

**CITY OF SAND CITY**

**RESOLUTION NO. 20-28, 2020**

**AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH  
4LEAF AND EXTEND IT UNTIL JUNE 30, 2021**

**WHEREAS**, 4LEAF has been providing plan check and inspections services to the City for the South of Tioga project ("Agreement") since September 24, 2019; and

**WHEREAS**, the current Agreement is set to expire on June 30, 2020; and

**WHEREAS**, it is in the best interest of the City to continue operating under the existing agreement through June 30, 2021; and

**WHEREAS**, this does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines Section 15378.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City as follows:

1. The Council authorizes the City Manager to amend Section 1 of the Agreement to Extend the term of the agreement to expire on June 30, 2021.
2. All future expenses will be in accordance with the approved terms of the Agreement with a cost not to exceed \$340,000.

**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 19<sup>th</sup> day of May, 2020, by the following vote:

**AYES:** Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**APPROVED:**

**ATTEST:**



Connie Horca, Acting City Clerk

  
\_\_\_\_\_  
Mary Ann Carbone, Mayor

**CITY OF SAND CITY**

**RESOLUTION SC 19-70, 2019**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING  
THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH  
4-LEAF, INC. TO PROVIDE PLAN CHECK AND INSPECTION SERVICES  
TO THE CITY OF SAND CITY FOR THE SOUTH OF TIOGA PROJECT**

**WHEREAS**, the South of Tioga development project, inclusive of a 4-story 216 guestroom hotel and several 5 to 7 story multi-family residential buildings and parking structures with a total of 356 dwelling units located on an approximate 10.64 acre site abutting the intersection of California Avenue and Tioga Avenue, will need to submit construction drawings to the City of Sand City (the "City") for plan check examination that is necessary prior to the City's issuance of building permits for this South of Tioga development project; and

**WHEREAS**, even though the City of Monterey has provided quality and professional building inspection and plan check services to the City of Sand City on an "as needed" basis since 1994, the scope and scale of the South of Tioga development project will require services and manpower that exceed the current capabilities of Monterey's Building Department; and

**WHEREAS**, the City of Sand City sent out a request for qualifications (the "RFQ") for plan check examination and construction inspection services for the South of Tioga development project; and

**WHEREAS**, in response to the RFQ, only two firms responded, which were 4-Leaf, Inc. (hereinafter "4-Leaf") and CSG Consultants, where it was the consensus of the City's RFQ review team that 4-Leaf was better suited to provide the needed plan check and inspection services for the City in regard to the South of Tioga project; and

**WHEREAS**, 4-Leaf has extensive experience, knowledge, and manpower, as demonstrated in its RFQ response, to provide the necessary plan check examination and construction inspection services for the South of Tioga development project; and

**WHEREAS**, the service agreement with 4-Leaf (hereinafter the "Service Agreement"), attached hereto as Resolution Exhibit A and incorporated herein by this reference, is justified and necessary to secure the appropriate knowledge, experience, and manpower to successfully and efficiently perform plan check examination and construction inspection services for the South of Tioga development project; and

**WHEREAS**, certain plan check and/or construction inspection services activities may still be performed by City personnel and/or other City consultants as deemed appropriate and necessary by the City; and

**WHEREAS**, the City shall, within the limits of the law, maintain authority over final determination(s) regarding plan check and inspection reviews, comments, and requirements of the South of Tioga development project; and

**WHEREAS**, authorization and execution of a service contract does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines, section 15378 and section 15060(c)(2) & (3) as it will have no direct or indirect physical change to the environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sand City does hereby authorize the following:

1. The City's Mayor and Acting City Manager are hereby authorized to enter into a professional Service Agreement, attached hereto as Resolution Exhibit 'A' and incorporated herein by this reference, with 4-Leaf, Inc. to provide plan check examination and construction inspection services to the City of Sand City for the South of Tioga development project, in accordance with the terms and conditions of the Service Agreement with a cost not to exceed \$340,000.
2. The term of the Service Agreement shall begin on September 24, 2019 and shall end on June 30, 2020, unless it is terminated by either party in accordance with the terms specified within the Service Agreement. This Service Agreement may be reviewed and renewed annually until completion of the last development phase of the South of Tioga Project.
3. 4-Leaf, Inc. shall maintain a current Sand City Business License throughout the term of the Service Agreement.


