



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

October 3, 2016

MEMO

RE: One Week Extension on RFQ for Plan Check & Inspection Services

To Whom It May Concern,

Due to a lack of qualified responses the RFQ for Plan Check and Inspection Services deadline has been extended one week. Responses are due no later than Friday, October 7th at 5pm and addressed to:

City of Paso Robles
Community Development Department
Attention: Chief Building Official
1000 Spring Street
Paso Robles, CA 93446

Please mark the envelope: "BUILDING PLAN CHECK AND INSPECTION SERVICES RFQ"



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

DATE: September 2, 2016

TO: INTERESTED INDIVIDUALS AND FIRMS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING DIVISION

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR BUILDING PLAN CHECK AND INSPECTION SERVICES

The City seeks submissions of qualifications by Consultants to provide third party building plan check and inspection services for the Building Division of the Community Development Department.

Consultants are to provide building plan check and/ or inspection services for structural, life safety, accessibility, plumbing, electrical, mechanical, green building, energy, and other building codes to ensure compliance with the California Building Standards Code (Title 24, California Code of Regulations) and Title 17 of the City of Paso Robles Municipal Code.

Rates of compensation for services covered by this Request for Proposal are established in the scope of work, and enumerated in Exhibit D to the professional services agreement (Attachment A).

Interested parties are invited to submit by 5:00 p.m. on September 30, 2016.

Submittals should be delivered to the following address before the deadline noted above:

City of Paso Robles
Community Development Department
Attention: Chief Building Official
1000 Spring Street
Paso Robles, CA. 93446

Please mark the envelope: "BUILDING PLAN CHECK AND INSPECTION SERVICES RFQ"

The attached Request for Qualifications (RFQ) includes the following sections:

TITLE	PAGE
I. Submittal Data	3
II. Selection Process	3
III. General Background	4
IV. Project Objectives	4
V. Submittal Requirements	5
VI. Proposed Scope of Work	6
VII. Attachment A - Professional Services Agreement	10

I. SUBMITTAL DATA

All proposals must be received by mail, recognized carrier or hand delivered, not later than 5 p.m. on September 30, 2016, at City Hall, 1000 Spring Street, Paso Robles.

- Costs of preparation of qualification package and proposal shall be borne by individual or firm making the proposal.
- This request does not constitute an offer of employment or a contract for services.
- All questions and correspondence should be directed to:

Clyde Ganes, Chief Building Official
Community Development Department
1000 Spring Street
Paso Robles, CA 93446
Phone: (805)237-3850
Fax: (805) 238-4704
Email: cganest@prcity.com

Please mark the envelope: "BUILDING PLAN CHECK AND INSPECTION SERVICES RFQ"

II. SELECTION PROCESS

- One or more firms may be selected based upon staff review of the qualification package and proposal. City reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ.
- Issuance of this RFQ and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFQ, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFQ.
- Selected staff will evaluate such factors as qualifications, demonstrated expertise, experience, and completeness in responding to the RFQ.
- The City reserves the right to reject any or all proposals and to negotiate modifications or acceptance of all or a part of a proposal. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate City officials.
- All responses to this Request for Qualifications and other material submitted to the City in

response to this request become the property of the City.

III. GENERAL BACKGROUND

The City of El Paso de Robles (Paso Robles) is a community of 30,000, located in the coastal mountain range of central California. Situated midway between Los Angeles and San Francisco. Paso Robles offers all the amenities of family life including attractive and available housing, ample City services, state-of-the-art recreation facilities, easy access retail shopping, excellent public schools, and safe neighborhoods.

The City understands the importance of business and works hard to attract commerce in a diverse array of industries. Since the 1990's, Paso Robles has led the County in single-family residential construction and commercial development. City support for residential and commercial development has allowed Paso to grow into the second largest City in the County and become an economic development leader in commercial and tourism development.

The mission of the Building Division is "safe buildings and exceptional service." Inspection, plan check, and administrative duties are performed by 6 full-time staff. In addition, Building contracts with a number of professional consultants to manage plan check and inspection workload, as well as to enhance collective depth and breadth of knowledge and experience. Permit valuations for 2015 were in excess of \$60 million, with 76 new residential units.

According to the Central Coast Economic Forecast, the population of Paso Robles has expanded by 9.5% over the past ten years, a rate which has outpaced construction of new residential units. City Council has commissioned a committee consisting of elected officials, citizens and staff to identify housing constraints and opportunities and to develop recommendations on solutions to overcome barriers to residential development. This committee is on-going.

A residential expansion area for an additional 271 new home sites in the north east area of the City was recently approved. The City is in the process of developing a new Specific Plan Area, that will yield between 673 to up to 825 +/- new residential lots within then 3 to 10 year planning horizon. CDD is also in various planning stages to develop approximately 8 – 12 new hotels in the City. Lastly, the City is pursuing an annexation project that may yield an additional 30 – 90 residential lots, plus a yet-to-be specified square footage of commercial development.

