DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Professional Services Agreements for Building Plan Check and Inspection Services

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1) Approve three (3)-year professional services agreements to provide building plan check and inspection consulting services in a total amount not to exceed $1,200,000 with the following consultants (General Fund):
   a. WSP USA Environment & Infrastructure, Inc.;
   b. The Code Group, Inc.;
   c. CSG Consultants, Inc.;
   d. J. Lee Engineering, Inc.;
   e. California Code Specialties, Inc.;
   f. True North Compliance Services, Inc.;
   g. Interwest Consulting Group, Inc.; and
   h. Jason Addison Smith Consulting Services, Inc. dba JAS Pacific; and


BACKGROUND:
The Building Safety Division (Division) continues to require additional plan check and inspection services, due to increased construction activity. Currently, the City of Inglewood has plan check services agreements with J. Lee Engineering, Inc., CSG Consultants, Inc., and Interwest Consulting Group, Inc. and separate inspection agreements with J. Lee Engineering, Inc., California Code Specialties, Inc., and The Code Group, Inc. The Division would like to combine both plan check and inspection services into one agreement to provide for a larger pool from which to select.
DISCUSSION:
A pool of eight (8) firms are being selected in order to provide greater selection, due to the industry facing a shortage of qualified personnel to provide such services. The various consultants are known in the industry for providing these professional services. All eight (8) consultants will be providing both plan check and inspection services; however, one of the consultants, WSP USA Environment & Infrastructure, Inc., will be providing inspection services and only geotechnical plan check services. The $1,200,000 will be used among all of the consultants at the discretion of the City, and the consultants are typically paid based on a percentage and hourly fee structure. The existing Building Plan Check Agreement No. 21-148 and Building Inspection Agreement No. 21-141 terminated on January 10, 2023, and the new combined Building Plan Check and Inspection Agreement will take effect on January 24, 2023, upon City Council approval.

The services provided by the aforementioned eight (8) consultants are considered professional in nature and, therefore, exempt from the City's competitive bidding process, pursuant to Inglewood Municipal Code Section 2-198.1. (g) Exceptions to Competitive Bidding Requirement, which states the following:

Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:

(g) Professional Services. Nothing shall be construed to preclude the City from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractics and optometry.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Funding is available in the Fiscal Year 2022-2023 Budget under Account Code No. 001.030.3070.44830.00 (General Fund – Economic & Community Development – Building Superintendent – Contract Services).
DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement with WSP USA Environment & Infrastructure, Inc.
Attachment No. 2 – Agreement with The Code Group, Inc.
Attachment No. 3 – Agreement with CSG Consultants, Inc.
Attachment No. 4 – Agreement with J. Lee Engineering, Inc.
Attachment No. 5 – Agreement with California Code Specialties, Inc.
Attachment No. 6 – Agreement with True North Compliance Services, Inc.
Attachment No. 7 – Agreement with Interwest Consulting Group, Inc.
Attachment No. 8 – Agreement with Jason Addison Smith Consulting Services, Inc.
    dba JAS Pacific
Attachment No. 9 – Resolution

PREPARED BY:
Mandhir Singh, Building Official

COUNCIL PRESENTER:
Mandhir Singh, Building Official
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: Christopher E. Jackson, Sr., ECD Dept. Director

CITY MANAGER APPROVAL: Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this ______ day of ________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and WSP USA ENVIRONMENT & INFRASTRUCTURE INC., (the “Consultant”) a Nevada Corporation with a Corporate number of C1890237 and with its principal address located at 1075 Big Shanty Road Suite 100 Kennesaw, Georgia 30144.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant will be providing inspection services and only geotechnical plan check services; and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the
Services that the City needs.

NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide inspection services and only geotechnical plan check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by
the City’s Building Official, with a proposal. This proposal will be open to negotiations as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

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ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
c. City Agreement number;
d. description of Services billed under this invoice;
e. position, title and hours worked;
f. total amount for invoiced Services;
g. total amount billed to date;
h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.
ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Bruce Corkle,
Vice President
WSP USA Environment & Infrastructure, Inc.
1075 Big Shanty Road Suite 100
Kennesaw, Georgia 30144

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
1505 Corporation 2351
United Agent Group inc.
4640 Admiralty way, 5th Floor
Marina Del Rey, California 90292

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering,
Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned),
with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with
Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per
accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the
Consultant's profession, with limit no less than $2,000,000 per occurrence or claim,
$4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums
shown above, the City requires and shall be entitled to the broader coverage and/or the higher
limits maintained by the contractor. Any available insurance proceeds in excess of the
specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following
provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as
additional insureds on the CGL policy with respect to liability arising out of work or operations
performed by or on behalf of the Consultant including materials, parts, or equipment furnished
in connection with such work or operations. General liability coverage can be provided in the
form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10
11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions
used).

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**Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.**

**Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

**Waiver of Subrogation**

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.
ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

__________________________
James T. Butts, Jr.,
Mayor

__________________________
Bruce Corkle,
Vice President

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessiblity plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/sign by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Fee Proposal for Building Safety Plan Check and Inspection Services

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | % |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | % |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | % |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | % |
| Hourly Rate for Plan Check (geotechnical): | $200.00 |
| Expedited Hourly Rate for Plan Check (Geotechnical): | $200.00 |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $NA |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

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<tr>
<th>INSPECTOR CATEGORY</th>
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<tr>
<td>Senior Combination Building Inspector</td>
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<td>Electrical Inspector</td>
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<tr>
<td>CASp Inspector</td>
<td>$125.00</td>
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</tbody>
</table>
Name of Consultant Firm (Print):
Wood Environment & Infrastructure Solutions, Inc.

Service(s) Consultant Providing:
☐ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):
Jerry Haffley, Principal/Unit Manager

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 Madison Avenue, 28th Floor
New York NY 10017

INSURER
WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Rd, Suite 100
Kennesaw GA 30144

COVERAGES

COVERAGE

CERTIFICATE NUMBER: 74939288

REVISION NUMBER:

INSCR. # TYPE OF INSURANCE ADD'L SUBR. EXC. WPD POLICY NUMBER POLICY COMMENCE/EXPIRY LIMITS
A
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR 9/21/2022 5/1/2023 Digitally signed by Jeffery A. Lewis Date: 2023.01.09 06:39:57 -08'00

Jeffery A. Lewis

LOC
OTHER:

B
X AUTOMOBILE LIABILITY

Y
AS7-621-094060-032

5/1/2023 COMBINED SINGLE LIMIT

$5,000,000


C
X UMBRELLA LIABILITY

EXCESS LIABILITY CLAIMS-MADE

5/1/2023 EACH OCCURRENCE

$5,000,000

OTHER:

B
X WORKERS' COMPENSATION

AND EMPLOYERS' LIABILITY

Y
WA7-422-084660-012

5/1/2023 PER STATUTE

E.L. EACH ACCIDENT $2,000,000

E.L. DISEASE - EA EMPLOYEE $2,000,000

E.L. DISEASE - POLICY LIMIT $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additionals) Remarks Schedule, may be attached if more space is required

THIRTY (30) DAYS NOTICE OF CANCELLATION

RE: Project Description: Building Safety Plan Check and Inspection Services, Project: 22PROP007T-0238, City of Inglewood, its officers, employees and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella follow forms.

CERTIFICATE HOLDER

City of Inglewood
One West Manchester Boulevard, 4th Floor
Inglewood CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE Policy. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:
If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under a contract with that person or organization.
Waiver Of Subrogation (Blanket) Endorsement

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<td>05/01/2023</td>
<td>05/01/2022</td>
<td>93542000</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.
Other Insurance Amendment – Primary And Non-Contributory

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<td>05/01/2022</td>
<td>93542000</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.
Address (including ZIP Code): 1 Penn Plaza, 2nd Floor, New York, NY 10119

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.</td>
<td>Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.</td>
<td>Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36 Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of $0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-012 Effective Date

Premium $

Issued to: WSP USA Group Holding Inc.

