

**CITY OF LATHROP
BUILDING DEPARTMENT**



REQUEST FOR PROPOSALS

**PROFESSIONAL CONSULTING SERVICES FOR
BUILDING DEPARTMENT STAFF
AND PLAN REVIEW SERVICES**

Date Issued: July 15, 2024

Response Due Date: July 29, 2024 (by 2:00 PM)

Contact Person: Ed Short, Chief Building Official
Phone: (209) 941-7270
Email: bdept@ci.lathrop.ca.us

Mailing Address: City of Lathrop
Building Department
ATTN: Ed Short
390 Towne Centre Drive
Lathrop, California 95330

TABLE OF CONTENTS

General Information and Background	2
Scope of Work	3
Submittal of Proposals	4
Selection Process and Criteria	5
Task 1: Plan Review Services	6
1.1 Plan Review Coordination.....	6
1.2 Electronic Plan Review Status and Records	6
1.3 Plan Review Billing and Invoicing.....	7
1.4 Turnaround Times.....	7
1.5 Plan Review Letters of Authorization	8
1.6 Transmittal of Plans and Comments.....	8
1.7 Resubmittals.....	9
1.8 Plan Review Approvals.....	9
1.9 Revisions.....	9
Task 2: Inspection Services	10
2.1 Inspection Staff Coordination	10
2.2 Inspection Staff Responsibilities.....	10
Task 2: Permitting Staff Services	11
3.1 Permitting Staff Coordination.....	11
3.2 Permitting Staff Responsibilities.....	11
Attachment A: Sample Professional Consulting Services Master Agreement...	13

GENERAL INFORMATION AND BACKGROUND

The City of Lathrop is located in San Joaquin County at the interchange of three major freeways: Interstate 5 (I-5), Interstate 205 (I-205), and State Route 120 (SR-120). The City covers 22 square miles and has a population of approximately 38,000. Historically, Lathrop has been an agriculturally based community; however, the continuing dynamic outward growth of the San Francisco Bay Area has pushed industrial, warehousing, and logistics growth into the Northern San Joaquin Valley, which is benefiting Lathrop's strategic location. The increasing surge of statewide housing growth has doubled the City's population since 2014, and the City has earned the title of "The Fastest Growing City" in California, with populations over 30,000. Both Residential and Commercial Developments are in various stages of planning, design, and construction throughout the City.

The City of Lathrop's Building Department (City) serves the community by enforcing Building and Safety Codes through Plan Reviews and Inspections. In order to accommodate the exponential growth in the City, the Building Department requires additional highly qualified, experienced, and knowledgeable Building Department Services in order to perform comprehensive Plan Reviews for numerous disciplines including, but not limited to: Architectural, Structural Engineering, M.E.P., Energy Compliance, Fire Protection, etc.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP. Consultant shall not discriminate against any sub-consultant, employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

SCOPE OF WORK

The City of Lathrop desires to collaborate with and retain well-qualified and certified professional consultants to provide services to the City. The City of Lathrop's Building Department is requesting proposals from consulting agencies to provide Professional Building Department Services as needed, including:

Plan Review Services

- Consultant shall review construction plans and documents for compliance with the most recently adopted state and local codes and city ordinances.
- All plan review services shall be performed by or under responsible charge of a California Licensed Professional eligible to prepare and sign such plans.
- Please see Task 1: Plan Review Services for more information.

Inspection Services

- As needed, Consultant shall assign personnel who are professionally qualified and certified to perform in-person field inspections, and shall receive task guidance from the Chief Building Official when assigned to the City.
- Please see Task 2: Inspection Services for more information.

Permitting Staff Services

- As needed, Consultant shall assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. The Consultant shall receive task guidance from the Chief Building Official when assigned to the City.
- Please see Task 3: Permitting Staff Services for more information.

The City will choose up to **three (3)** competitive proposals through a formal bidding process. The Agencies chosen will each be awarded a Master Consulting Agreement for Professional Building Department Consulting Services to provide services to the Building Department, as described in the subsequent Tasks.

