

**AGREEMENT FOR SERVICES**  
**West Coast Code Consultants, Inc.**

THIS AGREEMENT is made and entered into as of the 1st day of September, 2023 (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and West Coast Code Consultants, Inc., a California corporation ("Consultant").

**RECITALS**

- A. City requires the services of a consultant to provide professional building and plan review services.
- B. Consultant has the necessary experience in providing such services.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

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

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Consultant may not change the list of Key Personnel without the prior written consent of the City.

Services will be authorized by City, as needed, with a task order assigned and approved by the City's Building Official or their designee (the "Project Administrator"). Each task order will be in substantially the same form as attached Exhibit "A"-1, which is incorporated herein by reference. Each task order will designate a City Project Manager and will contain a specific scope of work, a specific schedule of performance, and a specific compensation amount. The total price of all task orders may not exceed the amount of compensation set forth in Section 6 below. Consultant will only be compensated for work performed under an authorized task order.

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

3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will be for a period of one year from the Effective Date.

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

6. Compensation. City will pay to Consultant a not-to-exceed amount of Two Million and Three-Hundred Thousand Dollars (\$2,300,000) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Consultant must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Consultant is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement

contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

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

7.1. Consultant shall retain the right to perform services for others during the term of this Agreement.

7.2. Consultant will determine the method, details, and means of performing the Services under the Agreement. City will not have the right to, and will not, control the manner or determine the method of accomplishing the services under this Agreement.

7.3 Public Employees Retirement System (CalPERS): In the event that any of the persons used by Consultant to provide services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant will indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City. Consultant understands and agrees that persons used by Consultant to provide services under this Agreement are not, and will not be, eligible for memberships in, or any benefits from, any City group plan for hospital, surgical, or medical insurance, or for membership in any City retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a City employee.

8. Labor Code Prevailing Wage. To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by the Consultant or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Consultant will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Consultant.

9. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the subcontractor's acts and omissions as Consultant is for the acts and omissions of persons directly employed by Consultant. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, consultants, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Consultant will be responsible for paying subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Consultant unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

11. Indemnification.

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable (collectively, "Responsible Parties"). Consultant's responsibilities under this Section 11 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Consultant's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Consultant, if City chooses to do so.

11.3 Consultant agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Consultant to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Consultant's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Consultant will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A:VII".

12.1 Coverages and Limits. Consultant, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Consultant will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not

contribute with any insurance or self-insurance maintained by the City. If completed operations coverage is excluded, the policy must be endorsed to include such coverage.

12.1.2 Business Automobile Liability Insurance. Consultant will maintain coverage with limits not less than \$2,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees, and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Consultant will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

12.1.5 Professional Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage. 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.

12.1.6 Excess or Umbrella Liability Insurance. Consultant may use Excess or Umbrella policies to meet limit requirements, and shall provide coverage at least as broad as specified for the underlying coverages.

12.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

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

12.7 Claims. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

13. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Consultant Documents

for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow City to inspect 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.

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

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

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

For Consultant:  
Donald Zhao  
Vice President/Regional Manager  
417 Grand Avenue, Suite 201, South San  
Francisco, CA 94080  
(650) 754-6353

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

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

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

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



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

21. Termination.

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

21.2 If Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Consultant.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Consultant providing a written notice specifying the nature of the default, Consultant may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

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

23. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including

attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

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

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Consultant may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

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

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

*(Signature Page Follows)*

CITY:

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

By: Melina Stevenson Diaz  
Melissa Stevenson Diaz, City Manager

ATTEST:

J Castro  
Yessika Castro, Interim City Clerk

CONSULTANT:

West Coast Code Consultants, Inc.  
5000 Executive Parkway, Suite 510, San  
Ramon, CA 94583

\*By: Donald Zhao  
Donald Zhao (Aug 18, 2023 08:33 PDT)

\*\*By: Sanjeeva Abeywardena  
Sanjeeva Abeywardena (Aug 18, 2023 09:38 PDT)

Printed Name: Donald Zhao

Printed Name: Sanjeeva Abeywardena

Title: Vice President

Title: Chief Financial Officer

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

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

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

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

## EXHIBIT "A"

### SCOPE OF SERVICES AND FEES

On-Site Services will be provided in Redwood City and City Hall for a minimum of the following:

