

CSG CONSULTANTS, INC

AGREEMENTS

- Building & Tenant Improvements Civil Plan Check Services
- Civil Plan Check
- General Civil Engineering
- Planning Services

CONSTRUCTION MANAGEMENT AND INSPECTION

Building & Tenant Improvements Civil Plan Check Services

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR BUILDING AND TENANT IMPROVEMENTS CIVIL PLAN CHECK
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **CSG Consultants** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified 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.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the

event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 **Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of 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. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 **Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement 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.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Nourdin Khayata**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Nourdin Khayata**
Vic President
CSG Consultants
3707 W. Gardena Grove Blvd., Suite 100
Orange, CA 92868
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

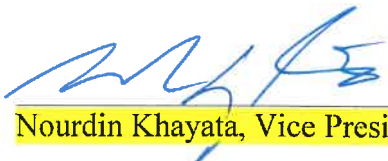
11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Nourdin Khayata, Vice President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

Exhibit A

Scope of Work

1. On-Call Building and Tenant Improvements Plan Check Services

On-call building plan review check will consist of the examination, analysis, and review of construction documents for various construction projects within the City in order to determine compliance with all applicable Codes.

CSG's engineers and plan reviewers review plans for compliance with all policy and model codes adopted by the State of California and local jurisdiction, including but not limited to:

- California Building Code, Volumes 1 and 2
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)
- National Fire Codes as published by the National Fire Protection Association (NFPA); as adopted and referenced by the State of California (California Code of Regulations, Title-19, Section 1.09)
- State Historical Building Code
- California Energy Code
- California Green Building Code
- NPDES/WQMP/SWPPP Compliance
- Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, regulating agencies, and jurisdictions

a. CSG's standard turnaround times are identified in the table below.

TYPE OF PROJECT	TURNAROUND TIME FIRST CHECK (Working Days)	TURNAROUND TIME RECHECK (Working Days)
RESIDENTIAL		
New Construction	10	5
Additions	10	5
Small Remodels	10	5
Expedited	5	5
COMMERCIAL		
New Construction*	14	5
Additions	10	5
Small Remodel / Tenant Improvements	10	5
Large/Complex Projects*	14	5
Expedited	5	5

**Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the City's representative and negotiate additional time required to ensure an appropriate level of review.*

2. On-Call Building Inspection Services

On-call building inspection services will consist of comprehensive field inspection for various construction projects within the City in order to determine compliance with the City approved construction documents and all applicable Codes. All CSG plan reviewers and inspectors are certified and/or possess additional required certifications. All inspection requests should be made at least 24 hours in advance.

Inspection services may include, but are not limited to:

- Building inspections (multi-family dwellings and nonresidential);
- Plumbing inspections;
- Mechanical inspections;
- Electrical inspections;
- Combination residential inspections (one- and two-family dwellings);
- Fire inspections;
- Grading inspection; and
- Erosion/Storm Water Best Management Practices (BMP's).

3. On-Call Permit Technician Support Services

On-call consulting services will consist of providing routine and technical information related to the processing of permit applications and issuance of permits to architects, engineers, contractors, business owners, and homeowners, including assisting the public in completing permit applications and other required forms, and other related duties.

Permit technician support services may include, but are not limited to:

- Processing plan submittals;
- Verifying necessary approvals for permit issuance;
- Calculating fees;
- Maintaining records;
- Possibly reviewing and approving simple non-structural plans at the counter;
- Processing applications using the City's permitting system to process applications; and
- Providing customer support and assistance.

Compensation / Fee Schedule

CSG's fee schedule for proposed work is provided in the table below. Plan review based on a percentage of the City's plan check fee includes initial plan review and two subsequent reviews. Additional reviews will be charged at the appropriate hourly rate indicated below.

CSG will coordinate the pickup and return of all plans to CSG via staff or a licensed courier service. This service is provided at no additional cost.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Building Official	\$140
Full Plan Review by Percentage	75% of City's Building Plan Check Fees
Plumbing, Mechanical & Electrical Plan Review by Percentage	35% of City's Building Plan Check Fees or 75% of City's P/M/E Plan Check Fees
Structural Plan Review by Percentage	35% of City's Building Plan Check Fees
Building & Fire Life Safety Plan Review	\$100
Structural Plan Review	\$125
Plan Review / Professional Engineer	\$110
Certified Commercial Building Inspector*	\$95
Certified Building Inspector*	\$85
CASp Consultation	\$115
CASp Inspection*	\$115
Permit Technician	\$65
Overtime	1.5 x Hourly Rate

(*) Add \$5/hr for cost for mileage reimbursement if CSG provides transportation.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Hourly rates are effective through June 30, 2018. Annual adjustments may be made based upon current CPI. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to be paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

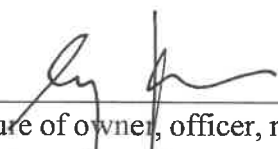
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 19th day of March, 2018 at Foster City, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On March 19, 2018 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

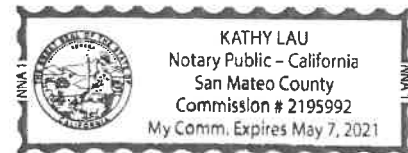
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

III. Civil Litigation History:

- (1) Name of case: City of Half Moon Bay v. CSG Consultants, Inc. et al.
- (2) Court case identification number: 17CIV00387
- (3) Jurisdiction in which it was filed: County of San Mateo
- (4) Outcome of the litigation: Pending. The City of Half Moon Bay filed against the City's contractor, the Contractor's bonding company and CSG alleging design defects in the construction of a pedestrian trail. CSG maintains that its design of the trail was not defective. CSG further alleges the contractor failed to properly test the materials used. CSG continues to provide services to the City and has had several contracts renewed since litigation began.

END OF DOCUMENT

Civil Plan Check

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR CIVIL PLAN CHECK

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **CSG Consultants** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified 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.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of 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. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement 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.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Nourdin Khayata.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Nourdin Khayata
Vice President
CSG Consultants
3707 W. Gardena Grove Blvd., Suite 100
Orange, CA 92868
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

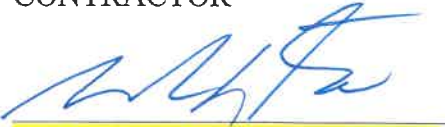
11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Nourdin Khayata, Vice President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

Exhibit A

Scope of Services

On-Call Civil Plan Check

New Development Entitlements

- Review tentative maps, tentative parcel maps, architectural review, and other entitlement applications. Coordinate review with other City staff and/or outside agencies as needed.
- Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).

Plan Review

Review final maps, improvement plans, and landscape plans. Review includes evaluation of required records, studies, grading and improvement plan, and additional materials submitted by the design professional. Confirm that plans conform to City standard design criteria, conditions of approval, and infrastructure or other master plans.

- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. At the applicant's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- Although we understand that meetings will not be required, CSG is available to meet with the applicant/representative and City staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.
- Soils reports will be evaluated and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).



- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and detention.
- Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

Staffing

- All plan reviews will be conducted by a State of California licensed civil engineer or under the supervision of a licensed civil engineer.
- Each plan review is assigned to a plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG Consultants to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through plan review and construction to closeout and acceptance.
- Provide specialized qualified licensed engineers to assist in any structural, soil and geotechnical reviews, for any of the assigned projects.
- Map checking will be overseen by licensed professional land surveyors or by professional engineers licensed to practice land surveying in the State of California.
- The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.

Plan Review Time Lines

- Consultant shall achieve quality plan review while maintaining consistently superior turnaround times. Consultant shall perform plan review within the following time lines, stated in working days, upon receipt of complete application package: fifteen (15) days for initial plan checks and ten (10) days for re-checks/back checks. CSG Consultants can provide electronic review of plan revisions submitted in response to prior comments, in order to expedite the review process.
- It is understood that more complex projects may require additional time. It is the responsibility of Consultant to immediately inform the City that the plan review may vary from the proposed time lines.

CSG utilizes an individualized review process tailored to meet the government agency's particular needs and requirements or guidelines. Upon initiation of the project, CSG will prepare a customized plan review checklist to be used by every plan checker to complement his or her knowledge of state or federal rules and regulations and industry standards. The customized checklist is commonly prepared from Cities' Municipal Codes/Ordinances and any other public or confidential information made available to CSG by City staff.

Plan Review Submittals Schedule

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. Examples of time frames for completing certain tasks are provided below.

TYPE	TIME FRAME
Pre-application entitlement review	<i>Review application material in advance of requested meetings; complete formal comments and submit to Planning within two weeks of meeting</i>
Review Tentative Map Application or Other Entitlement Package	<i>Fifteen (15) working days of notice of submittal by City</i>
Prepare Conditions of Approval	<i>Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date</i>
Complete Improvement Plan (1st Check)	<i>Fifteen (15) working days of notice of submittal by City</i>
Complete Subsequent Improvement Plan as Needed	<i>Ten (10) working days of notice of submittal by City</i>
Prepare fee estimate, review bond estimate, or prepare permit	<i>Ten (10) working days of request</i>
Miscellaneous Assignments	<i>Dependent on scope; typically between five (5) and ten (10) working days</i>

Turnaround times include pickup, QA/QC, and delivery to City.

CSG will attempt to reduce the need for formal resubmittals to the City by reviewing electronic submittals of revisions provided directly to CSG. Turnaround times would vary based on the scope of the review, but would typically be returned within two to three working days.

Accelerated Plan Review

If required by the City of San Mateo, CSG has the ability to perform plan review services within an accelerated time frame, negotiated on behalf of the applicant, the City's appointed contact, and Consultant. In most cases, Consultant will complete initial plan review in fewer than ten working days (five working days for re-checks). However, it is understood that some plans may require additional time. In those instances, Consultant shall notify and receive approval by the City of San Mateo of the expected processing time prior to performing the plan review.

Online Plan Review Tracking

CSG offers a convenient service allowing clients to check plan review status and comments online. By logging in to our password protected Plan Check Status website, staff as well as authorized applicants, can view each project document and communicate with the plan checker via e-mail or electronic post-a-note. With a password, staff or authorized applicants can download comments from the web upon completion of the plan review. There is no additional cost for this service.

MAPPING SERVICES

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plats prepared for private developments are technically correct. However, more often than not, the City Surveyor will also ensure that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances (traditionally the functions of the City Engineer). The City Surveyor's daily functions include reviewing the documents submitted by private developers, owners, engineers or surveyors, review and provide comments, and sign final documents when approved. The City Surveyor customarily also meets with and advises the City Engineer and private applicants when complicated or unusual circumstances arise.

Detailed Scope of Work

Under the “Map Review” scope of work, CSG proposes to review Final Maps, Parcel Maps, Lot Line Adjustments, Lot Mergers, or other documents per the following:

- Review for compliance with the approved Tentative Map and Conditions of Approval (maps)
- Review for compliance with the California Subdivision Map Act
- Review for compliance with the Professional Land Surveyor’s Act
- Review of closure calculations
- Review of title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a preliminary title report and other documents to be furnished by applicant
- Review of record documents (deeds and maps) of the subject and adjacent properties
- Review, seal and sign final Mylar copies and certificates as Acting City Surveyor or Technical Reviewer
- Preparation of Staff Report for City Council Approval, if required
- Conformance with the project improvement plans and other documents

CSG’s Review Process

New map submittals will be coordinated with the proposed project manager. At the time of new submittals, the applicant may decide to meet with the City and CSG’s project manager to briefly present the project and discuss any challenges. At that time, CSG will perform a cursory review and let the applicant know if additional documents are needed for the review.

Unless otherwise dictated by unusual requirements, map reviews for the City will be conducted in CSG’s facilities in Foster City, although project meetings can be scheduled at City Hall upon the City’s request. CSG’s offices are adequately staffed with trained map checkers to deal with any fluctuating workload that the City might experience in reviewing maps, and we consistently provide timely turnaround for various applications, according to the City’s specified time line.

Map reviews are typically completed by CSG staff within ten (10) working days after the receipt of required material. Subsequent submittals are typically reviewed within five (5) working days. Redlined maps and comments can be provided electronically, via overnight delivery, or by regular mail.

Once the map check has been completed, the applicant may decide to meet with the reviewing party to discuss the comments. Meetings with applicants and City staff may be conducted at CSG’s offices or on-site at City’s offices. CSG will be readily available to meet with applicants to discuss any concerns they may have at any stage during the review process.

LAND & SURVEY DOCUMENTS FOR PUBLIC PROJECTS

Occasionally, circumstances will dictate that the City prepare legal documents that transfer property or affect the boundaries, easements, or title of public facilities such as Community Centers, Police Stations, Parks, Corporation Yards, etc. CSG had assisted many of our clients in such transactions, and worked closely with the City Attorney’s office.

SURVEYING

For over 24 years, CSG has been assisting local municipalities with all of their surveying needs and mapping reviews, either as part of the design process for capital improvement projects or by providing map review services for private development.

The types of work that is performed for surveying include:

- Topographic Surveys and Base Sheet Preparation
- Construction Staking
- Right-of-Way Surveys
- Boundary Surveys for Public Property
- Preparation of Records of Survey, when required by law
- Preparation of Parcel Maps
- Preparation of Certificates, Plats and Legal Descriptions for:
 - Lot Line Adjustments/Lot Mergers
 - Street Dedications
 - Public Utility Easements

The types of work that are performed for mapping reviews include:

- Review of Parcel Maps
- Review of Final/Tract Maps
- Review of Lot Line Adjustments and Lot Mergers, and preparation of certificates
- Review of Right-of-Way Dedications
- Review of Grant/Quit claim of public utility easements or other public easement
- Provision of signature as Acting City Surveyor or Technical Reviewer

In addition to the work listed above, CSG staff regularly assists City staff with miscellaneous surveying and legal matters such as general or summary vacations of public streets and easements, preparation of Certificates of Compliance, review of Tentative Maps including preparation of conditions of approval, and assistance with staff report-writing with attendance and presentations to City Councils when necessary.