In addition, the City requires a written agreement for consulting services using the format of the City's Professional Consulting Services Agreement (attached as Attachment A).

The three (3) successful proposers must disclose any real or apparent conflict of interest with current developers or landowners in the City of Lathrop. In addition, the City is not responsible for any costs incurred by Proposers in the preparation of this proposal. The City reserves the right to waive minor discrepancies for proposals received.

SUBMITTAL OF PROPOSALS

The City of Lathrop Building Department requires an Electronic Submittal of proposals to facilitate panel review and document distribution. No paper copies or fax submittals will be accepted. Proposals will not be received after the closing date and time indicated below. Late proposals will NOT be considered.

Please follow the guidelines below for submittal:

Email Proposals to: bdept@ci.lathrop.ca.us

Subject Line: **RFP For Professional Consulting Services: [Company Name]**

City Contacts: **Ed Short, Chief Building Official**
Keane Cabe, Permit Technician II

Submittals Due By: **July 29, 2024, at 2:00 PM, PST.**

Submittal Requirements:

A. Cover Letter: A written statement that presents the Proposal to the Building Department Staff, signed by an officer or owner of the submitting agency.

B. Statement of Qualifications: Provide a brief history of the agency including size, and range of services. Provide information related to the agency's capability to perform and complete work.

C. Project Experience: Provide a list of similar experiences with other Cities or AHJs where professional consulting services were provided by the agency.

D. Team Organization: Describe how the agency and dedicated consulting team will be organized. Provide an organization chart identifying all key personnel.

E. Scope of Work: The proposal shall include a proposed Scope of Work, which includes the items listed in this RFP. Consultant may propose alternate and more detailed scope of work items that best serve the City's request.

F. Fee Schedule: Provide the agency's fee schedule for hourly rates and plan review costs based on different turnaround timeframes.

G. Resumes: Provide resumes of staff proposed for this assignment.

H. City Business License: If selected, the successful proposer will be required to obtain and keep a current City of Lathrop Business License.

SELECTION PROCESS AND CRITERIA

All proposals meeting the criteria specified in this RFP will be reviewed by a Evaluation Committee formed by qualified City Staff. After committee Review, the City may request interviews of the consulting agencies if deemed necessary by the review committee.

The City will choose up to **three (3)** competitive proposals through a formal bidding process. The Agencies chosen will each be awarded a Master Consulting Agreement for Professional Building Department Consulting Services to provide services to the Building Department, as described in the subsequent Tasks.

The City reserves the right to assign projects as it deems fit. The City makes no guarantee of a minimum quantity of work to be assigned to each Awardee.

The Master Consulting Agreement shall be a contract for **at least a term of one (1) year**, with the possibility of extension for up to two (2) more years, commencing from the date a "Notice to Proceed" and "Task Orders" for each service to be provided, are sent to the Consultant with the Approval of City Council, until **September 1, 2027**. No work shall commence until Consultant receives the above.

The Evaluation Committee will conduct a comprehensive evaluation of proposals received in response to this RFP. All proposals submitted will be scored out of 100 points possible, according to the following criteria, which will be used in determining the highest scoring bids:

<u>Scoring Criteria:</u>	<u>Points Possible:</u>
<input type="checkbox"/> Understanding of the Scope of Work, Evident in Proposals	20 Points
<input type="checkbox"/> Familiarity with International and California Building Code	20 Points
<input type="checkbox"/> Qualifications of Staff	15 Points
<input type="checkbox"/> Efficient Timelines for Plan Reviews	15 Points
<input type="checkbox"/> Amount of Prior Work Experience	10 Points
<input type="checkbox"/> Cost Efficiency of Services	10 Points

Contract Award Schedule:

<input type="checkbox"/> RFP Due	July 29, 2024	- Proposals due no later than 2PM
<input type="checkbox"/> Selection	August 5, 2024	- Committee will select 3 Proposals
<input type="checkbox"/> Council Award	August 12, 2024	- City Council awards 3 Contracts
<input type="checkbox"/> Contracts	August 13-18, 2024	- Contract Preparation / Agreements
<input type="checkbox"/> Notice to Proceed	August 19, 2024	- Contract Start Date