**PASSED AND ADOPTED** by the City Council of Sand City this 24<sup>th</sup> day of September, 2019, by the following vote:

AYES: Council Member Blackwelder, Sofer, Cruz, Carbone  
NOES: None  
ABSENT: Council Member Hawthorne  
ABSTAIN: None

ATTEST:

  
\_\_\_\_\_  
Connie Horca, Deputy City Clerk

APPROVED:

  
\_\_\_\_\_  
Mary Ann Carbone, Mayor

**CITY OF SAND CITY  
PROFESSIONAL SERVICE AGREEMENT**

This Agreement made this 24th day of September, 2019 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and 4LEAF, Inc. a California Corporation, hereinafter referred to as "Consultant" (together referred to the "Parties").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. TERM**

The term of the Agreement will begin on September 24, 2019 and shall end on June 30, 2020, unless it is terminated by either party in accordance with the terms specified within this Agreement. This agreement may be reviewed and renewed annually until the completion of the last development phase of the South of Tioga Project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**II. SERVICES**

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at it sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

**III. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

**IV. TIME**

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

**V. ASSIGNMENT OF PERSONNEL**

CONSULTANT shall assign only competent personnel to perform services pursuant to his Agreement. In the event that CITY, in its sole discretion, at any time during the term of the Agreement, desires the reassignment of any such persons, CONSULTANT shall, immediately upon receiving notice from CITY of such desire, reassign such person or persons.

**VI. PAYMENT**

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed three hundred and forty thousand dollars (\$340,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars (\$20,000.00). Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this

period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

## **VII. SUSPENSION OR TERMINATION OF AGREEMENT**

- A.** The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B.** CONSULTANT may cancel this Agreement upon 60 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C.** In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D.** The parties may amend this Agreement only by a writing signed by all the parties.
- E.** All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F.** If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
  - a.** Immediately terminate the Agreement

- b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement
- c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or
- d. Charge the consultant the difference between the cost to complete the work described in a given task order that is unfinished at the time of breach and the amount the CITY would have paid CONSULTANT pursuant to section 6 if CONSULTANT had completed the work.

**VIII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT ("Documents") shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT'S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and

other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, contractors and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent, reckless or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or termination of this Agreement with respect to any liability arising during the term of the Agreement. With respect to third party claims against the CONSULTANT, CONSULTANT waives any and all rights of any type to express or implied indemnity against the Indemnified Parties.

### **B. Duty to defend**

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity.

### **C. California Civil Code Section 2782.8**

Notwithstanding the foregoing, to the extent that the CONSULTANT's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.



**X. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

**XI. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, consultants and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any

method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY



**XVIII. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT, its employees, agents, and any subcontractors shall have in full force and effect, all licenses, permits, qualifications and approvals required of it by law for the performance of the services described in this Agreement. In addition, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement a valid Sand City business license.

**XIX. GOVERNING LAW**

The CITY and CONSULTANT understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH**

If a court of competent jurisdiction finds that any provision of this Agreement is invalid, void or unenforceable, the provisions not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

**XXII. ATTORNEYS FEES**

If a party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

**XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this Agreement on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT

By:   
(Signature)

Kevin Duggan  
(Typed Name)

President  
(Title)

CITY OF SAND CITY

  
Linda Scholink, Acting City Manager

ATTEST:

  
Connie Horca/Deputy City Clerk

APPROVED AS TO FORM:  
City Attorney

By:   
\_\_\_\_\_

**Attachments:**      **Exhibit A**      **Consultant's Proposal**  
                         **Exhibit B**      **Consultant's Fee Schedule**  
                         **Exhibit C**      **Insurance Requirements**

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



City of Sand City  
City Hall  
1 Pendergrass Way  
Sand City, CA 93955  
Attn: Fred Meurer, Interim City Administrator

February 28, 2019

**RE: Qualifications to Provide Professional Services for the South of Tioga Development Project**

Dear Mr. Meurer,

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our proposal to provide Professional Services for the South of Tioga Development for the City of Sand City. 4LEAF has been providing these services for numerous public and private clients in California for more than 20 years and is looking forward to the opportunity to provide these services for the City. 4LEAF is the ideal choice for the following reasons:

**Monterey Peninsula Experience**

4LEAF is currently under contract with the City of Monterey and has local staff ready to serve the City of Sand City. Some of our completed or in progress projects with the City of Monterey include:

- 484 Cannery Row (~\$120 Million)
- Portola Hotel and Conference Center (~\$35 Million)
- Monterey Motorsport Park (~\$10.5 Million)

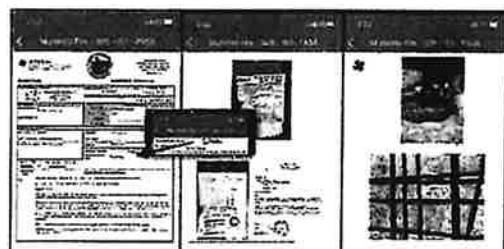
**Mixed-Use Project Experience**

4LEAF is the Building and Safety Industry leader in Mixed-Use Project Plan Review and Inspections. 4LEAF has worked on some of the Country's largest projects and programs including Waterfront Office Campuses, Casinos, Hotels, and Parking Garages. Some of our highlight projects include:

- Apple Campus 2 (\$6 Billion)
- Wynn Resorts (\$2.5 Billion)
- VMware Campus (\$1.2 Billion)
- San Mateo County PDU (\$900 Million)
- San Jose State University (\$900 Million)
- Taube-Koret Palo Alto (\$350 Million)
- California Polytechnic University (\$350 Million)
- Main Street Cupertino (\$300 Million)

**Approach**

Our team will begin closing out the project from the day we start the project. The 4LEAF team is seasoned with reviewing RFI's in the field within 24 hours to keep projects on schedule. Our exemplary record keeping and project tracking allows us to keep our client informed in real-time. Our inspection program GoFormz interfaces with all the popular Building software systems. In addition, 4LEAF will provide the City a monthly report including a list of all the prime contractors and subcontractors. This also includes updates on construction activity and pictures of each project and its progress.





**Proposed Team**

Our team has the requisite experience in building, accessibility, fire, public works, civil engineering, and stormwater. Each member of the team has worked on large projects and will live locally to ensure the City has access to our team on short notice to satisfy overtime or emergency field requests. We are happy to team with the following subconsultants Oracle Public Sector (Municipal Software) Freyer & Laureta (Civil Engineering and Traffic Engineering) and Sandis (Stormwater):

 **Deliverables**

4LEAF has assembled a very experienced pre-construction and construction team that is dedicated and experienced with aggressive construction schedules. 4LEAF has the depth of resources including the ability to "ramp up" during peak construction activity utilizing our flexible staffing model. 4LEAF has been instrumental in providing the organized document control required for project close-out as well as providing the City Administration team with professional closeout documentation complete with special inspection reports, building inspection reports, affidavits, etc. We have provided a sample closeout package in Appendix A of our Qualifications package for your review.

 **Leadership**

The contract with the City of Sand City will be managed by Craig Tole. Craig has a proven track record of success with cities and counties neighboring the City of Sand City. Craig's contact information is as follows:

**4LEAF, Inc.**  
2126 Rheem Drive  
Pleasanton, CA 94588

Office: (925) 462-5959  
Fax: (925) 462-5958  
Email: [ctole@4leafinc.com](mailto:ctole@4leafinc.com)

We appreciate this opportunity to present our qualifications. This proposal shall remain valid for 120 days from the due date. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,  
4LEAF, Inc.