Detailed Scope of Work

The types of legal documents that may be prepared by the City include Parcel Maps, Lot Line Adjustments, and Lot Mergers. Additionally, plats and legal descriptions may need to be prepared for public projects that require right-of-way take. For street dedication or vacation documents, as well as easement grants and abandonments, the burden of preparing the plats and legal descriptions are typically put on the private party in conjunction with private development of the affected parcel(s). Those documents may, however, also be prepared as stand-alone documents/instruments by the City Surveyor. Lastly, records of survey may also be prepared if dictated by the Professional Land Surveyor's Act.

All documents are produced using the same level of care and quality control as mapping reviews, and prepared in conformity to the following legal codes:

- California Subdivision Map Act
- Professional Land Surveyor's Act
- Streets and Highways Code
- Civil Code

- Other relevant sections of the Government Code

In addition, all maps or certificates are prepared using local industry standards and pre-established City requirements.

CSG's Map/Document Preparation Process

CSG will meet with City representatives to discuss the scope of the project, general expectations, and final intent for the public property. Occasionally, better or quicker solutions are proposed to resolve issues after the project is thoroughly reviewed and discussed. CSG will provide field and office surveys, perform research of records, and order and analyze Preliminary Title Information. The map (or legal description and plat) are subsequently prepared and submitted for review and comment to the City prior to producing mylar prints and obtaining signatures from all parties.

QA / QC REVIEW

CSG's in-house Quality Assurance/Quality Control (QA/QC) program utilizes a peer review process with multi-level internal project checking. As highlighted in the organizational chart for this project, we have selected a highly qualified individual, with over 30 years of experience, to ensure that each submittal from our team will be at a high standard of quality and according to the City and all required agency standards and specifications. CSG proposes **Lawrence Lau, PE, PLS, QSD/P, Sophie Truong, PE, PLS, and Mark Lander, PE** as the dedicated QA/QC staff members for this project. They will be responsible for the following:

- Establishing guidelines and assigning specifically accountable personnel and responsibilities for each task.
- Ensuring that all deliverables are reviewed, including products from subconsultants.
- Monitoring the process to ensure that the schedule and budget are followed.
- Participating in the internal and external reviews
- Reviewing and signing off on completed deliverables before transmittal to the Project Manager for submittal to the City.

QA/QC Review Procedures

All technical products, including technical engineering reports, studies, design notes, mapping, drawings, and engineering cost estimates are subject to a multi-tiered approach for review to ensure that all products are checked for accuracy, correctness, completeness and conformity with standards. The tiers will include routine checking and scheduled reviews for the internal phase, and external reviews by the City and other affected agencies. The Project Manager will conduct periodic audits of the QA/QC review process to ensure that reviews are being properly conducted and documented.

Compensation / Fee Schedule

CSG services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	Hourly Rate
Construction Inspector	\$125
Engineering Designer	\$125
Senior Management Analyst	\$135
Assistant Resident Engineer	\$150
Assistant Engineer	\$135
Associate Engineer	\$155
Senior Construction Inspector	\$145
Senior Engineer	\$180
Resident Engineer	\$180
Structural Representative	\$180
Senior Project Manager	\$185
Principal Engineer / Project Manager	\$200
Assistant Project Manager	\$145
Senior Principal Engineer	\$225
Two-Person Survey Crew	\$300

All hourly rates reflect overhead costs including but not limited to salaries, benefits, Workers Compensation Insurance and administrative costs such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage. Reproduction and any subconsultants (if required) are billed at cost plus 15%. Rates will remain effective through June 30, 2018. Rates are subject to an annual increase based on CPI. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the jurisdiction prior to proceeding.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the notarized certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested notarized certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

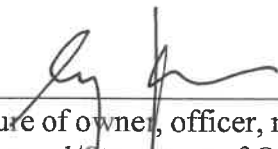
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 19th day of March, 2018 at Foster City, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On March 19, 2018 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

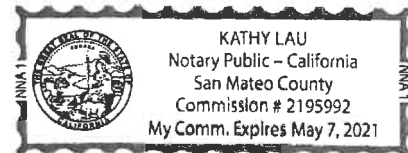
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

III. Civil Litigation History:

- (1) Name of case: City of Half Moon Bay v. CSG Consultants, Inc. et al.
- (2) Court case identification number: 17CIV00387
- (3) Jurisdiction in which it was filed: County of San Mateo
- (4) Outcome of the litigation: Pending. The City of Half Moon Bay filed against the City's contractor, the Contractor's bonding company and CSG alleging design defects in the construction of a pedestrian trail. CSG maintains that its design of the trail was not defective. CSG further alleges the contractor failed to properly test the materials used. CSG continues to provide services to the City and has had several contracts renewed since litigation began.

END OF DOCUMENT

General Civil Engineering

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR GENERAL CIVIL ENGINEERING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **CSG Consultants** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified 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.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

7.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 **Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of 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. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 **Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement 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.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Nourdin Khayata**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Nourdin Khayata**
Vie President
CSG Consultants
3707 W. Gardena Grove Blvd., Suite 100
Orange, CA 92868
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Nourdin Khayata, Vice President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

Exhibit A

Scope of Services

On-Call General Civil Engineering Services

CIVIL ENGINEERING DESIGN

For specialty areas relating to engineering design, CSG's team members will deliver completed and approved design assignments on or ahead of approved schedules. All designs will be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than three plan check submittals. The design consultant must be proactive and knowledgeable of the design, environmental, and regulations required for project acceptance. The consultant must be an advisor, advocate producing a product in the best interest of the City within the required schedule and project budget.

All work will be done in conformance with applicable city, state and federal laws, city design guidelines, City Standard Plans, all applicable Caltrans and/or Greenbook manuals and policies, State Standard Plans and Specifications (for traffic signal and striping work and all work within State right-of-way), Manual of Uniform Control Devices, Uniform Building Code, (Fire, Electrical) and as revised and amended. All contract documents will be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.

Upon request by the City, CSG will prepare/provide construction documents including but not limited to providing; ground and/or aerial surveys as necessary; cross sections; right-of way engineering research/calculations, legal descriptions and mapping; processing design approval with other regulatory agencies; storm water design; potable water and sewer design; grading design; roadway design; traffic signal, signing, striping, stage construction, detour and traffic control design; research and map existing utilities and coordinate utility relocations with affected utilities; prepare appropriate environmental documents obtaining project approvals; storm water pollution prevention plans and reports; technical specifications; Engineer's Cost Estimates and quantity take-offs.

Prepare all exhibits and plans in AutoCAD (or equivalent) format using city standard CAD symbology and layer naming conventions. City projects requiring Caltrans approval will require consultant to conform to Caltrans policies and mapping standards unless directed otherwise.

APPROACH TO STREET AND TRAIL IMPROVEMENTS

CSG has a broad knowledge of the latest industry design standards on roadway, intersection, utility, and storm drain design. Below illustrates some of the technical challenges we encountered and approaches that we implemented when design roadway improvement projects.