ATTACHMENTS

A. Sample Professional Consulting Services Agreement (Page 13)

TASK 1: PLAN REVIEW SERVICES

1.1 Plan Review Coordination

The Consultant will designate one individual, a qualified and experienced Project Coordinator, Project Manager, etc., as the responsible contact for all communications between the City and Consultant. The responsible contact and supporting staff shall perform duties including but not limited to: accepting and routing electronic plan review submittals, sending comment letters and approval letters and other correspondence between the City, Consultant, and Permit Applicant, and maintaining an orderly record of all projects in review, as well as the Consultant's billing statements for each project the City submits for review.

The Consultant shall be available on normal business days to respond to inquiries from the City regarding project statuses and code-related questions. The Consultant shall be well versed in compliance of codes and standards. All Plan Review communications will be conducted in a clear and concise manner, with references to applicable Codes or Standards.

A Monthly Project Status Report shall be provided to the City via email on the last business day of each month noting all submittals and outstanding balances on billed reviews. This is in addition to Items 1.2 and 1.3.

Deliverables: *Point of Contact, Monthly Project Status Report*

1.2 Electronic Plan Review Status and Records

Accurate tracking and maintenance of Plan Review Submittals and Billing should be of utmost priority. The Consultant shall have a means of providing the City with a well-organized process to provide and track Plan Review Construction Documents, Comments, Approval Letters, and Invoices.

A Project Website shall be utilized as the central hub for Plan Review tracking, to be provided and maintained by the Consultant. The City shall be given access to this website to view and download documents and invoices. Plan Review Statuses shall be reflected on this Project Website, in addition to email communication to the City to notify of new actions.

Project Websites shall include an organized view of all submissions, sorted by Year and/or Project and Permit Number. Each Permit Listing shall specify at least: Permit Number, Site Address, Contact Info, Plan Check Version Number, Submitted Documents, Approval Documents, and Billing Info and Invoices.

Deliverables: *Project Website, Electronic Plan Review Status Emails*

1.3 Plan Review Billing and Invoicing

The Consultant shall be responsible for sending invoices billed to the City for the cost of services for each Plan Review Submittal. Invoices shall be sent to the City via email with Approval Letters, letters recommending approval for projects reviewed for Code Compliance, as well as attached with Approved Review Packages uploaded on a Project Website. A Distribution Email will be provided to the Consultant to send Invoices to. Invoices sent for Plan Review Submittals extending past the 3rd Review Cycle, or reviews in progress shall have a statement attached specifying whether the project billed has a completed review or in progress. Project Invoices shall be reflected on the Project Website.

The Consultant shall have an understanding and agreement upon a Net 30 Day Period for payment of Invoices. Invoices will be paid within 30 days starting from the Date Sent to the City, not the date the Invoice was generated.

Monthly Billing Statements shall be sent to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement shall have a "Date Sent" to indicate when Invoices were sent to the City.

Deliverables: *Monthly Billing Statements, Attached Invoices*

1.4 Turnaround Times

The Consultant shall conform to the City of Lathrop's expected turnaround time for Plan Review Submittals. These Turnaround Times are submitted to the Consultant within the Letter of Authorization (LOA).

Please see the Current Turnaround Time Expectations for Plan Reviews.

Standard Reviews:	<ul style="list-style-type: none">• 10 Business Days on First Review• 5 Business Days on Rechecks
Expedited Reviews:	<ul style="list-style-type: none">• 5 Business Days on First Review• 5 Business Days on Rechecks
Hourly Reviews:	<ul style="list-style-type: none">• 10 Business Days on First Review• 5 Business Days on Rechecks
Revisions (Hourly Review):	<ul style="list-style-type: none">• 5 Business Days on First Review• 5 Business Days on Rechecks

Cycle Times for larger projects may be subject to different turnaround times.