Craig Tole  
Director of Development Services



## Section 2: Approach

### **Program Experience for Large Developments**

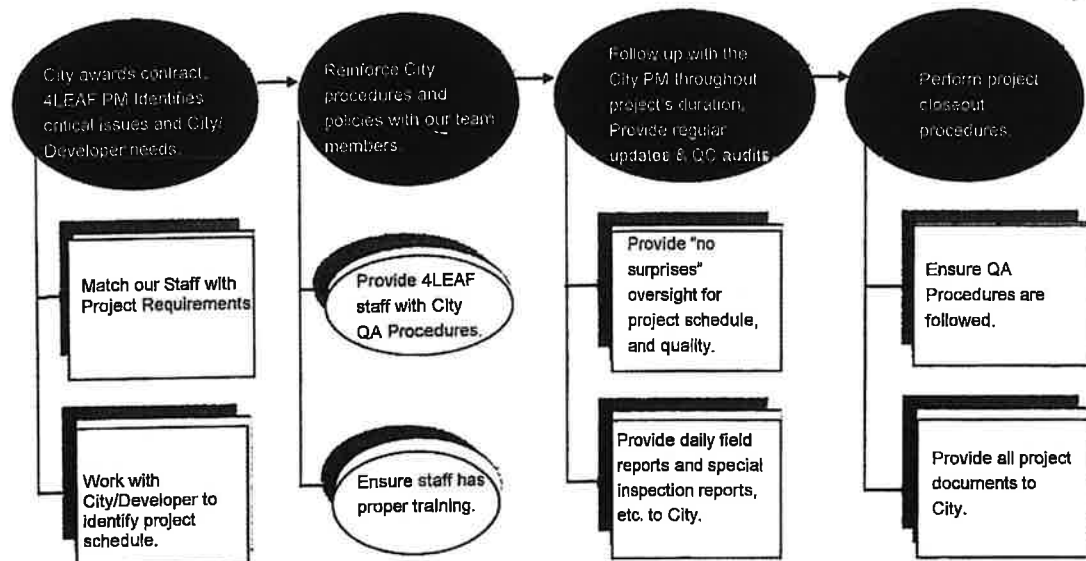
4LEAF has an established and effective Quality Assurance Program for Developer-funded and high-profile projects. 4LEAF plan reviews approximately 10,000 plans each year and has the depth of experience in providing plan reviews (including fire review) and the performance of inspection services (Building and Public Works) to those very same clientele. 4LEAF has implemented our Quality Assurance Program with the respective municipalities on a number of high-profile "Developer Funded" projects, including:

- Apple Campus 2 - Cupertino, CA
- Encore Boston Harbor Waterfront Resort – Everett, MA
- VMware – Palo Alto, CA
- Taube-Koret Campus for Jewish Living – Palo Alto, CA
- Main Street Cupertino, Cupertino, CA
- Project Development Unit, County of San Mateo
- Sonoma County Fire Recovery Program, Santa Rosa, CA
- California Department of Parks and Recreation, Statewide CA

### **Quality Assurance Program**

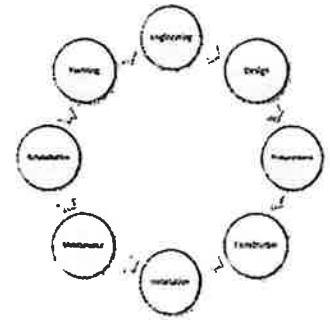
4LEAF's Quality Assurance Program as implemented with similar clientele is as follows:

Since our inception, 4LEAF has excelled in providing plan review, construction management, and inspection services to more than 200 municipal clients including private entities, cities, counties, state, and Federal agencies. Having worked with many public agencies, we know how to accomplish the roles of plans examiner, construction manager, Inspector of Record, and construction inspector on projects of all sizes, durations, and complexities from conception to completion. We realize it's not an easy task, procedures must be followed, and documentation must be maintained in order to properly close out a project. We are not satisfied with just knowing how to do our job, we want to continue to improve our efficiency. 4LEAF is dedicated to improving the effectiveness of our methodology which will assist you in achieving your goals. Our general methodology for performing plan review and inspection services on construction projects is outlined below.





We understand that an effective Quality Assurance (QA) program is absolutely necessary to deliver a quality project, and that the program has a place in each stage of the project's life. The accompanying graphic illustrates how QA and Quality Control (QC) are the heart of any project.



We believe that quality and safety must be maintained as the ultimate priority of every person involved in a project. Without quality, the other elements of the project simply don't matter.

We agree with the definition of an effective Quality Management System as "not just one where good products and services are delivered." Rather, it is one that continuously seeks to improve the products and services being delivered and the corresponding delivery processes used by the organization.

4LEAF's commitment to City is that, if selected, we will work alongside you to develop, establish, implement, and maintain project-specific QA procedures that meet or surpass City standards.