Roadway / Complete Streets / Safe Routes to School / Bike and Pedestrian

CSG have been involved in a number of roadway and complete street improvements for many municipalities in the Bay Area. Each of these improvement projects has its own set of challenges, which include but not limited to existing physical constraints, jurisdictional restrictions, community opposition, and budgetary limitations. CSG understand these challenges based on discussions with the City, project stakeholders, and the community, we propose design concepts which consist of right of way and lane widths, horizontal and vertical alignment layouts, and intersection and roundabout configurations in compliance with the

latest Caltrans Highway Design Manual, California Highway Capacity Manual, AASHTO's Policy on Geometric Design of Highways and Streets (Green Book), National Association of City Transportation Officials' Urban Street Design Guide, FHWA Transportation Research Board's National Cooperative Highway Research Program (NCHRP): Roundabouts: An Informational Guide, and City's design guidelines and standards.



Curb Ramps

Providing accessibility to sidewalks and curb ramps is critical for roadway projects to meet ADA requirements per Caltrans Standards and Specifications and City Standards. Depending on the physical constraints, there are limitations to the type of curb ramps that can be constructed. During the selection process, CSG's staff would evaluate the existing grades, right-of-way limitations, drainage patterns and proximity to drain inlets, sign relocations, stop bars and striping, signal foundations, pull boxes, and pedestrian push button relocations. Being cognizant of these items during design will limit changes in the field during construction and prevent potential change orders.

Bulb Outs

Bulb outs not only effectively channelize vehicles and reduce high speed vehicle turning movements, but they also create a safer environment for pedestrians by shortening the "at-risk" crossing distance. They also provide a refuge area that gives pedestrians a greater sight distance of oncoming vehicles without having to encroach into the street. Bulb outs should be designed as to allow for proper truck turning movements without blocking or restricting bicycle travel, and should contain gradual curves that still allow for street sweeping. Another factor to be considered is the effect on the ease of use of the driveway and how it affects the motorist's ability to pull in or back out, and the required coordination between the CSG Team and the City to determine the best solution that provides the needed improvements. CSG propose bulb outs and the associated pedestrian and bicyclist safety measures with consideration of National Association of City Transportation Officials' Urban Street Design Guide, Caltrans Standard and Specifications, and City's Standards. CSG can also coordinate with Livermore Amador Valley Transit Authority (Wheels) if the location and size of proposed bus stop / shelter and other facilities should be considered as part of the proposed improvements.

Signing and Striping

Consideration should be given to include crosswalk markings, yield lines, and appropriate signage at key intersections, particularly adjacent to schools to enhance visibility and increase pedestrian safety. On a typical roadway improvement project, the stop bar, stop legend, stop sign, and crosswalk marking may require addition and relocation, depending on the pedestrian path of travel alignment between curb ramps. The proposed striping and markings should be in compliance with California Manual on Uniform Traffic Control Devices and City's Standard and Specifications. Beyond the typical striping and signage, the use of pedestrian awareness equipment, such as in-road-warning-lights, round and/or rectangular rapid flashing beacons, LED enhanced flashing signage, pedestrian countdown signals, street lighting, and even speed radar feedback signs, should be considered to increase the visibility, safety, and awareness of pedestrians. Coordination with PG&E to establish service connections is a key task to power this equipment.



Traffic Control

Traffic control / stage construction plans are required to provide positive control to the contractor's operations and to ensure that the required detour signing is put in place by the contractor. In residential areas, it is important to limit the distance residents may be required to walk in order to reach their vehicles that are parked outside of the construction zone.

Based on our experience, for residential streets on a small scale, traffic control plans will include sufficient detail for general location of sign placement and detour plans with a clear view of the streets. For multi-lane streets and commercial areas (where lane at a time closures are necessary) larger scale drawings will be development to properly convey the limits of work for each stage, the appropriate routings around work zones, and identify the requirement sign placements.

ADA Compliance

CSG has a history of working with municipalities in upgrading their assets to comply with ADA guidelines. Upon an award of contract, CSG will schedule a Kick Off meeting with the City to clearly identify and prioritize recommended ADA improvements, and mutually agree upon standards, guidelines, and expectations. Below are some of the ADA elements that CSG applies to projects:

- Curb Ramp Design:
 - Existing and new curb ramps will be reviewed for compliance with Caltrans Standard Plan RSP A88A and RSP A88B and the Americans with Disabilities Act (ADA).
 - Existing curb ramp slopes should not exceed 2.00%, 8.33%, or 10.00% based on the section of the ramp and type of ramp chosen in the design.
 - Proposed curb ramp slopes should not exceed 1.50%, 7.50%, or 9.00% based on the section of the ramp and type of ramp chosen in the design.
 - The minimum required width of ramp sections is 50-inches. However, some curb ramp designs (e.g. Case "C" ramp types) require 60-inch wide ramp sections.
 - The clear distance to obstructions should be 36 inches minimum
 - Street cross slopes and longitudinal slope will be reviewed along the pedestrian path of travel between curb ramps.

- Cross slope of the pavement should not exceed 2% within crosswalks for at least 4 feet in width. Running slopes of crosswalks should not exceed 5%.
- Reconstruct valley gutter, if needed. Adjust the path of travel alignment to avoid pedestrian travel within the flow area of the valley gutter.
- Sidewalk Design:
 - Existing sidewalk cross slopes should not exceed 2.00%.
 - Proposed sidewalk cross slopes should not exceed 1.50%.
 - Running slopes along sidewalks should not exceed 5.00%.
 - Walking surfaces should be a minimum of 36-inches wide, but 48-inches of width is recommended unless site conditions prohibit it (e.g. vertical obstructions). However, any accessible routes with a clear width less than 60-inches must have a 60-inch by 60-inch passing space every 200-feet.
- Detectable Warning Surface Requirements:
 - Detectable warning surfaces are required at areas of transition between pedestrian and vehicle traffic. The detectable warning surfaces should be dimensioned and constructed as shown in the Caltrans Standard Plans RSP A88A and RSP A88B.
 - Detectable warning surfaces are required to have a color that contrasts with the surrounding surface. Most agencies choose the color yellow, but yellow is not a requirement.
 - Cast-in-place and surface-mounted detectable warning surfaces are available. If an existing curb ramp is compliant except for the absence of a detectable warning surface, it is more cost-effective to use a surface-mounted detectable warning surface.
- Accessible Parking Design
 - Accessible parking will be reviewed for compliance with Caltrans Standard Plans RSP A90A and A90B.

CASp Assessment, Review and Inspection Services

We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified staff members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities.

In accordance with current rules and regulations, CSG can supply CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations to provide a sufficient number of building department staff who are CASP certified. CSG can also provide a CASp certified inspection professional for technical questions and interpretations, and to perform accessibility compliance inspections and CASp inspection report development.

APPROACH TO STORMDRAIN AND GREEN INFRASTRUCTURE IMPROVEMENTS

Field Investigations

At the beginning of the design process, CSG will perform an initial review of the existing site conditions, and surrounding areas. During the site visit, we will check for the followings:

- Presence of constraints and their conditions such as utility crossings
- Surrounding residents and businesses and traffic classification

- Traffic control requirements for our fieldwork
- Presence of utility lines and monuments in the roadway
- Availability of working areas for any construction and identification of any potential impacts to the neighbors during construction

Following the field review, CSG will meet with the City to review the preliminary plans and discuss the project design needs, issues and schedules. We will review and discuss the initial options for sanitary sewer rehabilitation including cleaning and root removal, cured-in-place pipe lining, spiral wound pipe, pipe bursting, and the impacts (speed of construction, availability of staging areas, etc.) of the various alternatives for each segment of the line. During this process, we will be able to answer any questions the City might have related to the scope of services or the various rehabilitation options.