- On-site staffing at City Hall at least 20 hours per week for Plan Review Services
  - On-site staffing at City Hall and in Redwood City for Field Inspection Services
  - On-site staffing at City Hall for Permitting Services as requested by the City
1. Consultant shall provide thorough, accurate and professional services both On-Site at the City of Redwood City offices and Off-Site as follows:
    - 1.1 Plan Review Services. Consultant shall perform plan review services as directed by the Project Administrator. All plan review services provided by Consultant shall include the initial plan review and all subsequent re-reviews as necessary for building permit issuance.
    - 1.2 Building Inspection Services. Consultant shall perform building inspection services for a specified number of hours as directed by the Project Administrator. These services shall include review of all approved plans, specifications and documents, review and respond to all inspection requests and reports, attend mandatory meetings, including, but not limited to, safety training, City staff coordination, applicant progress and project management meetings, perform inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing, Fire codes, as well as State energy efficiency and accessibility standards as amended by the City of Redwood City. Consultant's services may include a State of California registered Fire Protection Engineer, to complete all Fire Code inspection services requested by the City, or Certified Access Specialist (CAsp) certified inspections as directed by the City of Redwood Community Development and Transportation Director, Chief Building Official or their designee.
    - 1.3 Permitting Services. Consultant shall perform permit process services for a specified number of hours as directed by the Project Administrator. Consultant shall assist architects, contractors, and the public in accepting, processing and tracking applications for building permits, calculating and collecting permit fees, and providing General Plan and Zoning information. These services include front counter and phone assistance regarding building permit requirements, plan check fees, plan check filing procedures and processing, and permit status, accept permit

applications, calculate and apply fees, and reviews plans for conditions of prior approval.

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

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

- Zoning codes
- Property maintenance codes
- Municipal codes
- International property maintenance codes
- Building codes
- Public nuisance codes
- State health & safety codes

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

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

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

2.1 Standard of Performance. All employees working directly for the Consultant shall be properly trained and thoroughly experienced in any type of work they perform. The Consultant shall be responsible for the behavior of all their employees. The Consultant shall be responsible for providing sexual harassment prevention training for all employees of the Consultant that will be working with the City.

2.2 Background checks. Consultant will conduct background and reference checks of personnel assigned to perform services under this Agreement (Assigned Personnel), at no additional charge to the City. Consultant shall conduct background checks in a manner consistent with the City's process. Background checks for Assigned Personnel will be performed consistently with background checks performed for comparable City staff. The background check shall include, but not be limited to, the following:

- a. For all personnel, a statewide criminal history check – including all felony, misdemeanors, and sex offense charges within seven (7) years from the date the request for assignment is made by the Director;
- b. For all personnel who perform physical activity in their positions, including but not limited to Building Inspectors and Fire Plan Checkers, a physical exam needs to be completed;
- c. For all personnel assigned to a position with driving as a paramount job responsibility, a driver's record check – including DMV records, and the current license status within seven (7) years from the date the request for assignment is made by the Project Manager;
- d. For all personnel assigned to a position granting regular access to Ten Thousand Dollars (\$10,000) or more in cash, authority to enter into a contract, with financial obligations to the City, and/or access to credit accounts, bank information, social security numbers, or dates of birth, a credit check - including a credit report, within seven (7) years from the date request for assignment is made by the Director;
- e. For all personnel subject to the credit check requirement set forth above or assigned to a position with unaccompanied supervisory authority and responsibility over minors, fingerprinting to establish a record of the applicant so that the City may receive notification from the Consultant of subsequent State or Federal arrests of the assigned personnel.

2.3 Assignment of Personnel. If requested by the Project Administrator, the Consultant shall provide a list to the Project Administrator of all employees that perform work for the City. In the event that the City, at any time during the term of this Agreement, desires the reassignment of personnel, Consultant shall reassign such person or persons. Except where mutually agreed upon, such reassignment, shall not affect the Consultant's obligation to timely provide Services under this Agreement. In the event that

Consultant, at any time during the term of this Agreement, desires to reassign, substitute or remove Consultant personnel from providing on-site services, including permitting, inspection and code enforcement, Consultant shall notify the Project Administrator seventy-two (72) hours before the day of reassignment, substitution, or removal.

3. Office Hours and Meeting Availability. Consultant staff must be available for On-Site plan review on Tuesdays and Wednesdays or as requested to provide one stop plan review services. Plan Review staff, Technicians and Code Enforcement staff shall be on-site at other times at the direction of the Project Administrator.
4. Emergency Response. In the event of a local, regional or national emergency, disaster or pandemic, personnel shall be accessible, available and prepared to provide services as directed by the Community Development and Transportation Director or their designee, including reporting to the City's Emergency Operations Center.
5. Procedure for Off-Site Plan Review. The Project Administrator, in his or her sole and exclusive discretion, may direct Consultant to perform particular Off-Site Services under the terms of this Agreement or may direct Consultant to perform particular Off-Site Services pursuant to the requirements of a Task Order. The procedure for awarding Off-Site Services by Task Order is as follows:

5.1 Award of Task Orders. The Project Administrator shall award the Off-Site Services, in his or her sole and exclusive discretion, based upon a combination of factors, including but not limited to, the Consultant's proposal, availability of staff to complete work according to the City's deliverables schedule, personnel qualifications, and level of expertise to ensure quality of work, and cost.

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

5.3 Payment for Off-Site Plan Review. The City shall pay the Consultant according to the fee structure for Off-Site Plan Review as described below.

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

6. Building Codes and Standards. Consultant shall ensure that the services are performed in compliance with all relevant local codes and ordinances, State Codes and Federal Codes and Standards.