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Arthur J. Gallagher Risk Management Services, Inc
300 Madison Avenue
28th Floor
New York NY 10017

**INSURED**
WSP USA Environment & Infrastructure Inc.
fl/a Wood Environment & Infrastructure Solutions
1075 Big Shanty Rd. Suite 100
Kennesaw GA 30144

**CONTACT**

<table>
<thead>
<tr>
<th>NAME</th>
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<tr>
<td>AIG Service Team</td>
<td>212-981-2485</td>
<td>212-994-7047</td>
<td><a href="mailto:GGB.WSPUS.CertRequests@aig.com">GGB.WSPUS.CertRequests@aig.com</a></td>
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**COVERAGES**

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**CERTIFICATE NUMBER:** 256288825

**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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<th>LTR</th>
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<th>POLICY EXPIRY (MM/DD/YYYY)</th>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**COMMENTS:**

**CERTIFICATE HOLDER**
City of Inglewood
One West Manchester Boulevard, 4th Floor
Inglewood CA 90301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
Arthur J. Gallagher Risk Management Services, Inc
300 Madison Avenue
28th Floor
New York NY 10017

INSURED
WSP USA Environment & Infrastructure Inc.
t/k/a Wood Environment & Infrastructure Solutions
1075 Big Shanty Rd, Suite 100
Kennesaw GA 30144

CONTACT NAME: AJG Service Team
PHONE: 212-981-2485
FAX: 212-984-7074
EMAIL: GBWSPUS.CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE
INSURER A: QBE Specialty Insurance Company
NAIC # 11515

COVERAGES CERTIFICATE NUMBER: 2085845996 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR. TYPE OF INSURANCE ADDL. SUB. WPD POLICY NUMBER POLICY EFF (MMM/DD/YYYY) POLICY EXP (MMM/DD/YYYY) LIMITS

COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

GENTLE AGGREGATE LIMIT APPLIES PER:
POLICY PROJ. LOC

OTHER:

AUTOMOBILE LIABILITY
ANY AUTO
OWNED AUTOS ONLY SCHEDULED AUTOS
Hired AUTOS ONLY NON-OWNED AUTOS ONLY

UMBRELLA LIA;
EXCESS LIA;
CLAIMS-MADE

DED RETENTION

WORKERS COMPENSATION
AND EMPLOYEES' LIABILITY
ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below

Y N

AUTHORIZED REPRESENTATIVE

CERTIFICATE HOLDER
City of Inglewood
One West Manchester Boulevard, 4th Floor
Inglewood CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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November 15, 2022

To Whom It May Concern:

WSP purchased Wood Environment & Infrastructure Solutions, Inc. on September 21, 2022. As part of the acquisition, Wood Environment & Infrastructure Solutions, Inc. merged into WSP USA Environment & Infrastructure, Inc.

Enclosed is a certificate demonstrating coverage for pollution liability, professional liability, general liability, auto liability, umbrella liability, workers compensation and employers' liability.

If there are any questions or concerns, please contact Gallagher immediately.

Regards,

Garrett Gross
Client Service Associate
Gallagher

Enclosure

Co: Bridget Montague, WSP, Bridget.Montague@wsp.com
ATTACHMENT NO. 2
AGREEMENT NO.: ____

THIS AGREEMENT is made and entered into this ______ day of ______, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and THE CODE GROUP, INC., (the “Consultant”) a California Corporation with a corporate number of C2534448 and its corporate headquarters located at 1845 W. Orangewood Avenue, Suite 210, Orange, California 92868.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

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NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the "Party" and collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood.” Exhibit “A,” in incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to
by the City’s Building Official, with a proposal. This proposal will be open to
negotiations as required to develop a mutually agreed upon Task content, schedule
and fee. Each Task content shall designate a specific scope of work, schedule, firm-
fixed price or not-to-exceed compensation, and other specifications and terms
particular to the assignment. Upon agreement and execution by the Parties, the
Consultant shall begin performance of the work upon receipt of a Notice to Proceed
(“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify
the Building Safety Official and the Inglewood City Attorney’s Office upon the
temporary or permanent restriction, suspension, revocation or termination of said
license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services
contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not
limited to those required by the City of Inglewood, to perform the services
contemplated by this Agreement.

**ARTICLE 2 – CITY’S DUTIES**

The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
Services contemplated by this Agreement.