Stormwater Improvements

CSG performs hydrologic and hydraulic analysis for an existing system, prepare drainage reports, and proposed drainage improvements using the latest versions of computer software's such as HEC-HMS, HEC-RAS, and HydraFlow, following the City's design standards. CSG also perform stormwater quality and hydromodification analysis of the permanent treatment measures using Stormwater Quality Manual and Handbook and Bay Area Hydrology Model (BAHM), provide runoff calculations, and prepare stormwater quality management and Provisions C.3 compliance report as well as site exhibit showing best management practices (BMP), treatment devices and locations.



CSG is knowledgeable in the hydrologic investigation of storm drains systems to evaluate drainage capacity, and condition assessment of existing storm drains using surface examination, internal inspection using video cameras, and confined space entry. Using the results of these basic investigations, CSG has evaluated the storm drains for rehabilitation and/or replacement using cut and cover and trenchless methods. CSG is also experienced in the design of repairs for slopes damaged by inadequate storm drainage outlets.

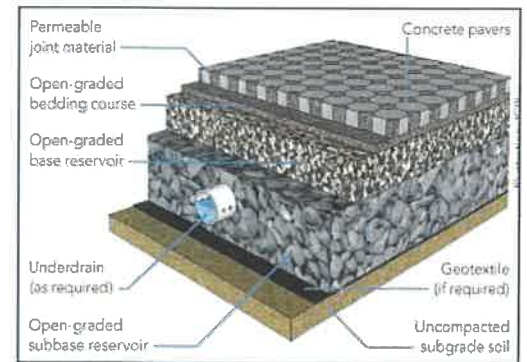
Storm drain replacements within street right of way generally do not present too many issues once appropriate traffic control measures are implemented. Replacements of damaged storm pipes using open cut or trenchless methods such as pipe bursting on the drainage easements on backyard, especially on steep slopes, however, are challenging. In many communities residents have constructed improvements within their backyard that might interfere with the access to the damaged section of the drainage system. In this case, gaining access to the work location over non-easement areas may be a preferred option with the approval of the property owner. CSG staff is sensitive to this type of issues and will take all necessary precautions to minimize any disturbance to the property owners and avoid any damage to the existing improvements.

Green Infrastructure

CSG's team of experienced designers can assist the City in selection and design of permanent green infrastructure features, including the following:

- Permeable pavers
- Bioinfiltration/bioretentions/biotreatments/buffer strips
- Flow-through planters/rain gardens
- Detention basins / subsurface detention

CSG has assisted multiple jurisdictions in applying low impact development in accordance with the Municipal Regional Permit on new development projects, and has reviewed and inspected permanent green infrastructure features, including bioretentions, detention basins.



CSG understands that in today's limited water resource environment, we must focus on protecting the functionality of our streets during storm events, while maximizing the rainfall infiltrating into the soils, and maintaining a natural flow in our existing streams.

Some of the traditional LID features we commonly use are:

Permeable Pavers

Permeable pavers and other permeable pavement types allow water to get below the top layer of a sidewalk or street, in order make use of a vast amount of public space for either infiltration, or detention depending on a wide array of subsurface improvements.

A Low Impact Development (LID) infiltration measure designed to detain stormwater runoff through biotreatment soil media and plant roots, and infiltrate stormwater runoff to underlying soils as allowed by site conditions.

Bioretention

A type of LID treatment measure designed to detain stormwater runoff, filter stormwater runoff through biotreatment soil media and plant roots, and either infiltrate stormwater runoff to underlying soils, as allowed by site conditions, or release treated stormwater runoff to the storm drain system, or both. The difference between a bioinfiltration area and bioretention area is that the bioinfiltration area is never lined with an impermeable layer, whereas a bioretention area may be lined or unlined.



Detention Basins

A type of LID treatment measure designed to detain stormwater runoff, ideally combined with a method to filter stormwater runoff through biotreatment soil media and plant roots, and release the treated storm water runoff to the storm drain system.

BRIDGES AND OTHER STRUCTURAL ELEMENTS

CSG employs a proven approach to delivering structural and bridge improvements, maintenance, replacement, and design projects predicated on rapid mobilization, optimized scheduling, and providing compelling solutions that lead to favorable decisions and approvals. This approach is based on our understanding of each project through distillation of the contents of the Request for Proposal, federal-aid requirements for bridge projects, review of background information, and our past experience with similar projects. Our vision for each project is to reach consensus on a preferred alternative with the City, stakeholders and the community, and to assist in completing the environmental process expeditiously based on a design that provides the public with the best overall value and performance. Our mission is to satisfy the project goals while complying with applicable regulatory and programmatic requirements, and keeping City staff informed at all times without burdening them with the minute details. CSG will perform continuous proactive coordination with all stakeholders and regulatory agencies. CSG will add resources when needed by tapping into the experience of its engineers and other subconsultants as needed to meet all of the City's needs.

CSG's engineers are experienced in the renovation, rehabilitation, and restoration of existing buildings; investigations of buildings for structural integrity, condition, and longevity; investigations of buildings for structural failures and their repair for litigation and research including expert witness; and preparation of structural, retaining wall and bridge plans in Caltrans right of way. CSG engineers are knowledgeable in California Building Code, California Residential Code, Structural Engineers Association (Blue Book), ASCE wind and seismic codes, and Caltrans Bridge Design Manual.

Bridge Maintenance

For bridge maintenance or rehabilitation projects, CSG's approach starts with the review of current Caltrans Bridge Inspection Reports (BIR) for all structures owned and maintained by the City to identify bridge maintenance tasks in need of repair, and we will perform site visits to each structure to confirm the bridge maintenance tasks shown on the BIRs and look for additional bridge maintenance items not included in the BIRs.

Since Federal Bridge Preventive Maintenance Program (BPMP) funds will most likely be used to perform this work, we will perform environmental site surveys to assist in preparing the Preliminary Environmental Study (PES) form and participate in a Caltrans field review meeting if needed. Based on Caltrans' review of the PES form, there may be additional environmental studies that need to be performed and additional technical study memos prepared. Caltrans will review the additional studies and memos, and will provide NEPA clearance. A CEQA Notice of Exemption will also be prepared and filed at the County clerk's office for CEQA clearance.

Once the NEPA and CEQA clearances have been obtained, we will begin final design and will prepare the plans, specifications, and estimate for submittal to Caltrans to obtain the Construction E-76 so the project can be advertised for construction.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

CSG's in-house QA / QC Implementation Plan utilizes a peer review process with multi-level internal project checking. **Mark Lander, PE, Sophie Truong, PE, PLS, Lawrence Lau, PE, PLS, and Merrill Buck, PE** will be dedicated to the QA / QC Implementation Plan and will be responsible for the following:

- Establishing guidelines & assigning accountable personnel and responsibilities for each task.
- Assuring that all deliverables are reviewed, including products from subconsultants.

