoicing will be submitted monthly.
- Work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the 2020-2021 contract period. Escalation not to exceed 3% for 2022 and 2023 is negotiable per market conditions. Escalation in rates must be agreed upon by both parties.
- Overtime and Premium time will be charged as follows:
  - **Nighttime (work begun after 4PM or before 5AM)** 1.125 x hourly rate
  - **Overtime (over 8-hour M-F or Saturdays)** 1.5 x hourly rate
  - **Overtime (over 8 hours Sat or 1st 8-hour Sun)** 2 x hourly rate
  - **Overtime (over 8 hours Sun or Holidays)** 3 x hourly rate
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- Rates are inclusive of City required training obligations. 4LEAF will pay the time and materials of our scheduled personnel up to 40 hours per prorated year. No credits will be provided. It is assumed all training is available locally.
- All training requires written approval from Off-Site Project Manager.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- 4LEAF will provide a company issued vehicle, insurance, and gas card to its inspection personnel on-site.
- 4LEAF will purchase parking passes one-time annually per assigned staff member. This assumes passes are available at $806 per pass. Should this rate increase, 4LEAF reserves the right to negotiate the hourly rate to reflect the increase. It also assumes parking passes are transferable.
- Mileage, driven during the course of Palo Alto business will be charged at cost plus 20%.
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

YES THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.


III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”
   A. PRIMARY COVERAGE
      WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.
   B. CROSS LIABILITY
      THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF
C. **NOTICE OF CANCELLATION**

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
Certificate Of Completion
Envelope Id: C0C9A34DFF4741E69A6156B4FA4BE862
Status: Completed
Subject: Please DocuSign: C20177994 4Leaf - 06052020.pdf
Source Envelope:
Document Pages: 20 Signatures: 2
Certificate Pages: 2 Initials: 0
AutoNav: Enabled Envelope Originator:
Envelopeld Stamping: Disabled Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
250 Hamilton Ave Palo Alto, CA 94301
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking
Status: Original Holder: Terry Loo
6/8/2020 11:50:54 AM Location: DocuSign
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: City of Palo Alto

Signer Events
Signature Timestamp
Gene Barry
Signature Adoption: Pre-selected Style Using IP Address: 73.223.58.101 Signed using mobile

Kevin Duggan
Signature Adoption: Pre-selected Style Using IP Address: 68.65.68.30

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events
Signature Timestamp
Sarah McRee
Signature Adoption: Pre-selected Style Using IP Address: Not Offered via DocuSign
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<th>Carbon Copy Events</th>
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<th>Timestamp</th>
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<tbody>
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<td></td>
<td>Sent: 6/8/2020 12:08:18 PM</td>
</tr>
<tr>
<td><a href="mailto:sherry.nikzat@cityofpaloalto.org">sherry.nikzat@cityofpaloalto.org</a></td>
<td></td>
<td></td>
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<tr>
<td>Sr. Management Analyst</td>
<td></td>
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<tr>
<td>City of Palo Alto</td>
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<tr>
<td><strong>Electronic Record and Signature Disclosure:</strong></td>
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</tr>
<tr>
<td>Not Offered via DocuSign</td>
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<table>
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<th>Envelope Summary Events</th>
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</tr>
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<tbody>
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<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 12:08:18 PM</td>
</tr>
<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
<td>6/8/2020 12:08:18 PM</td>
</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
<td>6/8/2020 12:08:18 PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Events</th>
<th>Status</th>
<th>Timestamps</th>
</tr>
</thead>
</table>
CITY OF PALO ALTO CONTRACT NO. C20179109

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

TRB AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and TRB AND ASSOCIATES, INC., a California corporation, located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to solicit On-Call Development Services Inspections and Plan Review Services (“Project”) and desires to engage a consultant to provide On-Call services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☑ Optional On-Call Provision

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.
SECTION 2. TERM.  
The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE.  
Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION.  
The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Six Million Dollars ($6,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than $6,000,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Six Million Dollars ($6,000,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES.  
In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE.  
All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the
Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY’s stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.
CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Todd Bailey as the Principal to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Evon Ballash, Development Services, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2223. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all
costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrent-ly with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification
provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in
accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this
Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

TRB AND ASSOCIATES, INC.

By: Todd Bailey
Name: Todd Bailey
Title: President and Secretary

APPROVED AS TO FORM:

____________________________
City Attorney or designee

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

On-Call Development Services Support

The Planning and Development Services Department utilizes outside firms on an on-call basis for professional services consisting of Permit Processing, Plan Check, and Inspection services. Consultant staff shall work under the supervision of the Lead as assigned by the consultant firm, in consultation with the Chief Building Official, Fire Marshall or designee. Consultant Lead shall act as a project manager and liaison between CITY and consultant staff.

When requested to provide additional assistance, CONSULTANT shall provide to CITY resumes (including licenses and other credentials) of all individuals proposed to perform requested services. CITY retains the right to reject any or all of consultant’s staff. CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City guidelines. CONSULTANT shall make contract personnel available for emergency response at the same hourly rates as conditions specified in this agreement.

CONSULTANT shall be responsible for providing all equipment and training necessary to perform the work, unless otherwise directed by CITY. Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

CONSULTANT shall ensure, at their sole expense, that consultant staff maintain certifications required to perform the services requested by CITY. Training is the responsibility of CONSULTANT where staff must maintain training and certifications as required by State regulations and consistent with ISO -Level 1 requirements and training on the City’s local amendments to city code. CONSULTANT is responsible for providing IT security, ethics, and harassment training to assigned staff that complies with the standards of the CITY. CONSULTANT shall not charge the CITY for training, time in training, or any expenses related to training.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org. If the proposal includes subconsultants, the proposal will clearly indicate all overhead costs included for overseeing the subcontract. Reimbursable expenses shall be reimbursed at cost.

CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City inspection guidelines. For consistency in proposal review, proposals should include specific hourly rates per year (no ranges) for the following positions, if applicable to the proposal:

Temporary Chief Building Official
Temporary Deputy or Assistant Chief Building Official
On-Site Inspection Manager (Contract Lead)
On-Site Plan Review Manager (Contract Lead)
Off-Site Plan Review - Structural
Off-Site Plan Review – Non-Structural
On-Site Plan Review - Structural
On-Site Plan Review – Non-Structural
Commercial Building Inspector - Combination
Residential Building Inspector - Combination
Permit Technician
Engineering Technician
Civil Engineer
Inspector of Record (including DSA or OSHPD)
Code Enforcement Officer
Administrative/Customer Service Staff
Senior Fire Inspector
Fire Inspector
Senior Fire Plan Reviewer
Fire Plan Reviewer
Hourly overtime rate

**Permit Processing Services**

CONSULTANT shall be responsible for providing permit-technician, clerical and/or administrative services as requested by CITY on an as-needed basis. Assigned consultant staff shall possess the knowledge, skills, and abilities to perform any combination of the following functions:

1. Enter permit and related data into the Accela permit tracking system;
2. Research, compile and prepare various reports and graphics;
3. Assist the general public at the front counter or by phone/email regarding building, planning, engineering and fire permit requirements, application and permit fees, application filing procedures and processing, and permit status;
4. Accept permit and related applications and collect fees; screen plans and application materials for completeness and for conformance with City ordinances, standards, policies, and guidelines;
5. Review application materials for compliance with conditions of project approval; route plans to other City department for review;
6. Approve and issue minor permits; research and respond to public inquiries;
7. Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service;
8. Assists in general office duties, such as filing, typing, preparing plans for permit issuance and other related services as assigned.