- We will ensure QA Plan compliance throughout the project's duration.
- We will monitor and assist with QA deviations/non-compliance actions until resolved.
- We will systematically and continually review plan review, inspection procedures, and activities for compliance with the procedures.
- We will implement and maintain effective procedures to ensure that all complies with requirements.
- Our QA program will emphasize both preventative and verification activities. We will conduct and formally document verification processes, including both daily and weekly review of documents and maintenance of checklists and/or logs for control of documentation.
- We will provide weekly updated plan review inventory logs and inspection reports to City.

We understand that **our role is to be an advocate on behalf of the City of Sand City** and represent your best interests. 4LEAF's team will function as an extension of the City's staff, seamlessly integrating with the personnel and practices established by Sand City, while adding the perspective and expertise that 4LEAF can offer. Our corporate philosophy, which we have successfully accomplished again and again, is to fully integrate our staff with our client's staff and be accepted as an essential part of the project.



Our proposed Project Manager will support the project by periodically meeting with Sand City's dedicated point of contact to identify areas where we can improve our services and confirm we are meeting the City's needs.

### **Streamlining**

4LEAF has vast experience with large and high-profile projects. Some of our strategies for streamlining the review process and supporting a fast track schedule include having the design professional determine which items can be deferred. This is particularly important with long lead-time items that have long lead times such as fire protection systems. Phased approvals are recommended starting with the foundation and underground utilities, followed by the shell and core and finally the fit-out.



## Approach

4LEAF has a team of more than 180 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. We plan to phase a team of the highest quality pre-construction and construction team with a proven track record of project success. 4LEAF has several staff committed to work in the Monterey Peninsula and will remain for the duration of the project to ensure we capture the goals and performance that have made our inspection system successful. 4LEAF plans to:

- Provide you with the "depth of resources" of **highly qualified, experienced professionals** necessary for this project, personnel who are registered, certified or has a license and can effectively collaborate with the City' Project Managers, design team, and contractors.
- Utilize **innovative technology** that will enhance our open lines of communication with the City and design team that will interface with the City's technology systems and software platforms.
- Make our team available during the **Construction Document** and **Construction Administration** phases of the project which will expedite issues that may arise.
- Have a well-planned approach throughout the Pre-Construction Phase, Construction Phase, and Closeout Phase to ensure we begin the preparations to close the project out from the day we begin.
- Partner with reputable subconsultants for expertise in areas like Storm Water Pollution Prevention, Traffic Engineering, etc.

## Pre-Construction Phase

4LEAF has been preparing to provide the Development services on this job since its announcement. As a uniquely qualified firm with experience with Universities, Public Works, and Municipal Building Departments, our experience includes large-scale inspection staffing on large complex projects. 4LEAF has the depth of resources, industry relationships, and the experience to provide the City's jurisdictional duties and responsibilities with excellence while providing a collaborative "can do" attitude to facilitate the project's scheduling needs.

### 1. Relationships

4LEAF will take the time to meet all of the stakeholders for this development project. We want to work alongside members of the City including City Personnel, Fire Personnel, General Contractor's Project Managers, Superintendents, and Project Managers. Our first goal would be to sit with the Construction Management team to discuss to goals of the department and then attend all pre-construction meetings to discuss the code required position of the City's team to gain a complete understanding prior to construction and set the expectations of the City. We will want to learn which projects can be handled by the same IOR to maximize the efficiency of our team and help the City control costs.

### 2. Staffing

One of the most challenging aspects of providing the development services for large-scale complex projects like this City Housing is providing the right qualified people at the right time. The project will require a significant ramp up in level of effort for the provision of inspectors. With more than 180 inspectors (Building, Fire, and Public Works) on staff, 4LEAF has the depth of resources to ramp up or ramp down to handle the demand of this project. 4LEAF has many clients that require 4LEAF to maintain an extensive database of qualified inspectors of various skill levels. Currently, 4LEAF provides the inspection services for many municipalities that have projects requiring multiple Inspectors. 4LEAF also manages statewide contracts that requires 4LEAF to staff projects and hundreds of separate work-orders throughout the State of California for projects of various durations from one month to multiple full-time inspections for multiple years.



4LEAF has established our team based on the scope outlined in the RFQ. We have been proactive in our approach to staffing this project. In anticipation of this work, 4LEAF is committed to allocating the resources outlined below.