- Monitoring the process to assure that the schedule and budget are followed.
- Participating in the internal and external reviews.
- Reviewing and signing off on deliverables before submittal to the City.

All technical products, including technical engineering reports, studies, design notes, mapping, drawings, and engineering cost estimates are subject to a multi-tiered approach for review to ensure that all products are checked for accuracy, correctness, completeness and conformity with standards. The tiers will include routine checking and scheduled reviews by Project Manager and QA / QC staff. The QA / QC Manager, Hatem Ahmed, PE, PMP will conduct periodic audits of the QA / QC review process to ensure that reviews are being properly conducted and documented by all team members. Each task we are selected for will receive formal QA / QC review at the various submittals, and reports will receive reviews at the draft and pre-final submittal stages.

Deliverables will be reviewed for:

- Conformance to approved formats, criteria, specifications, & professional standards of practice.
- Adequacy, clarity, ease of interpretation
- Constructability
- Compatibility of design discipline interfaces
- Errors and discrepancies
- Coordination with related designs and project elements
- Integration of design disciplines
- Incorporation of design changes
- Conformance to required environmental mitigation

Review comments made by QC reviewers will be in writing. Comments may also be placed in the documents being reviewed, but all comments for which a response is desired will be transcribed onto the comment forms. A log to record QC measures taken during the course of the project, including corrective actions taken, will be maintained by the Project Manager.

APPROACH TO SURVEYING

Topographic, Right-of-Way, and Boundary Surveys

We anticipate that for any typical field survey project, the scope of work will be very similar, if not identical to, the tasks identified below:

TASK 1 **Project** **Identification, Site** **Visit and Control** **Requirements**

CSG will work closely with the City to determine the exact scope of work and reach a complete and precise understanding of the project needs. CSG will meet with the City at the project site for discussion and to gain first-hand knowledge of the existing conditions (including taking photos and/or videos, if requested). CSG will clarify any questions with the City to ensure that the project needs are met or exceeded. Since members of our survey crews are also utilized as resources on CSG's design projects, they understand the level of detail to be recorded during field surveying and displayed during mapping to provide a comprehensive base for design projects and for production of grading and improvement plans.

CSG will also work closely with the City to identify which Control Scheme best suits the project. Control Schemes may either be local (the project will be tied to local street monuments and vertical control will be based on local benchmark data or an assumed datum), or the project may be tied to the California Coordinate System (CCS83) using

GPS equipment and elevations may be based on the North American Vertical Datum (NAVD88). Because the latter requires that sufficient National Geodetic Survey (NGS) monuments exist nearby, most topographic survey projects are prepared with a local control scheme.

At the City's request, CSG may also establish a control line for use in collecting topographic information for control of construction of future improvements. Locations of proposed control lines will be submitted to City staff for review and approval.

This task is performed prior to the field survey and is essential to the timely completion and accuracy of the survey product. This task involves research of record maps, such as Final or Parcel Maps and Records of Survey, for monumentation in order to delineate the location of the property lines (or right-of-way lines.) This task typically involves the following 3 steps:

1. In-office Record Map research using Parcel Quest software to identify APNs, vicinity information, and record maps. CSG maintains digital copies of County Record Maps on a yearly basis and therefore has convenient and prompt access to record information.
2. Identify record monumentation for establishment of the property or right-of-way lines. The monuments most commonly searched for and used for this purpose are standard street monuments in monument wells, however corner monuments such as iron pipes, chiseled crosses, and PK nails may also be used.
3. If monumentation is found to be insufficient to retrace the property boundary from information available in our office, CSG will perform a more thorough investigation of records at the County Surveyor's Office. Information available at the County includes additional maps, corner records, and property deeds (plats and legal descriptions).

TASK 2

Records Research

TASK 3
Field Survey and
Data Collection

Once the complete scope and control scheme are identified, field surveying will begin. All field surveying work is performed by a 2-person crew utilizing Sokkia 330R Electronic Total Station and Leica Geosystems Reflector equipment.

For surveys performed within the City's Rights-of-Way, topographic information will include the following:

- Location and elevation of existing surface features within the public right-of-way, including but not limited to: top of curbs, back of sidewalks, flowlines, edge of gutter/pavement, roadway centerline, roadway highpoint, street light poles, utility poles, sign posts, guy wire anchors, trees and stumps, fences, rim and invert elevations of storm drain inlets and manholes, rim and invert elevations of sanitary sewer manholes, fire hydrants, surface utility features such as manhole covers, water and gas valve lids, water meters, etc., and traffic control loops. Where no sidewalk/curb/gutter exist, we will provide location and elevation of roadway edge of pavement (if apparent), roadway highpoint, roadway quarter point, swales, and ditches.
- Location of all pavement markings and striping, with identification of pavement markings.
- Location and elevation of adjacent on-site private property features 20 feet from right-of-way line, to include: driveway approach limits, fences, garage face, nearest adjacent building corners if required, landscaped features such as shrubs, hedges and planting beds, and enough elevation information to determine grades and drainage patterns.
- Location and elevation of any other items that would or may affect the design or construction of proposed improvements, at the field surveyor's discretion.
- All of the above will be taken at 40'-50' increments.
- Location of street right-of-way lines based on found monuments and record maps.
- Sufficient elevation information along side streets to determine longitudinal slope for drainage.
- Location and elevation of found monuments, of whatever character, within the project limits.
- Groundcover type and sign legends.

TASK 4
Preparation of
Survey Base Sheets

Upon completion of field surveying, CSG's surveyors will download and organize the collected data into an AutoCAD 2010 or Civil 3D 2013 compatible file, and develop the topographic map of the project site. Right-of-Way lines will be traversed and overlaid onto the topographic survey using the location of the surveyed monuments. All collected data will be organized into appropriate drafting layers to optimize the use of the survey base map as a design tool. During this phase of the project, CSG's surveyors will often refer to the photo and/or video log of the site's existing conditions, as well as advanced "Google" technology (Google Earth Pro, Street View) for visual reminders of the site's features. Finished drafting will be assisted by our Design Supervisor to ensure the quality of the finished product and consistency with the City's standards.

TASK 5
Quality
Control/Quality
Assurance and
Internal Review

The last step in the survey preparation process is the internal review of the product. A final in-house review of the survey base sheet is typically completed by the Total Station Operator, the Rodman, and any other staff involved in the survey data collection, thereby ensuring that first hand views obtained by the survey crew are transferred into the topographic maps. The final survey is then field edited by an experienced staff member who has not been involved in the data collection, to provide an objective review of the level of detail and the presentation.

TASK 6
City Review and
Submittal

Prior to submitting the final survey AutoCAD files, CSG field edits the survey, and then reviews the draft survey in the field with a member of the city staff to confirm that the finished product will meet the city's specific needs for the contemplated improvements. Any minor discrepancies can be adjusted in the digital files to better fulfill the City's needs.

The following final submittals will be provided to the City:

1. Electronic files compatible with AutoCAD 2010 or Civil 3D 2013
2. Hard copy of the full-size survey base sheet, if required
3. Point text file of the survey data

TASK 7
Corner Records and
Records of Survey

If monuments are found within or near the project limits which are not of record, or if monuments are found to be obliterated, CSG will prepare Corner Records in conformance with the Land Surveyors' Act and file the Corner Record(s) with the County of San Mateo.