Deliverables: *None*

1.5 Plan Review Letters of Authorization

The Consultant shall be responsible for generating and sending accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to the Consultant for each submittal.

-
- The total authorized PC fee for review = Total PC fee collected x 65%
 - The total authorized PC fee for EXPEDITED review is = Standard PC fee collected x 150%
 - The total authorized PC fee for HOURLY review shall be noted in the effective fee schedule; Total not to exceed \$_____ without prior authorization by the Building Official
-

Deliverables: *None*

1.6 Transmittal of Plans and Comments

The Consultant will receive and review transmitted Plan Review Submittals within the timelines of the Letter of Authorization (LOA) attached in the transmittal. The City will electronically notify the Consultant of incoming submittals. The submittal referenced in the email will consist of all documents received from the Applicant, as well as the City's LOA.

The Consultant will confirm submittals are received and routed to all applicable disciplines for review. The Consultant shall have an established Internal Plan Review Coordination Team to ensure that each submittal received by the City is routed and returned on time, per Item 1.4 Turnaround Times.

When Plan Reviews return with corrections to address the Consultant should consolidate all comments from each applicable discipline into a concise correction letter in PDF format. This Correction Letter shall have permit specific indicators, such as Permit Number, Site Address, Project Description, and Applicant info. Corrections identified by the Consultant Plan Reviewers shall include Code Citations and Sheet Numbers of items that need attention.

The Consultant will be able to conform to the City's Permitting System and processes for transmittals of plans, comments, and approval letters.

Deliverables: *Receipt of Submittals, Comment Letters*

1.7 Resubmittals

The City will notify the Consultant when Applicants respond to Comments. Resubmittal Forms and/or Resubmittal Letters will be routed with Resubmittals. Applicants are not allowed to resubmit to the Consultant directly. Resubmittals must be received by the City first, before they are routed to the Consultant.

Upon receipt of the resubmittal package from the City, the Consultant will perform a recheck in the agreed timeframe noted in the LOA. This process will be repeated until Plan Review Submittals are Recommended for Approval.

Deliverables: *Receipt of Submittals, Comment Letters*

1.8 Plan Review Approvals

When all Plan Review Comments are satisfied, the Consultant shall electronically stamp all Final Documents and Plans with a Confirmation of Review for Code Compliance. These Stamps must be applied to all Plans, Calculations and Specifications.

The Consultant will create an Approval Letter and attach to the Final Package, recommending for project approval. The Final Plan Review Invoice should also be attached to this Final Package. The Consultant shall not send Approval Documents or Notifications to the Applicant; the City will directly contact the Applicants on Approvals.

Deliverables: *Approval Letters*

1.9 Revisions

The City will notify the Consultant when Applicants submit Revisions to Previously Approved and Issued Plans. Resubmittal Forms and/or Resubmittal Letters will be routed with Revisions. Applicants are not allowed to resubmit to the Consultant directly. Revisions must be received by the City first, before they are routed to the Consultant. The City will provide Previously Reviewed and Approved Plans that were last stamped for Recommendation of Approval along with the Revision submittal for reference.

Upon receipt of the revision package from the City, the Consultant will perform a recheck in the agreed timeframe noted in the LOA. This process will be repeated until Revision Submittals are Recommended for Approval.

Deliverables: *Receipt of Submittals, Comment Letters*

TASK 2: INSPECTION SERVICES

2.1 Inspection Staff Coordination

On an as-needed basis, the City may request for In-Person Inspection Staffing to perform field inspections on behalf of the City of Lathrop Building Department. The Consultant shall assign personnel who are professionally qualified to perform field inspections. The City requires Consultant Inspectors to have at least one (1) I.C.C. Inspection Certification, as well as the ability to read construction plans. Resumes may be requested by the Chief Building Official for proposed assigned staff.

The Consultant shall assign one Point of Contact to coordinate Contracted Staffing needs for the City when requested. This may consist of short-term staffing, long-term staffing, and emergency staffing. Wages, mileage, and minimum rates shall be established by contract. All materials, resources, tools and training shall be supplied by the Consultant.