Role	Personnel
Complete Plan Review	4LEAF (Farheen Sultana, SE, Scott Martin, PE, Joseph Nicolas, PE, Marcus Johnson, MEP, Gene Ferrero, MEP)
Complete Building Inspection	4LEAF (Christopher Fowler, CBO, Jeffrey Rocca)
Complete Building Official	4LEAF (Michael Leontiades, CBO)
Complete Public Works Inspection	4LEAF (Anthony Fanucci, Delrae Violetti, Ray Gary)
Complete Fire Plan Review & Inspection Services	4LEAF (Gib Moush, FPE, Flora Chen, FPE, Ron Griesenger, and Christopher Fowler, CBO)
Complete ADA Plan Review Services	4LEAF (Mike Anderson, CASp)
Complete Disabled Access Plan Review	4LEAF (Mike Anderson, CASp)
Complete ADA/Disabled Access Inspection	4LEAF (Brent Hipsher, CASp)
Record Keeping System and Coordination	4LEAF (Traci Caton)
Complete Civil Engineering Services	Freyer & Laurretta (Subconsultant)
Complete Traffic Engineering	Freyer & Laurretta (Subconsultant)
Complete Storm Water Inspection	Sandis (Subconsultant)

4LEAF's Project Management team worked with our other clientele to create a flexible schedule to allow them time and opportunities to spend time researching, organizing, and facilitating the needs of the large project part-time in addition to their normal work duties in order to have the most up to date knowledge and preparation.

**3. Meetings**

This project requires detailed organization and substantial organizational meetings. Our Lead Inspectors will propose to meet with Superintendents and their Quality Control Managers daily to understand the most pressing need for inspections. Our team will be available for same-day inspection requests and propose to attend General Contractor's to create a team building approach. This includes meeting and establishing rapport with the City's designated Inspection Manager to establish consistent inspection protocols and communication.

**4. Plan Review Page Turning**

4LEAF's Plan Review Management team and Lead Plans Examiner will meet with the design team and City to determine a mutually agreed upon schedule. Prior to the review, we recommend a full day page turning session with the design team to talk about large items of concern that we can address prior to starting the review. We will also aim to build a great rapport between the review team and the design team so there can be an open line of communication during the review process so we can help expedite the plan review schedule. We can also discuss the use of technology such as our EZPlan Review portal and the use of Bluebeam to review the plans electronically if the City desires.



## **Plan Review Services**

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted ICC Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances.

### **Off-Site Review Work Plan**

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

### **Approach**

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data.
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25.
- Performing reviews such as Structural, MEP, Green Building, Fire and Life Safety, Grading and Drainage.
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws.
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry.
- Providing additional plan review services as requested by the City.
- Conducting all plan review at the City Department or, as needed, at a site mutually agreed upon in writing.
- Supplying all plan review staff with all code books and other basic professional references.

### **4LEAF's EZPlan Review**

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. This web portal allows users to visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, users have access to view their electronically uploaded plans that 4LEAF digitally stamps upon project approval. With the use of EZPlan Review, 4LEAF to provide a level of ease and transparency during the plan review process.

### **Document Control**

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The Clients can view 4LEAF's plan







# 4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT  
BUILDING INSPECTION • PLAN CHECK

review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC-Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and local jurisdiction amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

## Sample Tracking Log

Below is a snapshot of 4LEAF's EZPlan Review Portal.

4LEAF #	Permit #	Project Address	Project Name	Description	Expedite	Dates	Due Date	EPC	PC#	Status	Date Returned
556-18-001	0574429 / B-4LI PSA: 10-1	UCSD	Map Suite 129 to 130		N	06-27-2018	04-27-2018	N	1	DR	
568-18-001	0634500 / B-4LI PSA: 10-1 & 2000	UCSD	Valley Green Treatment	Project delays info	N	06-23-2018	03-26-2018	N	0	DR	
557-18-005	0674130 / B-4LI PSA: 17-1	UCSD	GSF Room 4G10 Corridor		N	06-23-2018	04-26-2018	N	2	DR	
558-18-004	0634500 / B-4LI PSA: 10-1	UCSD	3rd St Steel Piering	Revisions on section	N	06-24-2018	04-30-2018	N	1	DR	
556-18-003	2507239 / B-4LI PSA: 10-1 & 2000	UCSD	Student Library Building	Letting of work orders	N	08-23-2018	05-21-2018	N	0	DR	
554-18-002	0674450 / B-4LI PSA: 10-1	Young Hall, UC Davis	Young Hall Room 310	Demolition of existing	N	04-04-2018	02-10-2018	N	0	DR	

## Electronic Plan Review

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation.