If material discrepancies in the position of points or lines or in dimensions are found, a Record of Survey may be filed.

STAFF AUGMENTATION

CSG is able to provide engineering staff augmentation services to supplement the City's departments on a full-time, part-time, as-needed, on-going, or project-by-project basis. CSG can readily provide highly competent and qualified staff to service the City in-house or off-site in a wide range of capacities including:

- City Engineer
- Public Works Director
- Assistant Engineer
- Associate Engineer
- Assistant Resident Engineer
- Resident Engineer
- Senior Engineer
- Principal Engineer
- Project Manager
- Public Works Inspector
- Structural Engineer

CSG will furnish assigned personnel with all necessary materials, resources and training to provide services, including a current copy of applicable City amendments, policies, procedures and ordinances.

APPROACH TO PROJECT MANAGEMENT SERVICES

CSG's Project Management and Administration staff includes senior staff, project managers, construction managers, contract administrators, cost estimators, project schedulers, and project engineers. The staff is available to assist the City in delivering its CIP projects by providing as-needed senior engineers, construction managers, associate engineers, and analysts. Our Team will also work with stakeholders, utility companies, and permitting agencies.

The project management services may include assisting the City with the following tasks:

- A.** Define the project needs, goals, funds, fund requirements, project site(s) and limitations after an initial meeting with City staff;
- B.** Develop a preliminary work schedule detailing anticipated project tasks;
- C.** Prepare Request for Proposals (RFP) for professional engineering, geotechnical, environmental and cultural resources evaluation services and assist the City with consultant selections;
- D.** Coordinate execution of consultant services agreements with consultants selected by the City;
- E.** Coordinate review of preliminary project design options for input from City Council, Commission, and at public meetings;
- F.** Coordinate preparation of reports, presentations, and meeting minutes for City Council, Commission and Public Meetings;
- G.** Assist the City in seeking the project stake holders' consensus regarding the preferred alternate;
- H.** Coordinate the City's professional engineering consultants' efforts for timely preparation of bid documents for the preferred project alternate;
- I.** Coordinate simultaneous completion of environmental review and design documents;
- J.** Preliminary review of the Project construction bid documents for compliance with the typical requirements of regulatory permits;
- K.** Final review of the Project construction bid documents for compliance with the conditions of regulatory agency permits;
- L.** Assist the City with construction bid invitation and contract award;
- M.** Prepare RFP and assist the City with consultant selection for the project construction contract administration, inspection and testing services

Below is CSG's typical plan for managing projects:

Project Management Plan	Our Project Managers develop and implement a project management plan including all projects elements establishing the project scope of work, budget, schedule, and design standards to allow for solid traceability and accountability for any changes or variances from the project baseline components. In addition, our staff identifies any potential variances early in the project allowing for the development of an alternative approach to prevent potential schedule or cost slippages. This work will be performed in conjunction with providing real-time data to the City through our daily contact with the City Project Manager and weekly project meetings.
Scope/Control Management	Scope control will happen with the development of well written Scopes of Work (SOW) for all RFP's drafted for the CIP. If changes are required, a scope change process will be followed encompassing the cost and schedule impact of each potential change, as well as the additional scope description. Potential changes will be presented and discussed weekly with the City. As changes are approved or rejected, the appropriate revisions will be made to the Scope of Work, and the schedule/cost baseline will be revised and resubmitted for approval by the City.
Schedule Management	An initial project baseline project schedule will be developed and submitted for approval to the City for all projects. As work progresses on projects, the baseline schedule will be kept updated, and required revisions will be submitted for review. Each schedule update will be compared to the previous submittal for variances. Once changes are approved, the schedule will be updated and finalized.
Quality Management	A Project Quality Management Plan will be followed as part of the Project Management Plan that will include the review requirements for design work and the QA/QC process during construction. This will be inclusive of all process and testing requirements and the contractor's ability to follow their process and ensure successful testing of installed work.
Budget/Cost Management	As project estimates are finalized, they will be included in the project budget and loaded into the project costs. Once a project change is approved, it will be tied to a change order and the schedule and budget will be revised accordingly. All baseline revisions and change orders will be tracked and documented.

APPROACH TO PS&E PREPARATION

CSG is well-versed in the design of multiple types of public works design projects, and we have delivered streets, trails, water and wastewater improvements, and sidewalk design projects to various public agencies throughout the State of California.

A key to a project's success is often in understanding the process from which issues will arise and the exact needs of the client. Over the years, CSG staff has been involved in hundreds of projects sponsored or reviewed by the public agencies we represent. We have learned that the following issues and guidelines are important to consider when undertaking any public works construction project.

- Understanding of the project's and the agency's primary goals and objectives
- Identification of stakeholders and stakeholder's concerns
- Compliance with CEQA (and NEPA if required) procedures and mitigation
- Compliance with NPDES requirements and Best Management Practices
- Understanding financial constraints/opportunities and resource allocation

- Coordination with stakeholders, policy makers, utility companies and all permitting agencies
- Realistic cost estimates with contingencies matched to each work phase
- Practical schedules and appropriate milestones with continuous monitoring
- Familiarity with applicable local codes, standards, and plans
- Partnership approach with public, designers, contractors and environmentalists
- Weekly/monthly meetings between the CSG project manager and agency staff to monitor progress

Compensation / Fee Schedule

CSG services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	Hourly Rate
Construction Inspector	\$125
Engineering Designer	\$125
Senior Management Analyst	\$135
Assistant Resident Engineer	\$150
Assistant Engineer	\$135
Associate Engineer	\$155
Senior Construction Inspector	\$145
Senior Engineer	\$180
Resident Engineer	\$180
Structural Representative	\$180
Senior Project Manager	\$185
Principal Engineer / Project Manager	\$200
Assistant Project Manager	\$145
Senior Principal Engineer	\$225
Two-Person Survey Crew	\$300

All hourly rates reflect overhead costs including but not limited to salaries, benefits, Workers Compensation Insurance and administrative costs such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage. Reproduction and any subconsultants (if required) are billed at cost plus 15%. Rates will remain effective through June 30, 2018. Rates are subject to an annual increase based on CPI. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the jurisdiction prior to proceeding.

ON-CALL PROFESSIONAL SERVICES SUPPLEMENTAL QUESTIONNAIRE

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the notarized certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested notarized certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal; or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

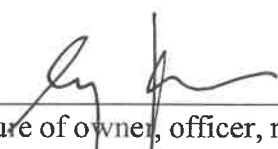
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 19th day of March, 2018 at Foster City, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On March 19, 2018 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

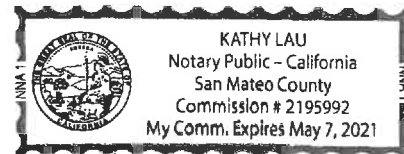
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

III. Civil Litigation History:

- (1) Name of case: City of Half Moon Bay v. CSG Consultants, Inc. et al.
- (2) Court case identification number: 17CIV00387
- (3) Jurisdiction in which it was filed: County of San Mateo
- (4) Outcome of the litigation: Pending. The City of Half Moon Bay filed against the City's contractor, the Contractor's bonding company and CSG alleging design defects in the construction of a pedestrian trail. CSG maintains that its design of the trail was not defective. CSG further alleges the contractor failed to properly test the materials used. CSG continues to provide services to the City and has had several contracts renewed since litigation began.