**Plan Review Services**

CONSULTANT shall be responsible for providing plan check services as requested by CITY on an as needed basis with the knowledge, skills and abilities to perform the following services.

1. Initial plan review of project plans and other related documents submitted in conjunction with applications for building permits to determine compliance with the adopted code, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to,
review of the following, as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; civil plans, excavation and grading applications; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Provide the applicant’s designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.

3. Provide sufficient communication with the applicant’s designee(s), either by telephone, email, mail, or meeting and perform all necessary plan reviews to achieve conformance to the regulations.

4. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

5. Provide Consultant Lead/Plan Review Project Manager with periodic reports on the plan review status for all assigned projects.

**Inspection Services**

CONSULTANT shall be responsible for providing inspection services as requested by CITY on an as-needed basis with the knowledge, skills and abilities to perform the following services:

1. Inspections and re-inspections for building permits to determine compliance with adopted codes, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to review of the following as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Coordinate assigned inspection and re-inspection requests.

3. Enter inspection records into the Accela permit tracking system. Maintain inspection records for assigned projects as determined by the City.
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Requisition No.</td>
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1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: $______________
   BALANCE REMAINING IN MASTER AGREEMENT $______________
5. BUDGET CODE: ________________
   COST CENTER_________________ COST ELEMENT ________________ WBS/CIP __
   PHASE ___
6. CITY PROJECT MANAGER’S NAME/DEPARTMENT_______________________________________
7. DESCRIPTION OF SCOPE OF SERVICES MUST INCLUDE:
   ▪ WORK TO BE PERFORMED
   ▪ SCHEDULE OF WORK
   ▪ BASIS FOR PAYMENT & FEE SCHEDULE
   ▪ DELIVERABLES
   ▪ REIMBURSABLES (with “not to exceed” cost)
8. ATTACHMENTS: A: Scope of Services B: __________________________________________
   I hereby authorize the performance of the work described above in this Task Order.
   I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have
   authority to sign on behalf of Consultant.

APPROVED: CITY OF PALO ALTO
BY: ______________________________
Name ______________________________
Title ______________________________
Date ______________________________

APPROVED: COMPANY NAME: ______________________________
BY: ______________________________
Name ______________________________
Title ______________________________
Date ______________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable)
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Mileage, driven during the course of Palo Alto business will be charged at $0.60 per mile.

B. Printing, reproductions and equipment use will be at cost.

C. Direct expenses, incurred in connection with the work, will be at close plus fifteen (15) percent.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

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<thead>
<tr>
<th>Position</th>
<th>Temporary Hourly Rate</th>
<th>Hourly Rate</th>
</tr>
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<td>Effective through</td>
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<td></td>
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<tr>
<td>QSP Storm Water Inspector</td>
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<td>Intern Inspector</td>
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- Overtime is billed at the rates shown above plus an additional 25 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements will be 30% higher.
- Minimum 4-hour billing rate for requested inspection services.
• Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen (15) percent.

• Reimbursement for employee-owned vehicles used in connection with the work will be at the rate of $0.60 per mile.

• Other in-house charges for prints, reproductions and equipment use, etc. will be at cost.
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
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<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
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<td>- EACH OCCURRENCE</td>
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<tr>
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<td></td>
<td>PROPERTY DAMAGE</td>
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<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL
NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR
HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS HOW TO.ASP
Certificate Of Completion

Envelope Id: 5B76F70BA2474F51938747FE6E79580C  Status: Completed
Subject: Please DocuSign: C20179109 - TRB - 06082020.pdf

Document Pages: 20  Signatures: 1  Envelope Originator: Terry Loo
Certificate Pages: 2  Initials: 0  250 Hamilton Ave
AutoNav: Enabled  Palo Alto, CA 94301
Enveloped Stamp: Disabled  Terry.Loo@CityofPaloAlto.org
Time Zone: (UTC-08:00) Pacific Time (US & Canada)  IP Address: 199.33.32.254

Record Tracking
Status: Original  Holder: Terry Loo  Location: DocuSign
6/8/2020 4:29:34 PM  Terry.Loo@CityofPaloAlto.org
Security Appliance Status: Connected  Pool: StateLocal
Storage Appliance Status: Connected  Pool: City of Palo Alto
Location: DocuSign

Signer Events
Todd Bailey  Signature
tbailey@trbplus.com  Timestamp
President and Secretary  Sent: 6/8/2020 4:30:53 PM
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Signature Adoption: Pre-selected Style  Signed: 6/8/2020 4:36:35 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events
Signature
Timestamp

Editor Delivery Events
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Agent Delivery Events
Status
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Intermediary Delivery Events
Status
Timestamp

Certified Delivery Events
Status
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Carbon Copy Events
Status
Timestamp
Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events
Signature
Timestamp

Notary Events
Signature
Timestamp

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</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C20179107

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

SAFEBUILT, LLC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SAFEBUILT, LLC a Delaware limited liability, located at 3755 Precision Drive, Suite 140, Loveland, CO 80538 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to solicit On-Call Development Services Inspections and Plan Review Services (“Project”) and desires to engage a consultant to provide On-Call services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☐ Optional On-Call Provision

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.
SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Six Million Dollars ($6,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than $6,000,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Six Million Dollars ($6,000,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the
Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY’s stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

**SECTION 12. SUBCONTRACTING.**

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.
CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Ron La France as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Evon Ballash, Development Services, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2223. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all
costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification
provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in
accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this
Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9. If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10. All unchecked boxes do not apply to this Agreement.

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
CONTRACT No. C20179107 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

SAFEBUILT, LLC

Officer 1
By: [Signature]
Name: Tom Brackett
Title: CEO

Officer 2
By: [Signature]
Name: Thomas P. Wilkas
Title: CFO

APPROVED AS TO FORM:

____________________________
City Attorney or designee

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

On-Call Development Services Support

The Planning and Development Services Department utilizes outside firms on an on-call basis for professional services consisting of Permit Processing, Plan Check, and Inspection services. Consultant staff shall work under the supervision of the Lead as assigned by the consultant firm, in consultation with the Chief Building Official, Fire Marshall or designee. Consultant Lead shall act as a project manager and liaison between CITY and consultant staff.

When requested to provide additional assistance, CONSULTANT shall provide to CITY resumes (including licenses and other credentials) of all individuals proposed to perform requested services. CITY retains the right to reject any or all of consultant’s staff. CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City guidelines. CONSULTANT shall make contract personnel available for emergency response at the same hourly rates as conditions specified in this agreement.

CONSULTANT shall be responsible for providing all equipment and training necessary to perform the work, unless otherwise directed by CITY. Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

CONSULTANT shall ensure, at their sole expense, that consultant staff maintain certifications required to perform the services requested by CITY. Training is the responsibility of CONSULTANT where staff must maintain training and certifications as required by State regulations and consistent with ISO -Level 1 requirements and training on the City’s local amendments to city code. CONSULTANT is responsible for providing IT security, ethics, and harassment training to assigned staff that complies with the standards of the CITY. CONSULTANT shall not charge the CITY for training, time in training, or any expenses related to training.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org. If the proposal includes subconsultants, the proposal will clearly indicate all overhead costs included for overseeing the subcontract. Reimbursable expenses shall be reimbursed at cost.

CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City inspection guidelines. For consistency in proposal review, proposals should include specific hourly rates per year (no ranges) for the following positions, if applicable to the proposal:

Temporary Chief Building Official
Temporary Deputy or Assistant Chief Building Official
On-Site Inspection Manager (Contract Lead)
On-Site Plan Review Manager (Contract Lead)
Off-Site Plan Review - Structural
Off-Site Plan Review – Non-Structural
On-Site Plan Review - Structural
On-Site Plan Review – Non-Structural
Commercial Building Inspector - Combination
Residential Building Inspector - Combination
Permit Technician
Engineering Technician
Civil Engineer
Inspector of Record (including DSA or OSHPD)
Code Enforcement Officer
Administrative/Customer Service Staff
Senior Fire Inspector
Fire Inspector
Senior Fire Plan Reviewer
Fire Plan Reviewer
Hourly overtime rate

**Permit Processing Services**

CONSULTANT shall be responsible for providing permit-technician, clerical and/or administrative services as requested by CITY on an as-needed basis. Assigned consultant staff shall possess the knowledge, skills, and abilities to perform any combination of the following functions:

1. Enter permit and related data into the Accela permit tracking system;
2. Research, compile and prepare various reports and graphics;
3. Assist the general public at the front counter or by phone/email regarding building, planning, engineering and fire permit requirements, application and permit fees, application filing procedures and processing, and permit status;
4. Accept permit and related applications and collect fees; screen plans and application materials for completeness and for conformance with City ordinances, standards, policies, and guidelines;
5. Review application materials for compliance with conditions of project approval; route plans to other City department for review;
6. Approve and issue minor permits; research and respond to public inquiries;
7. Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service;
8. Assists in general office duties, such as filing, typing, preparing plans for permit issuance and other related services as assigned.

**Plan Review Services**

CONSULTANT shall be responsible for providing plan check services as requested by CITY on an as needed basis with the knowledge, skills and abilities to perform the following services.

1. Initial plan review of project plans and other related documents submitted in conjunction with applications for building permits to determine compliance with the adopted code, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to,
review of the following, as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; civil plans, excavation and grading applications; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Provide the applicant’s designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.

3. Provide sufficient communication with the applicant’s designee(s), either by telephone, email, mail, or meeting and perform all necessary plan reviews to achieve conformance to the regulations.

4. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

5. Provide Consultant Lead/Plan Review Project Manager with periodic reports on the plan review status for all assigned projects.

**Inspection Services**

CONSULTANT shall be responsible for providing inspection services as requested by CITY on an as-needed basis with the knowledge, skills and abilities to perform the following services:

1. Inspections and re-inspections for building permits to determine compliance with adopted codes, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to review of the following as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Coordinate assigned inspection and re-inspection requests.

3. Enter inspection records into the Accela permit tracking system. Maintain inspection records for assigned projects as determined by the City.
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.  
Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: $__________________
   BALANCE REMAINING IN MASTER AGREEMENT $__________________
5. BUDGET CODE: _______________
   COST CENTER_________________ COST ELEMENT ______________ WBS/CIP___
   PHASE ___
6. CITY ___________________ PROJECT ___________________ MANAGER’S NAME/DEPARTMENT ___________________
7. DESCRIPTION OF SCOPE OF SERVICES
   MUST INCLUDE:
   ▪ WORK TO BE PERFORMED
   ▪ SCHEDULE OF WORK
   ▪ BASIS FOR PAYMENT & FEE SCHEDULE
   ▪ DELIVERABLES
   ▪ REIMBURSABLES (with “not to exceed” cost)
8. ATTACHMENTS: A: Scope of Services B: __________________________________

-----------------------------------------------------------------------------------------------------------------------------------

I hereby authorize the performance of the work described above in this Task Order. 
I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED: 
CITY OF PALO ALTO
BY: ___________________________ Name ___________________________
   Title _________________________ Date _________________________

APPROVED: 
COMPANY NAME: __________________________
BY: ___________________________ Name ___________________________
   Title _________________________ Date _________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable)
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Mileage, driven during the course of Palo Alto business will be charged at $0.58 cents per mile.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly rate effective through December 31, 2021</th>
<th>Hourly rate effective from January 1, 2022 through December 31, 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Plans Examiner</td>
<td>$105.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Fire Plans Examiner</td>
<td>$105.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Fire Inspector</td>
<td>$110.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Fire Inspector</td>
<td>$105.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Building Inspector</td>
<td>$110.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>$105.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Permit Technician</td>
<td>$80.00</td>
<td>$60.00</td>
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<tr>
<td>Administrative Support</td>
<td>$50.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>- EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.


III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL
NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
Certificate Of Completion

Envelope Id: D00AF9A860FE4DB4A02FC25E5F5DEE65
Status: Completed
Subject: Please DocuSign: C20179107 SAFEbuilt - 06082020.pdf
Source Envelope:
Document Pages: 19
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Terry Loo
250 Hamilton Ave
Palo Alto, CA 94301
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking
Status: Original
6/8/2020 12:07:07 PM
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto
Location: DocuSign

Signer Events
Signature
Timestamp
Tom Brackett
tbrackett@safebuilt.com
CEO
Security Level: Email, Account Authentication (None)
Signature Adoption: Drawn on Device
Using IP Address: 50.23.86.120
Signed using mobile
Sent: 6/8/2020 12:09:29 PM
Viewed: 6/8/2020 2:15:00 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Thomas P. Wilkas
twilkas@safebuilt.com
CFO
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 73.169.71.131
Sent: 6/8/2020 2:15:38 PM
Viewed: 6/8/2020 3:04:12 PM
Signed: 6/8/2020 3:04:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events
Signature
Timestamp
Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events
Status
Timestamp
Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
<table>
<thead>
<tr>
<th>Witness Events</th>
<th>Signature</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Notary Events</td>
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<tr>
<td>Envelope Summary Events</td>
<td>Status</td>
<td>Timestamps</td>
</tr>
<tr>
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</tr>
<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 3:04:45 PM</td>
</tr>
<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
<td>6/8/2020 3:04:45 PM</td>
</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
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</tr>
<tr>
<td>Payment Events</td>
<td>Status</td>
<td>Timestamps</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C20179108

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

SHUMS CODA ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SHUMS CODA ASSOCIATES, INC., a California corporation, located at 5776 Stoneridge Mall Road, Suite 150, Pleasanton, CA 94588 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to solicit On-Call Development Services Inspections and Plan Review Services (“Project”) and desires to engage a consultant to provide On-Call services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☐ Optional On-Call Provision

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.
SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Six Million Dollars ($6,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than $6,000,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Six Million Dollars ($6,000,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the
Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY’s stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.
CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign David Basinger as the Principal to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Evon Ballash, Development Services, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2223. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all
costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification
provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA  94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in
accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. 
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION
25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.
27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this
Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9. If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10. All unchecked boxes do not apply to this Agreement.

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

APPROVED AS TO FORM:

____________________________
City Attorney or designee

SHUMS CODA ASSOCIATES, INC.

Officer 1
By:  
Name: David Basinger  
Title: Principal/CEO

Officer 2
By:  
Name: Christine Godinez  
Title: Chief Operating Officer

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

On-Call Development Services Support

The Planning and Development Services Department utilizes outside firms on an on-call basis for professional services consisting of Permit Processing, Plan Check, and Inspection services. Consultant staff shall work under the supervision of the Lead as assigned by the consultant firm, in consultation with the Chief Building Official, Fire Marshall or designee. Consultant Lead shall act as a project manager and liaison between CITY and consultant staff.