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ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred Thousand Dollars ($1,200,000) (hereinafter referred to as the "Pool") during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit "A."

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.
6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
   f. total amount for invoiced Services;
   g. total amount billed to date;
   h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.
In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Alisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Tom VanDorpe, S.E.,
Senior Principal
The Code Group Inc.,
1845 W. Orangewood Avenue, Suite 210
Orange, California 92868

AGENT FOR SERVICE OF PROCESS
Randy Doening
1845 W. Orangewood Avenue
Suite 200
Orange, California 92868

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:
1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10
1185 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees
and volunteers from and against all claims, damages, losses and expenses including attorney
fees arising out of the performance of the work described herein, to the extent caused in
whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or
anyone for whose acts any of them may be liable, except where caused by the active
negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the
matters against which the Consultant has agreed to indemnify Indemnitees as provided above,
the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s
expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld.
Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled
to indemnification in order to be so indemnified. The insurance required to be maintained by
the Consultant under this Article shall ensure the Consultant’s obligations under this section,
but the limits of such insurance shall not limit the liability of the Consultant hereunder. The
provisions of this Article shall survive the expiration or earlier termination of this Agreement
and shall exist for four (4) years beyond the termination or completion of the Consultant’s
work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this
Agreement, and the same shall be made available for inspection, audit and copying, at any
time during regular business hours, upon written request by the City or its designated
representatives. Copies of such documents or records shall be provided directly to the City for
inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is
mutually agreed upon, such documents and records shall be made available at the City’s
address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or
relating to the Consultant’s performance of services pursuant to this Agreement. The
Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City's own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.
ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

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ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

_____________________
James T. Butts, Jr.,
Mayor

THE CODE GROUP INC.

_____________________
Tom VanDorpe, S.E.,
Senior Principal

ATTEST:

_____________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

_____________________
Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City's electronic file storage system.
7. All plan check work will typically be performed at the consultant's office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
**CITY OF INGLEWOOD**
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

**Exhibit "A"**

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**FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES**

**Plan Check Fees**

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Check Fee as a percentage of City’s Building Plan Check Fee</td>
<td>68%</td>
</tr>
<tr>
<td>Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee</td>
<td>100%</td>
</tr>
<tr>
<td>Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee</td>
<td>45%</td>
</tr>
<tr>
<td>Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee</td>
<td>68%</td>
</tr>
<tr>
<td>Hourly Rate for Plan Check (all disciplines): $110.00 to $130.00</td>
<td></td>
</tr>
<tr>
<td>Expedited Hourly Rate for Plan Check (all disciplines): $1.5x</td>
<td></td>
</tr>
<tr>
<td>In-House (at City Hall) Plan Check Engineer hourly rate: $125.00 to $145.00</td>
<td></td>
</tr>
</tbody>
</table>

**Inspection Fees**

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$105.00 to $115.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$95.00 to $105.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$90.00 to $100.00</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$90.00 to $100.00</td>
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<tr>
<td>Mechanical Inspector</td>
<td>$90.00 to $100.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$95.00 to $105.00</td>
</tr>
<tr>
<td>CASp Inspector</td>
<td>$145.00 to $155.00</td>
</tr>
</tbody>
</table>

Notes:
- Overtime is 1.5x the hourly rate
- Rates may be adjusted annually based on CPI when agreed upon by the City
Name of Consultant Firm (Print): The Code Group, Inc. dba VCA Code

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  □ Plan Check Services only  □ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Tom VanDorpe, SE

Signature of Authorized Person: ___________________________

August 26, 2022
CERTIFICATE OF LIABILITY INSURANCE

VCACONS-01
MCCOWANA

DATE (MM/DD/YYYY) 10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFLICTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

NAME: Ali Smith
PHONE: (Ref. No.) (619) 786-5795 50206
FAX: (Ref. No.) (619) 574-6288
E-MAIL: Ali.Smith@ioausa.com

INSURER(S) AFFORDING COVERAGE

INSURED

VCA Consultants, Inc.
(See Desc. of Operations for Full Named Insured)
1845 W. Orangewood Ave, Suite 200
Orange, CA 92668

INSCRIBED: 

Jeffery A. Lewis
Digitally signed by
Date: 2023.01.09
07:00:40-08:00

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSCRIBED:

Jeffery A. Lewis
Digitally signed by
Date: 2023.01.09
07:00:40-08:00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 151, Additional Remarks Schedule, may be attached if more space is required)


Re: 50-10115 - Building & Safety

City of Inglewood, its officers, officials, employees, agents and volunteers are Additional Insured with respect to General and Auto Liability per the attached

See Attached ACORD 101

CERTIFICATE HOLDER

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C.