## Additional Technologies

Having served more than 100 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies include but are not limited to:





## Construction Phase

With the goal of completion by the Fall of 2020, 4LEAF plans to work with the City and the Construction Project Managers to draft an inspection staffing plan that mirrors the construction activity of the contractors. Our intent is to provide a flexible staffing model with a team of inspectors that can “ramp-up” and “ramp-down” based upon the construction activity on-site to be consistent with our proposed cost proposal. 4LEAF anticipates up to four different inspectors for the projects listed, but can meet the demands of additional inspectors, even on short notice or for short durations. 4LEAF will coordinate with the City’s Construction Management team to maximize the use of all inspection personnel to cover projects. All staffing will be coordinated through 4LEAF’s Executive Project Manager, Craig Tole. Craig has been with 4LEAF for more than 13 years in the capacity of inspection manager and has recruited, hired, and managed more than 80% of 4LEAF’s team of inspectors. Craig will continue to attend regular meetings with our Project Manager and Building Official in order to fill inspection requests expeditiously. 4LEAF has the depth of resources to staff this job immediately with current 4LEAF employed inspection personnel.

### 1. Office Set-Up and Requisition of Equipment

Upon contract award, 4LEAF will immediately begin mobilizing and set up our offices at the site. 4LEAF will establish our Code and Regulation Library and requisition the proper equipment such as iPad’s with the current building codes loaded on each device.

### 2. Safety Training

4LEAF will coordinate with the Prime Contractors Safety Manager and schedule all 4LEAF staff to attend any mandatory safety training. As we transition in new team members, our project leads will facilitate all new inspectors to complete the mandated safety training as well. 4LEAF also has our own training program which includes Fall Protection; Personal Protective Equipment; Slips, Trips, and Falls, Ladder Safety, Electrical Safety, and Heat Illness Prevention. Our Safety Coordinator will email all of our updated safety records with the selected General Contractor.

### 3. Project Staffing

4LEAF will continue to monitor the progress of the job in conjunction with the inspection requests. 4LEAF will scale the inspectional services based upon the demand of the job to ensure the “right” amount of staff is there to ensure construction activity is meeting the current adopted codes and the requirements of the contract documents.

### 4. Reports

4LEAF’s Administration team will keep daily activity logs and prepare detailed monthly reports of the construction activity including progress of work completed in percentage form. This report will be detailed to identify contractors, subcontractors, progress of work, pictures, and detailed explanations of the field activities. This report will be distributed to the Construction Management team and City stakeholders.

### 5. Real Time Inspections

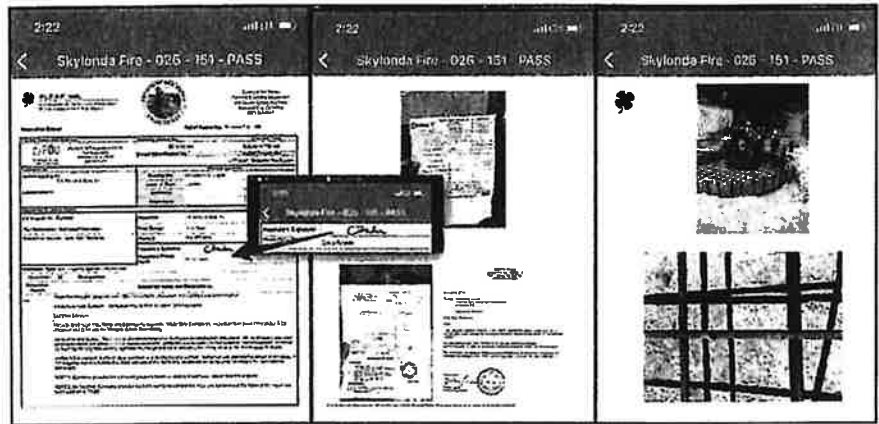
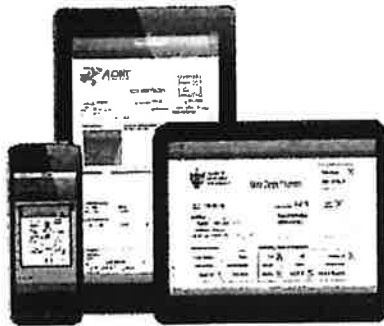
4LEAF proposes to use GoFormz for documenting inspections. 4LEAF’s Inspection Form is already available in GoFormz and can be accessed by simply downloading the application to your iPad or Mobile Device.