For **On-Site services**, fees will be billed based on actual hours used per the labor rate schedules delineated below. The following definitions apply to On-Site services:

- Consultant’s staff work on premises at City Hall for full shift. Positions include on-site Permitting Services and on-site Plan Review Services.
- Regular Time: 8-hour workdays, 5 days a week or a 9/80 schedule
- Normal Business Hours: 8 am to 5 pm, Monday through Friday (unless otherwise stated by the City)
- Overtime: Hours worked over 8 hours a day, 9 hours a day if on 9/80 schedule, or 40 hours a week.

Type of Service	On-Site Hourly Labor Rate
(Standard) Structural Plan Review Services including Building Code structural regulations	\$201.50 / hr
(Expedited) Structural Plan Review Services including Building Code structural regulations	\$302.25 / hr
(Hourly Combo) Combo Review of Preliminary Plans, Project Revisions or Peer Review of Projects as directed	\$184.50 / hr
(Expedited Combo) Combination Building Plan Review Services (Combo), including Building Code Structural & Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	1.5 x Hourly Combo Rate
(Regular time) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	\$178 / hr
(Outside normal business hours but within 8-hour workday) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	1.5 x Hourly Regular Rate
(Overtime) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	1.5 x Hourly Regular Rate
Permitting Services, including Building Code administration and technical regulations and use and understanding of TRAKiT development management system by CRW, and permit processing to assist architects, contractors and the public and calculating fees	\$116 / hr
Administrative services, including answering phones and routing calls, filing, making copies, assisting with scheduling inspections, etc.	\$116 / hr
Code Enforcement Services	\$178 / hr

**\*Rates will increase 3% on July 1 every year starting in 2024.**



Defined Terms:

- Standard: 1<sup>st</sup> through 3<sup>rd</sup> plan reviews
- Hourly: All plan reviews and revisions following the 3<sup>rd</sup> plan review
- Expedited: available upon request from applicant

For **Off-Site services**, fees will be billed based on actual hours used per the labor rate schedules delineated below. The following definitions apply to Off-Site services:

- Consultant’s staff do not work on premises at City Hall. Positions include: Field Inspection Services (Inspectors), remote Plan Review Services, remote Permitting services and remote Administrative support.
- Regular Time: 8-hour workdays, 5 days a week or a 9/80 schedule
- Normal Business Hours: 8 am to 5 pm, Monday through Friday (unless otherwise stated by the City)
- Overtime: Hours worked over 8 hours a day, 9 hours a day if on 9/80 schedule, or 40 hours a week.

Type of Service	Off-Site Hourly Labor Rate
(Standard) Structural Plan Review Services including Building Code structural regulations	\$155 / hr
(Expedited) Structural Plan Review Services including Building Code structural regulations	\$232.50 / hr
(Hourly Combo) Combo Review of Preliminary Plans, Project Revisions or Peer Review of Projects as directed	\$145 / hr
(Expedited Combo) Combination Building Plan Review Services (Combo), including Building Code Structural & Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	1.5 x Hourly Combo Rate
(Regular time) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	\$140 / hr
(Outside normal business hours but within 8-hour workday) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	1.5 x Hourly Regular Rate
(Overtime) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	1.5 x Hourly Regular Rate
Permitting Services, including Building Code administration and technical regulations and use and understanding of TRAKiT development management system by CRW, and permit processing to assist architects, contractors and the public and calculating fees	\$90 / hr
Administrative services, including answering phones and routing calls, filing, making copies, assisting with scheduling inspections, etc.	\$90 / hr

Code Enforcement Services	\$140 / hr
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**\*Rates will increase 3% on July 1 every year starting in 2024.**

**Defined Terms:**

- Standard: 1<sup>st</sup> through 3<sup>rd</sup> plan reviews
- Hourly: All plan reviews and revisions following the 3<sup>rd</sup> plan review
- Expedited: available upon request from applicant

<b>Outside Plan Review Fee for Combination Plans</b>	
This includes Building Code Structural and Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	
<b>Construction Valuation</b>	<b>Outside Plan Review Fee (Compensation as a percentage of Building Review fee)</b>
\$1.00 – 1,000,000.99	70%
\$1,000,001.00 – 3,000,000.99	55%
\$3,000,001 and over	45%

**EXHIBIT "A-1"**  
**TASK ORDER**

**TASK ORDER NO. \_\_\_\_ TO AGREEMENT FOR SERVICES**

This Task Order No. \_\_\_\_ ("Task Order") is made and entered into by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and West Coast Code Consultants, Inc., a California corporation ("Consultant").

**RECITALS**

**A.** City and Consultant entered into an agreement entitled Agreement for Services West Coast Code Consultants, Inc., ("Agreement"), by which the Consultant agreed to perform services in accordance with Task Orders issued by the City.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
- 2. SCOPE OF TASK ORDER.** Consultant will perform the services described in Attachment "A", attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement. For purposes of this Task Order, the City's Project Manager will be \_\_\_\_\_.
- 3. PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement, in an amount not to exceed \_\_\_\_\_.
- 4. AUTHORITY.** The individuals executing this Task Order and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Task Order.

**IN WITNESS WHEREOF,** the City and Consultant do hereby agree to the full performance of the terms set forth herein.

**CITY OF REDWOOD CITY**

**West Coast Code Consultants, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_