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles: endorsements as required by written contract. **Insurance is Primary and Non-Contributory.** Waiver of Subrogation applies to General Liability, Auto Liability, and Workers’ Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.
This endorsement changes the policy. Please read it carefully.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:
   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:
   c. With respect to the independent acts or omissions of such person or organization; or
   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:
   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
   f. This insurance does not apply to the rendering of or failure to render any "professional services".
   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
   (2) The "personal injury" for which coverage is sought arises out of an offense committed after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.
3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**: 

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEGAM3JXV

Endorsement Number:

Named Insured and Address: VCA Consultants, Inc.
1845 W Orangewood Ave., Suite 200
Orange, CA 92868

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
   (a) $50,000;
   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:
   (a) Any "auto" that is hired, rented or borrowed with a driver; or
   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.
K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

City of Inglewood
One Machester Blvd.
Inglewood, CA 90301

PROVISIONS

1. The following is added to Paragraph c. in A.1., “Who Is An Insured,” of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person’s or organization’s liability for the conduct of another “insured”.

2. The following is added to Paragraph 5., “Other Insurance,” in B., General Conditions, of SECTION IV – BUSINESS AUTO CONDITIONS:

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
ATTACHMENT NO. 3
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this _________ day of __________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and CSG CONSULTANTS, INC., (the “Consultant”) a California Corporation with a corporate number of C2249340 and with its corporate headquarters located at 550 Pilgrim Drive, Foster City California 94404.

RECIDALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

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NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 – CITY’S DUTIES
The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 – TERM
This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 – COMPENSATION
1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;

g. total amount billed to date;

h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

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ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Khoa Duong, PE
Vice President, Building Department
CSG Consultants, Inc.
550 Pilgrim Drive,
Foster City, California 94404

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
Cyrus Kianpour
550 Pilgrim Drive,
Foster City, California 94404

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

    If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitors as provided above, the Consultant, upon notice from the City, shall defend Indemnitors at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitors need not have first paid for any of the matters to which Indemnitors are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.

///
ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.,
Mayor

CSG CONSULTANTS, INC.

______________________________
Khoa Duong, PE,
Vice President, Building Department

ATTEST:

______________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

______________________________
Kenneth R. Campos,
City Attorney
Exhibit "A"

CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

Mandhir Singh
Building Official

Christopher E. Jackson, Sr.
Department Manager

SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.
3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.
4. Consultant to provide a vehicle for the purpose of conducting all inspections.
5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.
6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
<td>70 %</td>
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<tr>
<td>Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
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<tr>
<td>Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
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<tr>
<td>Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of</td>
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<td>City’s MEP Plan Check Fee:</td>
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<tr>
<td>Hourly Rate for Plan Check (all disciplines): $</td>
<td>135.00</td>
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<tr>
<td>Expedited Hourly Rate for Plan Check (all disciplines): $</td>
<td>202.50</td>
</tr>
<tr>
<td>In-House (at City Hall) Plan Check Engineer hourly rate: $</td>
<td>135.00</td>
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Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$ 135.00</td>
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<tr>
<td>Senior Combination Building Inspector</td>
<td>$ 113.00</td>
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<tr>
<td>Combination Building Inspector</td>
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</tr>
<tr>
<td>Plumbing Inspector</td>
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<td>Mechanical Inspector</td>
<td>$ 113.00</td>
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<tr>
<td>Electrical Inspector</td>
<td>$ 113.00</td>
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<tr>
<td>CASp Inspector</td>
<td>$ 135.00</td>
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</table>
Name of Consultant Firm (Print): CSG Consultants

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  □ Plan Check Services only  □ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Khoa Duong