When requested to provide additional assistance, CONSULTANT shall provide to CITY resumes (including licenses and other credentials) of all individuals proposed to perform requested services. CITY retains the right to reject any or all of consultant’s staff. CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City guidelines. CONSULTANT shall make contract personnel available for emergency response at the same hourly rates as conditions specified in this agreement.

CONSULTANT shall be responsible for providing all equipment and training necessary to perform the work, unless otherwise directed by CITY. Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

CONSULTANT shall ensure, at their sole expense, that consultant staff maintain certifications required to perform the services requested by CITY. Training is the responsibility of CONSULTANT where staff must maintain training and certifications as required by State regulations and consistent with ISO -Level 1 requirements and training on the City’s local amendments to city code. CONSULTANT is responsible for providing IT security, ethics, and harassment training to assigned staff that complies with the standards of the CITY. CONSULTANT shall not charge the CITY for training, time in training, or any expenses related to training.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org. If the proposal includes subconsultants, the proposal will clearly indicate all overhead costs included for overseeing the subcontract. Reimbursable expenses shall be reimbursed at cost.

CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City inspection guidelines. For consistency in proposal review, proposals should include specific hourly rates per year (no ranges) for the following positions, if applicable to the proposal:

Temporary Chief Building Official
Temporary Deputy or Assistant Chief Building Official
On-Site Inspection Manager (Contract Lead)
On-Site Plan Review Manager (Contract Lead)
Off-Site Plan Review - Structural
Off-Site Plan Review – Non-Structural
On-Site Plan Review - Structural
On-Site Plan Review – Non-Structural
Commercial Building Inspector - Combination
Residential Building Inspector - Combination
Permit Technician
Engineering Technician
Civil Engineer
Inspector of Record (including DSA or OSHPD)
Code Enforcement Officer
Administrative/Customer Service Staff
Senior Fire Inspector
Fire Inspector
Senior Fire Plan Reviewer
Fire Plan Reviewer
Hourly overtime rate

**Permit Processing Services**

CONSULTANT shall be responsible for providing permit-technician, clerical and/or administrative services as requested by CITY on an as-needed basis. Assigned consultant staff shall possess the knowledge, skills, and abilities to perform any combination of the following functions:

1. Enter permit and related data into the Accela permit tracking system;
2. Research, compile and prepare various reports and graphics;
3. Assist the general public at the front counter or by phone/email regarding building, planning, engineering and fire permit requirements, application and permit fees, application filing procedures and processing, and permit status;
4. Accept permit and related applications and collect fees; screen plans and application materials for completeness and for conformance with City ordinances, standards, policies, and guidelines;
5. Review application materials for compliance with conditions of project approval; route plans to other City department for review;
6. Approve and issue minor permits; research and respond to public inquiries;
7. Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service;
8. Assists in general office duties, such as filing, typing, preparing plans for permit issuance and other related services as assigned.

**Plan Review Services**

CONSULTANT shall be responsible for providing plan check services as requested by CITY on an as needed basis with the knowledge, skills and abilities to perform the following services.

1. Initial plan review of project plans and other related documents submitted in conjunction with applications for building permits to determine compliance with the adopted code, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to,
review of the following, as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; civil plans, excavation and grading applications; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Provide the applicant’s designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.

3. Provide sufficient communication with the applicant’s designee(s), either by telephone, email, mail, or meeting and perform all necessary plan reviews to achieve conformance to the regulations.

4. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

5. Provide Consultant Lead/Plan Review Project Manager with periodic reports on the plan review status for all assigned projects.

Inspection Services

CONSULTANT shall be responsible for providing inspection services as requested by CITY on an as-needed basis with the knowledge, skills and abilities to perform the following services:

1. Inspections and re-inspections for building permits to determine compliance with adopted codes, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to review of the following as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Coordinate assigned inspection and re-inspection requests.

3. Enter inspection records into the Accela permit tracking system. Maintain inspection records for assigned projects as determined by the City.
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Requisition No.</td>
<td></td>
</tr>
</tbody>
</table>

1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: $__________________
   BALANCE REMAINING IN MASTER AGREEMENT $__________________________________
5. BUDGET CODE: __________________
   COST CENTER_________________ COST ELEMENT _______________ WBS/CIP___
   PHASE ___
6. CITY PROJECT MANAGER’S NAME/DEPARTMENT_________________________________________
7. DESCRIPTION OF SCOPE OF SERVICES MUST INCLUDE:
   ▪ WORK TO BE PERFORMED
   ▪ SCHEDULE OF WORK
   ▪ BASIS FOR PAYMENT & FEE SCHEDULE
   ▪ DELIVERABLES
   ▪ REIMBURSABLES (with “not to exceed” cost)
8. ATTACHMENTS: A: Scope of Services B: ____________________________________________

I hereby authorize the performance of the work described above in this Task Order. I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED: CITY OF PALO ALTO
BY: ___________________________ Name ___________________________
   Title ________________________ Date ___________________________

APPROVED: COMPANY NAME: ________________________
BY: ___________________________ Name ___________________________
   Title ________________________ Date ___________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable)
EXHIBIT “C”  
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Mileage, driven during the course at Palo Alto business will be charged at the IRS Rate.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
These rates shall be subject to review periodically and may change if agreed upon by both parties.

This temporary reduction rate schedule valid from 7/1/2020 through 9/30/2020

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate Range per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Chief Building Official</td>
<td>$125 – 170</td>
</tr>
<tr>
<td>Temporary Deputy or Assistant Chief Building Official</td>
<td>$110 – 150</td>
</tr>
<tr>
<td>On-Site Inspection or Plan Review Manager</td>
<td>$95 – 130</td>
</tr>
<tr>
<td>Off-Site Plan Review - Structural</td>
<td>$100 – 120</td>
</tr>
<tr>
<td>Off-Site Plan Review – Non-Structural</td>
<td>$80 – 120</td>
</tr>
<tr>
<td>On-Site Plan Review - Structural</td>
<td>$95 – 120</td>
</tr>
<tr>
<td>On-Site Plan Review – Non-Structural</td>
<td>$90 – 120</td>
</tr>
<tr>
<td>Commercial Building Inspector - Combination</td>
<td>$90 – 105</td>
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<tr>
<td>Residential Building Inspector - Combination</td>
<td>$80 – 100</td>
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<tr>
<td>Permit Technician</td>
<td>$60 – 80</td>
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<td>Inspector of Record (including DSA or OSHPD)</td>
<td>$110 – 130</td>
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<td>Code Enforcement Officer</td>
<td>$90 – 100</td>
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<td>Administrative/Customer Service Staff</td>
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<tr>
<td>Senior Fire Inspector</td>
<td>$120 – 140</td>
</tr>
<tr>
<td>Fire Inspector</td>
<td>$100 – 120</td>
</tr>
<tr>
<td>Senior Fire Plan Reviewer</td>
<td>$120 – 140</td>
</tr>
<tr>
<td>Fire Plan Reviewer</td>
<td>$100 – 120</td>
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<tr>
<td>Hourly overtime</td>
<td>1.5 x Hourly Rate</td>
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This rate schedule valid from 10/1/2020 through 12/31/2024