Deliverables: *Point of Contact*

2.2 Inspection Staff Responsibilities

The Consultant shall perform Inspections within the City of Lathrop with guidance from the City of Lathrop Building Department's Chief Building Official. Inspections and Corrections shall conform to the latest adopted ICC and CA Building Codes. The Consultant shall abide by all City of Lathrop Personnel Rules and Regulations.

The Consultant shall be responsible for the following, but not limited to: inspecting buildings and structures, for which building permits have been issued, for compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop work and correction notices, or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system. The Consultant will work with Building Department Staff to obtain daily runsheets, directions, contact information, and inspection results, among other inquiries.

Deliverables: *Inspection Results, Correction Notices*

TASK 3: PERMITTING STAFF SERVICES

3.1 Permitting Staff Coordination

On an as-needed basis, the City may request for In-Person Permitting Staffing to complete projects and tasks in the Building Department, with guidance from the Chief Building Official. The Consultant shall assign personnel who are professionally qualified to perform these duties. Resumes may be requested by the Chief Building Official for proposed assigned staff.

The Consultant shall assign one Point of Contact to coordinate Contracted Staffing needs for the City when requested. This may consist of short-term staffing, long-term staffing, and emergency staffing. Wages, mileage, and minimum rates shall be established by contract. All materials, resources, tools and training shall be supplied by the Consultant.

Deliverables: *Point of Contact*

3.2 Permitting Staff Responsibilities

All inspections performed by the Consultant shall be under the direction of the City of Lathrop Building Department's Chief Building Official. The Consultant shall abide by all City of Lathrop Personnel Rules and Regulations.

The Consultant will work alongside with Building Department Staff and shall be responsible for the following, but not limited to: in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over-the-counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

Deliverables: *None*

ATTACHMENT A:

**SAMPLE PROFESSIONAL CONSULTING SERVICES
MASTER AGREEMENT**

**ATTACHMENT A:
SAMPLE PROFESSIONAL CONSULTING SERVICES MASTER
AGREEMENT**

CITY OF LATHROP

**MASTER CONSULTING AGREEMENT WITH
[Consulting Agency Name] TO PROVIDE PROFESSIONAL BUILDING
DEPARTMENT SERVICES**

THIS AGREEMENT, dated for convenience this _____, is by and between **[Consulting Agency Name]**. (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, Council approved a Master Agreement with **[Consulting Agency Name]**. on _____ that expired on _____; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Department Professional Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Plan Review, Building Inspection and Permitting Staff Services in conformance with an approved Scope of Work submitted by the CONSULTANT. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and CITY’S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Plan Review, Building Inspection and Permitting Staff Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in an approved Task Order Scope of Work unless CITY’s authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is _____, and it shall terminate no later than _____.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work describe in each approved Task Order to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: _____
CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If

CITY OF LATHROP – MASTER CONSULTING AGREEMENT WITH [Consulting Agency Name] TO PROVIDE PROFESSIONAL BUILDING DEPARTMENT SERVICES

Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT WITH [Consulting Agency Name] TO PROVIDE PROFESSIONAL BUILDING DEPARTMENT SERVICES

- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written

authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is

apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre
 Lathrop, CA 95330

Copy to: City of Lathrop
 Building Department
 390 Towne Centre
 Lathrop, CA 95330
 MAIN: (209) 941-7270

CONSULTANT: _____

 Fed ID # _____

 Bus License # _____

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT WITH [Consulting Agency Name] TO PROVIDE PROFESSIONAL BUILDING DEPARTMENT SERVICES

- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY.

CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or

CITY OF LATHROP – MASTER CONSULTING AGREEMENT WITH [Consulting Agency Name] TO PROVIDE PROFESSIONAL BUILDING DEPARTMENT SERVICES

employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT WITH [Consulting Agency Name] TO PROVIDE PROFESSIONAL BUILDING DEPARTMENT SERVICES

Approved as to Form:

City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Accepted by:
Resolution No.

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

Fed ID # _____
Bus License # _____

Signature Date