Signature of Authorized Person
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:** License # DC36861
Alliant Insurance Services, Inc.
560 Mission St 6th Fl
San Francisco, CA 94105

**Insured:**
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

**Contact:** Melissa Hill
Phone: [Phone Number]
Fax: [Fax Number]
Email: Melissa.Hill@alliant.com

**Insurer A:** Fireman’s Fund Insurance Company
$21873

**Insurer B:** American Automobile Insurance Company
$21849

**Insurer C:** National Surety Corporation
$21881

**Insurer D:** Pacific Insurance Company, Limited
$10046

**Coverages**

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<tr>
<th>Insured</th>
<th>Certificate Number</th>
<th>Revision Number</th>
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<tr>
<td>A</td>
<td>X COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
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<tr>
<td>B</td>
<td>X AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO OWNED</td>
<td>SCHEDULED AUTOS</td>
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<td>NON-OWNED</td>
<td>AUTOS ONLY</td>
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<td>C</td>
<td>X UMBRELLA LIABILITY</td>
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<td>EXCESS</td>
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<td>CLAIMS-MADE</td>
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<td>RETENTIONS</td>
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<td>W</td>
<td>X WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY</td>
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<td>ANY PROPRIETOR/GRANT/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED</td>
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**Limitations:**

- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES: $100,000
- MED EXP (Any one person): $10,000
- PERSONAL & ADJ INJURY: $1,000,000
- GENERAL AGGREGATE: $2,000,000
- PRODUCTS - COMMODITY: $2,000,000

**Date:** 12/6/2022

**Certificate Holder:**
City of Inglewood
Attn: COI
One Manchester Boulevard
PO Box 6950
Inglewood, CA 90301

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

DUTIES OF AN ADDITIONAL INSURED

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
i. How, when and where the "occurrence" or offense took place;

II. The names and addresses of any injured persons and witnesses; and

III. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
   (2) A watercraft you do not own that is:
   (a) 75 feet long or less; and
   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:
   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
      (1) 75 feet long or less; and
      (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director or "employee" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.
D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-employee while in the course of the co-employee's employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

   (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

   (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;
as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,
subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:
   (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
   (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.1 of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,
occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   a. $10,000; or

   b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.
N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
This endorsement changes the policy. Please read it carefully.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For HIRED AUTO PHYSICAL DAMAGE COVERAGE, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:
No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one “accident”.

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type.

J. PERSONAL PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Personal Property
We will pay up to $400 for “loss” to wearing apparel and other personal property which is:
(1) Owned by an “insured”; and
(2) In or on your covered “auto”.
This coverage applies only in the event of a total theft of your covered “auto”.
No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Exclusion 3.a. does not apply to “loss” to one or more airbags in a covered “auto” you own that inflate due to a cause other than a cause of “loss” set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that “auto” is a covered “auto” for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one “loss”.

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:
Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

(a) You (if you are an individual);
b. A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any “employee” authorized by you to give notice of the “accident” or “loss”.

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:
Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

### Schedule

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<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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<td>ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.</td>
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<th>Endorsement Effective</th>
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<td>UB-5R147157-21-43-G</td>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED – WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Inglewood
One Manchester Boulevard
PO Box 6500
Inglewood, CA 90301

PROJECT/LOCATION OF COVERED OPERATIONS:

PROVISIONS

1. The following is added to SECTION II – WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of your work to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by your work and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The following is added to Paragraph 4.a. of SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance".

But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

   i. How, when and where the "occurrence" or offense took place;

   ii. The names and addresses of any injured persons and witnesses; and

   iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

   i. Immediately record the specifics of the claim or "suit" and the date received; and
   ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
ATTACHMENT NO. 4
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this _______ day of __________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and J. LEE ENGINEERING, INC., (the “Consultant”) a California Corporation with a Corporate number of C2215326 and with its corporate headquarters located at 430 South Garfield, Avenue, Suite 301, Alhambra, California 91801.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-
to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.
9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.
10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.
11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.
12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 — CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 — TERM