<table>
<thead>
<tr>
<th>Title</th>
<th>Duties</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Review - Structural</td>
<td>• Plan reviews to cover one or more of the following disciplines</td>
<td>$110-140</td>
</tr>
<tr>
<td></td>
<td>- Building: architectural (fire/life safety), structural, mechanical, electrical, plumbing, accessibility, green building, energy</td>
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</tr>
<tr>
<td>Professional Services</td>
<td>Rev. April 27, 2018</td>
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<tr>
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<tr>
<td><strong>Plan Review – Non-Structural</strong></td>
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</tr>
</tbody>
</table>
| conservation, and geotechnical in conformance with the current California Building Codes (all as modified or amended by the jurisdiction)  
- Fire: fire/life safety, fire suppression, and hazardous materials to the current California Building Codes (all as modified or amended by the jurisdiction)  
- Public Works: grading, drainage, geotechnical, onsite\right-of-way improvements, construction management and inspection for public infrastructure projects, and FEMA Flood Insurance Program.  
  - Create typed lists of comments which refer to specific details and drawings, and reference applicable code sections.  
  - Correspond with applicant/designers directly to | $80-140  |
| **Permit Technician** |  |
| Assist with permit applicants and others by phone and in person,  
- Calculates and processes permit fees,  
- Reviews, logs, coordinates and routes various plans and permits,  
- Processes and reviews building permit applications, documents and plan submittals to assure accuracy and compliance with the jurisdiction  
- Provides information to the public relating to the status of projects and permits. | $60-80  |
| **Clerical Support** |  |
| Performs administrative support in answering telephones, providing customer assistance, data processing, and record keeping | $40-75  |
| **Commercial Building Inspector - Combination** |  |
| Review of all approved plans, specifications and documents,  
- Attend mandatory meetings, including safety training and project management,  
- 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 jurisdiction. Our services may include a State of California registered Fire Protection Engineer, to complete all Fire Code inspection services requested by the jurisdiction. | $90-125  |
<p>| <strong>Residential Building Inspector - Combination</strong> |  |
|  | $80-100  |
| <strong>Inspector of Record (including DSA or OSHPD)</strong> |  |
|  | $130-150  |</p>
<table>
<thead>
<tr>
<th>Position</th>
<th>Responsibilities</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code Enforcement Officer</td>
<td>• Perform a variety of field and office work in support of the City’s local code enforcement program; • Enforce compliance with City regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters of public concern.</td>
<td>$95-105</td>
</tr>
<tr>
<td>Senior Fire Inspector/Plan Review</td>
<td>• Performs complete fire and life safety reviews (including fire department access, means of egress, etc.) in addition to performing reviews of fire protection systems (fire sprinklers, fire alarms, standpipes, fire pumps, etc.). Reviews must conform to the International Fire and Building Codes, as well as local requirements.</td>
<td>$120-140</td>
</tr>
<tr>
<td>Fire Inspector/Plan Review</td>
<td>fire-resistive construction, fire protection systems, etc.) in addition to performing reviews of fire protection systems (fire sprinklers, fire alarms, standpipes, fire pumps, etc.). Reviews must conform to the International Fire and Building Codes, as well as local requirements.</td>
<td>$100-120</td>
</tr>
<tr>
<td>CASp Specialist</td>
<td>• Administers and coordinates a program to implement legislative requirements on access to buildings for people with disabilities. • Monitors plan review and inspection activities and procedures to ensure conformance with legal requirements • Monitors changes and additions to governing codes and regulations and develops or modifies compliance procedures.</td>
<td>$450</td>
</tr>
<tr>
<td>Temporary Chief Building Official</td>
<td>• Manage, oversee, organize building inspection and plan review activities; • Assist in the development of Building Department policies and procedures • Prepare department budget; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer the approved budget. • Participate in professional and public meetings as required including job site and construction meetings. • Assist in preparing presentations for City Council; assist in preparing ordinance amendments related to building activities; enforce a wide variety of regulations and laws pertaining to public health and safety.</td>
<td>$150-200</td>
</tr>
<tr>
<td>Temporary Deputy/Assistant Chief Building Official</td>
<td></td>
<td>$130-180</td>
</tr>
</tbody>
</table>
| On-Site Inspection or Plan Review Manager | • Manage, plan, and direct the inspection or plan review operation; supervise workflow of assigned staff; train, and evaluate staff, work product, methods, and procedures;  
• Provide oversight for permit services and counter operations;  
• Coordinate inspection, plan review and permit activities with other departments, divisions, and outside agencies to resolve issues and enhance customer service; | $110-150 |

- Overtime will not be charged for any plan review services billed at the hourly rate, while inspection services will be charged at 150% of the standard hourly rates, with prior authorization from the client.
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-: VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROPERTY DAMAGE</td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>- EACH OCCURRENCE</td>
<td>Property damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROPERTY DAMAGE</td>
<td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF
THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
Certificate Of Completion

Envelope Id: F9F39F9DC33E49C69E002127275D43AA
Status: Completed
Subject: Please DocuSign: C20179108 Shums Coda - 06052020.pdf
Source Envelope:
Document Pages: 22
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Terry Loo
250 Hamilton Ave
Palo Alto, CA 94301
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking
Status: Original
6/8/2020 12:10:54 PM
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events
Signature
Timestamp
David Basinger
david.basinger@shumscoda.com
Principal/CEO
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 50.197.174.5
Sent: 6/8/2020 12:12:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Christine Godinez
christine.godinez@shumscoda.com
Chief Operating Officer
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 50.197.174.5
Viewed: 6/8/2020 1:32:21 PM
Signed: 6/8/2020 1:32:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events
Signature
Timestamp
Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
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Viewed: 6/8/2020 1:51:09 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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<tr>
<th>Event Type</th>
<th>Event Details</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Witness Events</td>
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<tr>
<td>Notary Events</td>
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<td></td>
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<tr>
<td>Envelope Summary Events</td>
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<td>Envelope Sent</td>
<td>Hashed/Encrypted</td>
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</tr>
<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 1:33:01 PM</td>
<td></td>
</tr>
<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
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</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
<td>6/8/2020 1:33:01 PM</td>
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</tr>
<tr>
<td>Payment Events</td>
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CITY OF PALO ALTO CONTRACT NO. C20179105

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

BUREAU VERITAS NORTH AMERICA INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and BUREAU VERITAS NORTH AMERICA INC. a Delaware corporation, located at PO Box 841566, Dallas TX 75284-1566 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to solicit On-Call Development Services Inspections and Plan Review Services (“Project”) and desires to engage a consultant to provide On-Call services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☑ Optional On-Call Provision

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.
SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE.  Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Six Million Dollars ($6,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than $6,000,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Six Million Dollars ($6,000,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the
Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY’s stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.
CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Craig Baptista as the Project Principal-in-Charge to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Evon Ballash, Development Services, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2223. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all

Professional Services
Rev. April 27, 2018
costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification
provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA  94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in
accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this
Agreement may recover its reasonable costs and attorneys’ fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9. If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10. All unchecked boxes do not apply to this Agreement.

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

BUREAU VERITAS NORTH AMERICA INC.

Officer 1

By: Heather B. Bush, Esq.
Name: Heather B. Bush, Esq.
Title: Secretary and Vice President

Officer 2

By: Craig Baptista
Name: Craig Baptista
Title: Vice President

Attachments:

EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1” PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

On-Call Development Services Support

The Planning and Development Services Department utilizes outside firms on an on-call basis for professional services consisting of Permit Processing, Plan Check, and Inspection services. Consultant staff shall work under the supervision of the Lead as assigned by the consultant firm, in consultation with the Chief Building Official, Fire Marshall or designee. Consultant Lead shall act as a project manager and liaison between CITY and consultant staff.