IV. OBJECTIVES

The City of Paso Robles seeks to contract with one or more firms to provide third party plan check and/ or inspection services for the Building Division of the Community Development Department. Consultants are to perform building plan check and/ or inspections for structural, life safety, accessibility, plumbing, electrical, mechanical, green building, energy, and other building codes to insure compliance with the California Building Standards Code (Title 24, California Code of Regulations) and Title 17 of the City of Paso Robles Municipal Code.

V. SUBMITTAL REQUIREMENTS

A qualifying proposal must include all of the following:

- A. A statement reflecting the consultant's understanding of the scope of work.
- B. An outline of the proposed approach to addressing the City's plan review and/ or inspection requirements.
- C. Identification of the specific person(s) who would be assigned to the City's projects.
- D. Qualifications of assigned personnel (licensure as an Architect, registration as a Professional Engineer, International Code Council certification, etc.)
- E. Identification of available support resources as applicable.
- F. Identification of any subcontractors to the person or firm providing service to the City, including resumes or qualifications of individuals or the firm as applicable.
- G. A list of public agencies or private entities to which the proposer and the particular personnel proposed for the City's project have or are currently providing building inspection or plan check services, including a description of the work/ assignment, and the name and phone number of a person the City can contact for a reference.
- H. Proof of commercial general liability, automobile liability and professional liability insurance as required in City's contract.
- I. Proposed method for transportation of plans between contract firm and City. Costs for transportation shall be borne by the Consultant.
- J. Identification of office where plan checking services will be performed and office hours.
- K. A representative list of the types of plan review services provided and a reliable estimate of response time for each type of service.
- L. Firm's conflict of interest statement.
- M. ANY AND ALL EXCEPTIONS TO THE RFQ INCLUDING THE ATTACHED PROFESSIONAL SERVICES AGREEMENT. IF ANY EXCEPTIONS ARE TAKEN, SUCH EXCEPTIONS MUST BE CLEARLY NOTED IN THE PROPOSAL AND MAY BE REASON FOR REJECTION OF THE PROPOSAL. AS SUCH, PROPOSER IS DIRECTED TO CAREFULLY REVIEW THE ATTACHED AGREEMENT AND, IN PARTICULAR, THE INSURANCE AND INDEMNIFICATION PROVISIONS THEREIN.
- N. Signature line, name and title of signatory, firm, address and telephone number.

VI. PROPOSED SCOPE OF WORK

1.0 Scope of Work

The Building Division seeks to enter into a professional service agreement with one or consultants or consulting firms to provide building plan check and/ or inspection services encompassing a large variety of projects ranging from single family tract residences to large commercial and industrial projects.

Contract services would include examination of construction drawings and/ or inspection of work for conformance with Title 17 of the City of Paso Robles Municipal Code and the California Building Standards Code (Title 24, California Code of Regulations), including any local amendments of those codes.

Task 1 – Building Plan Check Services

1. Review plans and supporting documentation for code conformance.
2. Prepare correction lists and letters recommending for plans approval.
3. Pick up and deliver plans from and to the City.
4. Maintain records of plans in process.
5. Meet with applicant/ applicant's designee upon City's request.
6. Provide continuity of plan check services through project completion.

Task 2 – Building Inspection Services

1. Inspect construction projects for conformance with applicable codes and the approved plans.
2. Identify deficiencies in construction, write correction lists.
3. Collect special inspection and structural observation reports.
4. Maintain daily inspection records.
5. Demonstrate effective communication, high levels of professionalism and customer service.

2.0 Processing Requirements

All plans are submitted by the property owner or his/ her agent, directly to the City of Paso Robles Building Division public counter.

Plans will then be transmitted by the City Building Division to the consultant providing the contract service.

Consultant will furnish the Building Official with a legible, written list of all corrections for submittal to the applicant in Adobe PDF format.

Upon completion of the review process, Consultant will designate, on the title sheet of the plans, that the plans are acceptable and recommended for approval.

3.0 Required Time Frames

BUILDING TYPE:	INITIAL REVIEW:	RECHECK:
Single Family	Twelve (12) working days	Ten (10) working days
Multifamily	Fifteen (15) working days	Fifteen (15) working days
Commercial/Industrial (less than 100K sq. ft. and two or less stories)	Fifteen (15) working days	Fifteen (15) working days
Commercial/Industrial (more than 100K sq. ft. and more than two stories)	Twenty (20) working days	Twenty (20) working days
Commercial/Industrial Tenant Improvements	Twelve (12) working days	Twelve (12) working days

All dates are calculated from date City notifies Consultant documents are available.

4.0 Office Hours

Consultant's office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the he/she will be available to City staff and design professionals, authorized by the City to contact the applicant or the applicant's designee.

5.0 Email

Consultant must be available by email to the City and, when authorized by the Building Division, the applicant or the applicant's designee for whom the plan check is being performed.