END OF DOCUMENT

Planning Services

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR PLANNING SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **CSG Consultants** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified 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.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of 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. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement 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.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Nourdin Khayata**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Nourdin Khayata**
Vic President
CSG Consultants
3707 W. Gardena Grove Blvd., Suite 100
Orange, CA 92868
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Nourdin Khayata, Vice President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

Exhibit A

Scope of Services

On-Call Planning Services

CSG staff will serve as a seamless extension of the City of Commerce and be present at City Hall and hold regular office hours. CSG implements a unique approach to providing planning services and staff augmentation to municipal clients. This approach involves greater involvement by senior staff and management from the regional office than might be typical in the provision of contract staff services. CSG staff are supported and trained by senior staff on our team, and in this role, senior staff partner with the primary service provider to take a “team” approach to fulfilling service commitments to the client. This support and training is provided at no cost to the municipality and in effect, the “partner planner” serves as an extension of support and training to the planner as they acclimate to the specific processes, procedures, goals and priorities of the client. Our Planning Staff will provide services within the time frames established by the City.

This approach ensures the highest quality work product provided to the City and applicants. The senior staff member reviews all the work of the planner engaged in the review of development projects prior to the work being delivered to the City, thus minimizing the likelihood of errors. As an extension of staff and with the support of our team, CSG planning staff will perform entitlement project management including analyzing projects for compliance with the City’s General Plan, zoning ordinance, Subdivision Map Act and other applicable plans and policies (CEQA, Design Review, Specific Plans or Overlays). Staff will diligently review and process both ministerial and discretionary applications, including plan checks, sign permits, conditional use permits, variances, as well as other highly complex applications (e.g., General Plan or Zoning Amendments, EIRs, and Zoning Text Amendments). CSG’s services will adhere to the highest level of customer service while developing and maintaining great working relationships with other City departments, regulatory entities, stakeholders within the community and the public.

CSG planning staff will coordinate with developers, engineers, property owners and contractors and will facilitate and attend meetings as-needed. We will research, evaluate and prepare/present materials required for the project’s review process. In order to obtain the highest quality of development, our staff will identify and suggest project improvements that are consistent with the goals and policies of the City of Commerce. Additionally, CSG planning staff will write Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances, and apply/monitor mitigation measures for each project and give presentations at public hearings and other community meetings as needed.

CSG planning staff will complete review of current planning entitlements and meet all project benchmarks within the timelines specified by the Permit Streamlining Act (PSA). Our staff has the ability and flexibility to process entitlements more quickly than the those specified in the PSA for projects identified as priority or key projects. We will also manage any appeals associated with permit processing, and provide project management from preliminary review through construction phase for each project. Our staff has years of practical experience in the management of multiple projects, balancing competing priorities all while maintaining a high level of service and quality, and being mindful of budgets and schedules. This experience and approach is emphasized in all aspects of the services we provide to our clients.

CSG's staff interacts seamlessly and effectively with Community Development Department staff, all department supervisors, elected officials and stakeholders. Our planning staff members are excellent communicators and proven effective problem solvers.

Finally, our staff has the expertise and service experience to respond to public inquiries by telephone, mail or in person at the public counter regarding zoning and General Plan land uses, application submittal requirements and other general zoning/planning related inquiries. We can fill the specific needs of the City, including managing any special projects identified as a City priority.

CSG's planning services are the ideal solution for providing municipal staff support for a variety of development application processing. Our planners specialize in land use planning and policy, and bring a wealth of experience and expertise to every planning team and project.

Key Planning Services

Comprehensive Services: CSG provides complete planning services for multiple jurisdictions including the following services:

Land Use Planning: Review of land use policy for the development and management of urban areas, including Current Planning, Specific Area and General Plan amendments. Development and management of long range planning initiatives while assuring compliance with regional and state mandates.

Development Review: Perform land use compatibility review of planning applications including subdivisions, improvement plans, design review, conditional use permits and variances. All

reviews are thoroughly checked for compliance with applicable Federal, State, and agency standards including Planning, Zoning, Subdivision Ordinance, California Environmental Quality Act (CEQA), and other applicable laws.

Program Management Services: As an extension of jurisdiction staff, CSG can take on internal roles such as overseeing the preparation of technical memos and staff reports as well as taking the lead on presentations to neighborhood groups, stakeholders, committees, commissions, City Councils and/or Boards of Supervisors. For more complex comprehensive planning tasks that involve coordinating the efforts of outside consultants, CSG can serve as the project manager on behalf of a jurisdiction. Other relevant planning services include, but are not limited to, amendments or updates to Municipal Codes, resolution of community-wide issues, delivery of projects and the handling of general inquiries on planning procedures and protocols.

Climate Action Plans: Preparation of initial Climate Action Plan, implementation of Climate Action programs, and updates to existing Climate Action Plans.

Environmental Analysis: Prepare required environmental documents for planning projects pursuant to CEQA, including management of any necessary consultant contracts for Environmental Impact Report's technical studies and the review of such studies.

GIS Services: With experts in the field of information management, CSG can help establish and/or maintain an agency's Geographic Information System (GIS), creating the capacity to collect, manage, customize, analyze, and distribute information that is tied to a location through layers in a map-based environment.

Compensation / Fee Schedule

CSG services are billed on a time-and-materials basis according to hourly rates, shown below.

ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Principal Planner	\$155
Senior Planner	\$125
Associate Planner	\$115
Assistant Planner	\$85
Planning Technician/Aide	\$65

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Rates are effective through June 30, 2018. Annual adjustments may be made based upon current CPI. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. It is anticipated that all work would be performed at the Principal Planner level, however, if support were provided at a different level, that hourly rate would apply.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of CSG Consultants, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

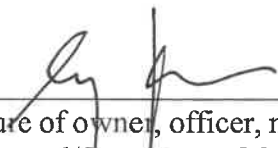
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 19th day of March, 2018 at Foster City, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

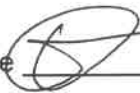
On March 19, 2018 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

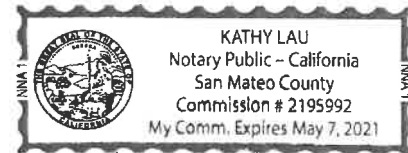
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

III. Civil Litigation History:

- (1) Name of case: City of Half Moon Bay v. CSG Consultants, Inc. et al.
- (2) Court case identification number: 17CIV00387
- (3) Jurisdiction in which it was filed: County of San Mateo
- (4) Outcome of the litigation: Pending. The City of Half Moon Bay filed against the City's contractor, the Contractor's bonding company and CSG alleging design defects in the construction of a pedestrian trail. CSG maintains that its design of the trail was not defective. CSG further alleges the contractor failed to properly test the materials used. CSG continues to provide services to the City and has had several contracts renewed since litigation began.

END OF DOCUMENT