When requested to provide additional assistance, CONSULTANT shall provide to CITY resumes (including licenses and other credentials) of all individuals proposed to perform requested services. CITY retains the right to reject any or all of consultant’s staff. CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City guidelines. CONSULTANT shall make contract personnel available for emergency response at the same hourly rates as conditions specified in this agreement.

CONSULTANT shall be responsible for providing all equipment and training necessary to perform the work, unless otherwise directed by CITY. Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

CONSULTANT shall ensure, at their sole expense, that consultant staff maintain certifications required to perform the services requested by CITY. Training is the responsibility of CONSULTANT where staff must maintain training and certifications as required by State regulations and consistent with ISO-Level 1 requirements and training on the City’s local amendments to city code. CONSULTANT is responsible for providing IT security, ethics, and harassment training to assigned staff that complies with the standards of the CITY. CONSULTANT shall not charge the CITY for training, time in training, or any expenses related to training.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org. If the proposal includes subconsultants, the proposal will clearly indicate all overhead costs included for overseeing the subcontract. Reimbursable expenses shall be reimbursed at cost.

CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City inspection guidelines. For consistency in proposal review, proposals should include specific hourly rates per year (no ranges) for the following positions, if applicable to the proposal:

Temporary Chief Building Official
Temporary Deputy or Assistant Chief Building Official
On-Site Inspection Manager (Contract Lead)
On-Site Plan Review Manager (Contract Lead)
Off-Site Plan Review - Structural
Off-Site Plan Review – Non-Structural
On-Site Plan Review - Structural
On-Site Plan Review – Non-Structural
Commercial Building Inspector - Combination
Residential Building Inspector - Combination
Permit Technician
Engineering Technician
Civil Engineer
Inspector of Record (including DSA or OSHPD)
Code Enforcement Officer
Administrative/Customer Service Staff
Senior Fire Inspector
Fire Inspector
Senior Fire Plan Reviewer
Fire Plan Reviewer
Hourly overtime rate

Permit Processing Services

CONSULTANT shall be responsible for providing permit-technician, clerical and/or administrative services as requested by CITY on an as-needed basis. Assigned consultant staff shall possess the knowledge, skills, and abilities to perform any combination of the following functions:

1. Enter permit and related data into the Accela permit tracking system;
2. Research, compile and prepare various reports and graphics;
3. Assist the general public at the front counter or by phone/email regarding building, planning, engineering and fire permit requirements, application and permit fees, application filing procedures and processing, and permit status;
4. Accept permit and related applications and collect fees; screen plans and application materials for completeness and for conformance with City ordinances, standards, policies, and guidelines;
5. Review application materials for compliance with conditions of project approval; route plans to other City department for review;
6. Approve and issue minor permits; research and respond to public inquiries;
7. Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service;
8. Assists in general office duties, such as filing, typing, preparing plans for permit issuance and other related services as assigned.

Plan Review Services

CONSULTANT shall be responsible for providing plan check services as requested by CITY on an as needed basis with the knowledge, skills and abilities to perform the following services.

1. Initial plan review of project plans and other related documents submitted in conjunction with applications for building permits to determine compliance with the adopted code, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to,
review of the following, as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; civil plans, excavation and grading applications; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Provide the applicant’s designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.

3. Provide sufficient communication with the applicant’s designee(s), either by telephone, email, mail, or meeting and perform all necessary plan reviews to achieve conformance to the regulations.

4. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

5. Provide Consultant Lead/Plan Review Project Manager with periodic reports on the plan review status for all assigned projects.

Inspection Services

CONSULTANT shall be responsible for providing inspection services as requested by CITY on an as-needed basis with the knowledge, skills and abilities to perform the following services:

1. Inspections and re-inspections for building permits to determine compliance with adopted codes, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to review of the following as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Coordinate assigned inspection and re-inspection requests.

3. Enter inspection records into the Accela permit tracking system. Maintain inspection records for assigned projects as determined by the City.
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.              ISSUE DATE
Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE:    START:           COMPLETION:
4. TOTAL TASK ORDER PRICE:  $__________________
   BALANCE REMAINING IN MASTER AGREEMENT $__________________________
5. BUDGET CODE:  _______________
   COST CENTER_____________    COST ELEMENT_____________ WBS/CIP___
   PHASE ___
6. CITY PROJECT MANAGER’S NAME/DEPARTMENT________________________________________
7. DESCRIPTION OF SCOPE OF SERVICES
   MUST INCLUDE:
   ▪ WORK TO BE PERFORMED
   ▪ SCHEDULE OF WORK
   ▪ BASIS FOR PAYMENT & FEE SCHEDULE
   ▪ DELIVERABLES
   ▪ REIMBURSABLES (with “not to exceed” cost)
8. ATTACHMENTS:    A:  Scope of Services   B: ____________________________________________

I hereby authorize the performance of the work described above in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:              APPROVED:
CITY OF PALO ALTO       COMPANY NAME: ______________________
BY:__________________________________       BY:____________________________________
Name ________________________________        Name __________________________________
Title _________________________________  Title___________________________________
Date _________________________________        Date ___________________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable)
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Mileage, driven during the course of Palo Alto business will be charged at IRS rate.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Billing Rates* Effective through June 30, 2021</th>
<th>Hourly Billing Rates* Effective from July 1, 2021 through December 31, 2024</th>
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</thead>
<tbody>
<tr>
<td>Off-Site Plan Review (Structural)</td>
<td>$125</td>
<td>$135</td>
</tr>
<tr>
<td>Off-Site Plan Review (Non-Structural)</td>
<td>$115</td>
<td>$125</td>
</tr>
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<td>Commercial Building Inspector - Combination</td>
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<td>$95</td>
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<tr>
<td>Residential Building Inspector - Combination</td>
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<td>$90</td>
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<td>Permit Technician</td>
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<td>$65</td>
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<tr>
<td>Civil Engineer</td>
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<td>$135</td>
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<tr>
<td>Administrative/Customer Service Staff</td>
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<td>$58</td>
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<tr>
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<td>$115</td>
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<tr>
<td>Fire Inspector</td>
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<td>$105</td>
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<tr>
<td>Senior Fire Plan Reviewer</td>
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<td>$120</td>
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<tr>
<td>Fire Plan Reviewer</td>
<td>$100</td>
<td>$105</td>
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</tbody>
</table>

Hourly Overtime Rate - 1.25x Hourly Rate
*Overtime and work performed on weekends, after-hours, or on holidays will be an additional 25% of the fees shown above. No overtime will be charged without City approval.
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
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</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
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</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM</td>
<td>BODILY INJURY</td>
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</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>CONTRACTUAL, AND FIRE LEGAL LIABITY</td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE</td>
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</tr>
<tr>
<td></td>
<td>COMBINED.</td>
<td>AGGREGATE</td>
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</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
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<td></td>
<td></td>
<td>- EACH PERSON</td>
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<tr>
<td></td>
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<td>- EACH OCCURRENCE</td>
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<tr>
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<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY</td>
<td>$1,000,000</td>
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<td></td>
<td>DAMAGE, COMBINED</td>
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<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING ERRORS AND OMISSIONS, MALPRACTICE (WHEN</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
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<td></td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.