6.0 Transportation of Plans

The City will identify the most economical and expeditious means of transporting plans to and from the Consultant. The cost of the transportation shall be borne by the Consultant.

7.0 Compensation

The bidders shall provide services in accordance with those established by Resolution 06-023, as

adjusted annually by CPI. The current rates are per Exhibit D of the Professional Services Agreement (Attachment A).

8.0 Payment Schedule

Upon completion of specific portions of work outlined in an accepted contract and submittal of an invoice in form acceptable to the City, payment will be made within 30 calendar days for that portion of the completed work. No partial payments for incomplete services will be made.

9.0 Conflicts of Interest

The Consultant agrees to promptly notify the City whenever a client of the Consultant has an interest in any project referred to the Consultant for review. Such projects may be reassigned by the City to another qualified person or firm with no compensation due if the Consultant has a conflicting interest.

10.0 Contract Requirement

The City will enter into a contract with one or more consultants in the form attached (Attachment A) to this Request for Qualifications. By entering into the agreement, the individual or firm selected shall warrant that he/she possesses all capital and other equipment, labor, and materials to carry out and complete the work in compliance with all Federal, State, County, City Laws, Ordinances, and Regulations.

11.0 Contract Term

This Contract will cover services provided from January 1, 2017 through December 31, 2018, and may be extended upon mutual (written) consent of the parties.

12.0 Non-Exclusive Contract

The City reserves the right to contract with other Consultants and/ or Consulting Firms for building plan check and/ or inspection services during the contract term.

For further information, please contact:

Clyde Ganes, Chief Building Official
Community Development Department
1000 Spring Street
Paso Robles, CA 93446
Phone: (805) 237-3850
Fax: (805) 238-4704
Email: cganesh@prcity.com

Attachments:
Professional Services Agreement – Attachment A



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

ATTACHMENT A

CITY OF EL PASO DE ROBLES PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR***** by and between the City of El Paso de Robles, a municipal corporation ("City") and *****INSERT NAME*****, a *****[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***** with its principal place of business at *****INSERT ADDRESS***** ("Consultant"). CITY and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing *****INSERT TYPE OF SERVICES***** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the *****INSERT NAME OF PROJECT***** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional *****INSERT TYPE OF SERVICES***** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 1, 2017 to December 31, 2018**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant shall have no power or authority by this Agreement to bind the City in any respect.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. City hereby designates the **Chief Building Official**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times. On the occasions when Consultant is at City offices, City will provide Consultant with the use of certain office facilities and services to perform its duties under this Agreement. Consultant is not required to use these City facilities or services, but may perform Services at any suitable time and location Consultant chooses. When necessary facilities or services are not provided, Consultant will be expected to use its own equipment, materials and tools necessary to perform the Services under this Agreement.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by City and Consultant ("Performance

Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for City to terminate the Agreement for cause: (1) any misrepresentation or material omission concerning compliance with such requirements; or (2) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.2 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex (including gender identity, sexual orientation and pregnancy), age, disability or genetic information. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.11 Insurance. Consultant shall, at all times it is performing services under this Agreement, provide and maintain insurance in the types and with limits set forth in Exhibit “C,” attached hereto and incorporated herein by reference.

3.2.12 Safe Work Environment Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be

performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One-Hundred Thousand Dollars (\$100,000)** without written approval of the **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant

shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without City’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

[*INSERT NAME, ADDRESS & CONTACT PERSON***]**

CITY:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: Chief Building Official
Tel: 805-237-3850
Fax: 805-238-4704

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold City, its officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo

County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against City.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT TWO PAGES]

CITY 'S SIGNATURE PAGE

CITY OF EL PASO DE ROBLES

By: _____
Clyde Ganes
Chief Building Official

By: _____
Warren Frace
Community Development Director

By: _____
Tom Frutchey
City Manager

Attest:

Kristen Buxtemper
Deputy City Clerk

Approved as to Form:

Iris P. Yang
City Attorney

CONSULTANT'S SIGNATURE PAGE

*****INSERT NAME OF CONSULTANT*****

a *INSERT TYPE OF LEGAL ENTITY*****

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

EXHIBIT "C"

INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Other provisions or requirements:

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or

in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT "D"
COMPENSATION

PLAN REVIEW

LEVEL I:

New Residential and Residential Additions;
Tenant Improvements up to 3,000 sq. ft. = \$112.00 / HR

LEVEL II:

Multi-Family, Commercial, Industrial up
To 10,000 sq. ft. = \$147.00 / HR
Tenant Improvements above 3,000 sq. ft
Up to 10,000 sq. ft.

LEVEL III:

Multi-Family, new Commercial, Industrial = \$160.00 / HR
Tenant Improvement above 10,000 sq. ft.

*EXPEDITED PLAN CHECK = 1.5 x Regular Rate

INSPECTION = \$90.00/ HR

ESCALATION CLAUSE: Rates of compensation shall escalate annually, in accordance with the published Consumer Price Index (CPI)

Initial _____ Date: _____ / _____ 2016