**Building Inspection Technology**

4LEAF has extensive experience working with various inspection reporting technologies, including GoFormz which 4LEAF is currently using for the following projects; Apple 2 Campus (~\$6 Billion), Wynn Casino (~\$2.5 Billion), San Mateo County Project Development Unit (~\$1 Billion), and San Jose State University (~\$1 Billion). GoFormz allows every piece of information collected on a project to be accessible by all staff as every inspection report is stored securely and safely in the cloud. The information can be accessed through a user's web account where any inspection report can be viewed and reports can be ran using stored project data. With GoFormz, 4LEAF inspectors are able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to reports to show the items inspected. By means of an iPad, inspectors sign reports using a mobile signature block and attached pictures of the item inspected that were taken using the iPad.



**Work Order Tracking**

4LEAF's Project Manager will submit a monthly Work Order to include the following information:

- Notice to Proceed (NTP) Date
- Work Order Status
- Schedule
- Budget
- Expended Amount to Date
- Remaining Budget to Date
- Pertinent Comments

**Monthly Expenditure Reports**

4LEAF's Project Manager will submit a monthly expenditure report for each Work Order to include the following information:

- Percent complete
- Percent expended
- Brief summary of monthly activity
- Identification of problem areas

In addition to those listed, the monthly expenditure report will include a Work Order summary, a list summarizing budget and status, and a monthly invoice summary (i.e. invoiced this month, prior amount invoiced, billed to date, etc.).

**EXHIBIT B**

**CONSULTANT'S FEE SCHEDULE**



### Pricing Structure

#### **Pre-Construction Services (4LEAF Plan Review)**

4LEAF will negotiate a lump sum agreement with the City for Plan Review Services. 4LEAF will schedule meetings with the design team for “page-turning sessions” at no additional charge. This will allow for an expedited review where all the large design issues and be discussed and worked out prior to review.

#### **Construction Services (4LEAF Inspection)**

4LEAF will negotiate hourly fees for all staff augmentation scopes to be performed on a time and materials basis. This includes the utilization of our stormwater subconsultant Sandis and our Civil and Traffic Engineering subconsultant Freyer and Lauretta.

#### **Municipal Software (Oracle Public Sector)**

We recommend the City partner with Oracle Public Sector for Municipal Software solutions. This would be independent of an agreement with 4LEAF, however we would be happy to arrange a meeting for the City of Sand City and Oracle Public Sector to development a system for the management of this project and future permitting.



## 4LEAF FEE SCHEDULE & BASIS OF CHARGES

### Plan Review Services\*

Plan Review (Building, Accessibility, Fire, & Civil) ..... \$ 160 per hour

\*4LEAF's preference is to negotiate a flat fee for the entire plan review

### Inspection Services\*

Lead Inspector/Fire Inspector/Building Official ..... \$ 140 per hour

Assistant Inspector/CASp Inspection ..... \$ 120 per hour

Fire Inspection..... \$ 155 per hour

Public Works Inspector (Prevailing Wage) ..... \$ 149 per hour

### Administrative Services

On-Site Permit Manager ..... \$ 90 per hour

GoFormz Software ..... \$ 30 per use

Project Manager/Principal-in-Charge ..... \$175 per hour

Mileage (for inspections performed within the City)..... IRS Rate + 20%

**\*All Fees Subject to Basis of Charges**

### BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Plan review turn-around times are negotiable
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed above.
- 4LEAF assumes that these rates reflect the 2019-2020 contract period. 3% escalation for 2021 is negotiable.
- Overtime and Premium time will be charged as follows:
 

- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 <sup>st</sup> 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the City Manager, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Subconsultants will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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 (3) 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.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **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’s Risk Manager 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 VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City Administrator.

**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, and 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.