III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”
   A. PRIMARY COVERAGE

   WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

   B. CROSS LIABILITY

   THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL
NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
Certificate Of Completion

Envelope Id: F875C62EB26B4DEB953E9E90C7645EAF
Status: Completed
Subject: Please DocuSign: C20179105 Bureau Veritas - 06052020.pdf

Document Pages: 19
Certificate Pages: 2
AutoNav: Enabled
Envelope Originator:
Envelope Id Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking
Status: Original
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events
Heather B. Bush, Esq.
heather.bush@bureauveritas.com
Secretary and Vice President
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 161.69.123.10
Sent: 6/8/2020 12:03:19 PM
Viewed: 6/8/2020 12:05:31 PM
Signed: 6/8/2020 3:46:30 PM

Craig Baptista
craig.baptista@bureauveritas.com
Vice President
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
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In Person Signer Events
Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Sent: 6/8/2020 3:56:01 PM
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<td><a href="mailto:sherry.nikzat@cityofpaloalto.org">sherry.nikzat@cityofpaloalto.org</a></td>
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<tr>
<td>Sr. Management Analyst</td>
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<tr>
<td>City of Palo Alto</td>
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

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This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and INDEPENDENT CODE CONSULTANTS, INC. a California corporation, located at 6280 W. Las Positas Blvd., Suite 220, Pleasanton, CA 94588 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to solicit On-Call Development Services Inspections and Plan Review Services (“Project”) and desires to engage a consultant to provide On-Call services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize
work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Six Million Dollars ($6,000,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than $6,000,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Six Million Dollars ($6,000,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.
SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY’s stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made
without the approval of the City Manager will be void.

SECTION 12. SUBCONTRACTING.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

DK Engineering
1931 San Miguel Drive, Suite 100,
Walnut Creek, CA 94596
(925) 932-8686

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Greg Shriver as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY’s project manager is Evon Ballash, Development Services, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2223. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior
written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through
carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or
authorized to transact insurance business in the State of California. Any and all contractors of
CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in
full force and effect during the term of this Agreement, identical insurance coverage, naming CITY
as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently
with the execution of this Agreement. The certificates will be subject to the approval of CITY’s
Risk Manager and will contain an endorsement stating that the insurance is primary coverage and
will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing
with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or
modification. If the insurer cancels or modifies the insurance and provides less than thirty (30)
days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written
notice of the cancellation or modification within two (2) business days of the CONSULTANT’s
receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates
evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term
of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be
construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification
provisions of this Agreement. Notwithstanding the policy or policies of insurance,
CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss
caused by or directly arising as a result of the Services performed under this Agreement, including
such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole
or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written
notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately
discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance
of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event
of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the
City Manager immediately any and all copies of studies, sketches, drawings, computations, and
other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or
given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such
materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be
paid for the Services rendered or materials delivered to CITY in accordance with the scope of
services on or before the effective date (i.e., 10 days after giving notice) of suspension or
termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not
Section 23. Environmentally Preferred Purchasing and Zero Waste Requirements. Consultant shall comply with the City’s Environmentally Preferred Purchasing policies which are available at City’s Purchasing Department, incorporated by reference and may be amended from time to time. Consultant shall comply with waste reduction, reuse, recycling and disposal requirements of City’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

(a) All printed materials provided by Consultant to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by City’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by Consultant on behalf of City shall be purchased in accordance with City’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.

(c) Reusable/returnable pallets shall be taken back by Consultant, at no additional cost to City, for reuse or recycling. Consultant shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Section 24. Compliance with Palo Alto Minimum Wage Ordinance. Consultant shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, Consultant shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, Consultant shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

Section 25. Non-Appropriation

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City
of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices,
attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

INDEPENDENT CODE CONSULTANTS, INC

Officer 1
By: [Signature]
Name: Abigail Obligacion
Title: President

Officer 2
By: [Signature]
Name: Kelly Park-Li
Title: Secretary

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

On-Call Development Services Support

The Planning and Development Services Department utilizes outside firms on an on-call basis for professional services consisting of Permit Processing, Plan Check, and Inspection services. Consultant staff shall work under the supervision of the Lead as assigned by the consultant firm, in consultation with the Chief Building Official, Fire Marshall or designee. Consultant Lead shall act as a project manager and liaison between CITY and consultant staff.

When requested to provide additional assistance, CONSULTANT shall provide to CITY resumes (including licenses and other credentials) of all individuals proposed to perform requested services. CITY retains the right to reject any or all of consultant’s staff. CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City guidelines. CONSULTANT shall make contract personnel available for emergency response at the same hourly rates as conditions specified in this agreement.

CONSULTANT shall be responsible for providing all equipment and training necessary to perform the work, unless otherwise directed by CITY. Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

CONSULTANT shall ensure, at their sole expense, that consultant staff maintain certifications required to perform the services requested by CITY. Training is the responsibility of CONSULTANT where staff must maintain training and certifications as required by State regulations and consistent with ISO - Level 1 requirements and training on the City’s local amendments to city code. CONSULTANT is responsible for providing IT security, ethics, and harassment training to assigned staff that complies with the standards of the CITY. CONSULTANT shall not charge the CITY for training, time in training, or any expenses related to training.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org. If the proposal includes subconsultants, the proposal will clearly indicate all overhead costs included for overseeing the subcontract. Reimbursable expenses shall be reimbursed at cost.

CONSULTANT shall provide personnel capable of reviewing and providing recommendations to written City inspection guidelines. For consistency in proposal review, proposals should include specific hourly rates per year (no ranges) for the following positions, if applicable to the proposal:

Temporary Chief Building Official
Temporary Deputy or Assistant Chief Building Official
On-Site Inspection Manager (Contract Lead)
On-Site Plan Review Manager (Contract Lead)
Off-Site Plan Review - Structural
Off-Site Plan Review – Non-Structural
On-Site Plan Review - Structural
On-Site Plan Review – Non-Structural
Commercial Building Inspector - Combination
Residential Building Inspector - Combination
Permit Technician
Engineering Technician
Civil Engineer
Inspector of Record (including DSA or OSHPD)
Code Enforcement Officer
Administrative/Customer Service Staff
Senior Fire Inspector
Fire Inspector
Senior Fire Plan Reviewer
Fire Plan Reviewer
Hourly overtime rate

**Permit Processing Services**

CONSULTANT shall be responsible for providing permit-technician, clerical and/or administrative services as requested by CITY on an as-needed basis. Assigned consultant staff shall possess the knowledge, skills, and abilities to perform any combination of the following functions:

1. Enter permit and related data into the Accela permit tracking system;
2. Research, compile and prepare various reports and graphics;
3. Assist the general public at the front counter or by phone/email regarding building, planning, engineering and fire permit requirements, application and permit fees, application filing procedures and processing, and permit status;
4. Accept permit and related applications and collect fees; screen plans and application materials for completeness and for conformance with City ordinances, standards, policies, and guidelines;
5. Review application materials for compliance with conditions of project approval; route plans to other City department for review;
6. Approve and issue minor permits; research and respond to public inquiries;
7. Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service;
8. Assists in general office duties, such as filing, typing, preparing plans for permit issuance and other related services as assigned.

**Plan Review Services**

CONSULTANT shall be responsible for providing plan check services as requested by CITY on an as needed basis with the knowledge, skills and abilities to perform the following services.
1. Initial plan review of project plans and other related documents submitted in conjunction with applications for building permits to determine compliance with the adopted code, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to, review of the following, as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; civil plans, excavation and grading applications; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Provide the applicant’s designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.

3. Provide sufficient communication with the applicant’s designee(s), either by telephone, email, mail, or meeting and perform all necessary plan reviews to achieve conformance to the regulations.

4. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

5. Provide Consultant Lead/Plan Review Project Manager with periodic reports on the plan review status for all assigned projects.

**Inspection Services**

CONSULTANT shall be responsible for providing inspection services as requested by CITY on an as-needed basis with the knowledge, skills and abilities to perform the following services:

1. Inspections and re-inspections for building permits to determine compliance with adopted codes, applicable laws, regulations, ordinances, and City policies. The services shall include, but not be limited to review of the following as applicable to each project: architectural, structural, electrical, mechanical, and plumbing plans; structural calculations; accessibility compliance; fire and life safety components; geotechnical reports related to structural design; green building and energy code compliance documentation and deferred submittal items.

2. Coordinate assigned inspection and re-inspection requests.

3. Enter inspection records into the Accela permit tracking system. Maintain inspection records for assigned projects as determined by the City.
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.  
Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE:  START:  COMPLETION:
4. TOTAL TASK ORDER PRICE:  $
   BALANCE REMAINING IN MASTER AGREEMENT $
5. BUDGET CODE:  
   COST CENTER  COST ELEMENT  WBS/CIP __
   PHASE __
6. CITY PROJECT MANAGER’S NAME/DEPARTMENT
7. DESCRIPTION OF SCOPE OF SERVICES
   MUST INCLUDE:
   • WORK TO BE PERFORMED
   • SCHEDULE OF WORK
   • BASIS FOR PAYMENT & FEE SCHEDULE
   • DELIVERABLES
   • REIMBURSABLES (with “not to exceed” cost)
8. ATTACHMENTS:  A: Scope of Services  B: ________________

I hereby authorize the performance of  
the work described above in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:  
CITY OF PALO ALTO

BY:  ____________________________
Name ____________________________
Title ____________________________
Date ____________________________

APPROVED:  
COMPANY NAME: ____________________

BY:  ____________________________
Name ____________________________
Title ____________________________
Date ____________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable)
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Mileage, driven during the course of Palo Alto business will be charged at IRS rate.

B. Printing and photographic work courier services are reimbursable at 20% mark-up.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Plan Review Services</th>
<th>Unit Rate</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Review</td>
<td>$115.00</td>
<td>Hour</td>
</tr>
<tr>
<td>Non-Structural Review</td>
<td>$ 85.00</td>
<td>Hour</td>
</tr>
<tr>
<td>Fire Review</td>
<td>$115.00</td>
<td>Hour</td>
</tr>
<tr>
<td>Civil Review</td>
<td>$128.00</td>
<td>Hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Department Support Staff</th>
<th>Unit Rate</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Plans Examiner/Engineer</td>
<td>$119.00</td>
<td>Hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Basis of Charges</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work over 8 hours a day</td>
<td>Time and One-Half</td>
</tr>
<tr>
<td>Work over 12 hours, Monday through Friday</td>
<td>Double Time</td>
</tr>
<tr>
<td>Work on Saturdays</td>
<td>Time and One-Half</td>
</tr>
<tr>
<td>Work over 8 hours on Saturday</td>
<td>Double Time</td>
</tr>
<tr>
<td>Work on Sundays/Holidays</td>
<td>Double Time</td>
</tr>
<tr>
<td>Reimbursables</td>
<td>cost</td>
</tr>
</tbody>
</table>
STANDARD CHARGE RATES
(Effective through June 1, 2020)

PERSONNEL CHARGES
Charges for personnel engaged in professional and/or technical work are made for the actual hours directly chargeable to the project. Rates are subject to change.
Rates are as follows:

<table>
<thead>
<tr>
<th>OFFICE SERVICES</th>
<th>CHARGE RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$235.00/hr</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$205.00/hr</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$195.00/hr</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$190.00/hr</td>
</tr>
<tr>
<td>Sr. Associate Engineer</td>
<td>$180.00/hr</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>$175.00/hr</td>
</tr>
<tr>
<td>Engineer</td>
<td>$165.00/hr</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$170.00/hr</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>$165.00/hr</td>
</tr>
<tr>
<td>Planner</td>
<td>$160.00/hr</td>
</tr>
<tr>
<td>Senior Project Designer</td>
<td>$175.00/hr</td>
</tr>
<tr>
<td>Project Designer</td>
<td>$165.00/hr</td>
</tr>
<tr>
<td>Designer</td>
<td>$135.00/hr</td>
</tr>
<tr>
<td>GADD/Draftsperson</td>
<td>$120.00/hr</td>
</tr>
<tr>
<td>Graphic Artist</td>
<td>$ 90.00/hr</td>
</tr>
<tr>
<td>Administrative</td>
<td>$ 80.00/hr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIELD SERVICES</th>
<th>CHARGE RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Man Field Party</td>
<td>$205.00/hr</td>
</tr>
<tr>
<td>Two-Man Field Party / GPS Crew</td>
<td>$260.00/hr</td>
</tr>
<tr>
<td>Three-Man Field Party</td>
<td>$310.00/hr</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$205.00/hr</td>
</tr>
<tr>
<td>Senior Land Surveyor</td>
<td>$190.00/hr</td>
</tr>
<tr>
<td>Land Surveyor</td>
<td>$185.00/hr</td>
</tr>
<tr>
<td>Senior Survey Technician</td>
<td>$175.00/hr</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>$145.00/hr</td>
</tr>
</tbody>
</table>
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”
   A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

Certificate Of Completion

Envelope Id: 30A2B3F38F36477FA71EB7D366332C78
Status: Completed
Subject: Please DocuSign: C20179106 Independent Code - 06052020.pdf
Source Envelope:
Document Pages: 21
Certificate Pages: 2
AutoNav: Enabled
Envelope Originator:
Envelopeld Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/8/2020 12:03:42 PM
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events

Abigail Obligacion
aobligacion@independentcodeconsultants.com
President
Security Level: Email, Account Authentication
(Non
Signature Adoption: Drawn on Device
Using IP Address: 96.76.207.102
Signed using mobile
Sent: 6/8/2020 12:06:06 PM
Viewed: 6/8/2020 1:14:35 PM
Signed: 6/8/2020 1:15:06 PM
Electronic Record and Signature Disclosure: 
      Not Offered via DocuSign

Kelly Park-Li
kpark-li@independentcodeconsultants.com
Secretary
Security Level: Email, Account Authentication
(Non
Signature Adoption: Pre-selected Style
Using IP Address: 73.15.93.7
Sent: 6/8/2020 1:15:08 PM
Viewed: 6/8/2020 1:18:10 PM
Electronic Record and Signature Disclosure: 
      Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication
(Non
Electronic Record and Signature Disclosure: 
      Not Offered via DocuSign

Copied

Sent: 6/8/2020 1:23:54 PM
Viewed: 6/8/2020 1:45:56 PM
Electronic Record and Signature Disclosure: 
      Not Offered via DocuSign
<table>
<thead>
<tr>
<th>Witness Events</th>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notary Events</td>
<td>Signature</td>
<td>Timestamp</td>
</tr>
<tr>
<td>Envelope Summary Events</td>
<td>Status</td>
<td>Timestamps</td>
</tr>
<tr>
<td>Envelope Sent</td>
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</tr>
<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 1:23:54 PM</td>
</tr>
<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
<td>6/8/2020 1:23:54 PM</td>
</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
<td>6/8/2020 1:23:54 PM</td>
</tr>
<tr>
<td>Payment Events</td>
<td>Status</td>
<td>Timestamps</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>