This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 — COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of
this Agreement. Consultant understands and agrees that the Services contemplated
by this Agreement are non-exclusive to the Consultant. Consultant understands and
agrees that the Compensation Pool amount will be shared by other consultants.
Consultant agrees that should it be assigned any Services contemplated by this
Agreement, it shall be paid from this Pool. Consultant further understands and agrees
that the City makes no promises that the Consultant shall be assigned any Services or
earn any Compensation. In no event shall Consultant be paid an amount exceeding the
amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit
“A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services
contemplated hereunder and which have been completed within that thirty (30) day
period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s
services rendered and include all compensation for any expenses incurred by the
Consultant for providing services including but not limited to travel, lodging, food,
clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination
of this Agreement. The City shall pay the Consultant in the ordinary course of the City
business, and agrees that it will use its best efforts to avoid all unnecessary delays in
processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;
g. total amount billed to date;
h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.
ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
J. Lee,
President
J. Lee Engineering, Inc.
430 South Garfield Avenue,
Suite 301
Alhambra, California 91801

AGENT FOR SERVICE OF PROCESS
Jaeyol Lee
430 South Garfield Avenue, Suite 301
Alhambra, California 91801

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting
principles and shall be sufficiently complete and detailed so as to permit an accurate
evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all
such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

"Documents" as used in this Article means original studies, surveys, reports, data,
substantive notes, and other evidence used in preparation of various reports, whether existing
as electronic files or in hard copy. "Documents" does not refer to informal communications
such as emails and staff notes, whether those communications are internal to the Consultant's
staff or between the Consultant and any subconsultant(s). All documents prepared, developed,
or discovered by the Consultant in the course of providing any services pursuant to this
Agreement shall remain the sole property of the City and may not be used, reused, or
otherwise disposed of without the permission of the City. Upon completion, expiration, or
termination of this Agreement, the Consultant shall give the City all such documents within ten
(10) days of delivery of termination notice, completion or expiration of this Agreement, at no
cost to the City. In the event the City requires or desires other information in the control of the
Consultant that is not a document as described above (such as informal communications, staff
notes, and other correspondence), the Consultant shall provide any requested information to
the City within thirty (30) days. The City acknowledges that its alteration of documents without
the consent of the Consultant, or use of the documents for any purpose other than the
project, is at the City's own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

///
ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

ATTEST:

Aisha L. Thompson,
City Clerk

J. LEE ENGINEERING, INC.

J. Lee,
President

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Scope of Services for Building Safety Plan Check and Inspection Services

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.
3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hours / overtime work as well.
4. Consultant to provide a vehicle for the purpose of conducting all inspections.
5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.
6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEES PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 70% |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 1.5 x 70% |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 50% |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 70% |
| Hourly Rate for Plan Check (all disciplines): | $120 / Sr. Plan Check Engineer $140 |
| Expedited Hourly Rate for Plan Check (all disciplines): | $ 1.5 x Regular Plan Check Fee |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $120 / Sr. Plan Check Engineer $140 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

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Name of Consultant Firm (Print): J.Lee Engineering, Inc.

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Jae Lee, President

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
License # 0E67768
IOA Insurance Services
3675 Hopyard Road
Suite 200
Pleasanton, CA 94588

INSURED
JLee Engineering, Inc.
430 S. Garfield Avenue, #301
Alhambra, CA 91801

CONTACT Gigi Yuen
PHONE (925) 660-3514
EMAIL Gigi.Yuen@ioausa.com

INSURER A: RLI Insurance Company
NAIC # 13056
INSURER B: Arch Insurance Company
NAIC # 11160

COVERAGES
CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCES AFFORDED BY THE POLICIES DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR. TYPE OF INSURANCE ADD'L SUB INSR. POLICY NUMBER POLICY SF DATE POLICY EXP DATE POLICY LIMITS

A X COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE X OCCUR

PSB0010319 9/1/2022 9/1/2023

Jeffery A. Lewis
Digitally signed by
Date: 2023-01-09
07:01:42-08'00'

X 2,000,000
DAMAGE TO RENTED PREMISES (JA EXCEPT)

MED. EXP (Any one person)

PERSONAL & ADJ INJURY

GENERAL AGGREGATE

PRODUCTS - COMD/PD AGG

X 2,000,000

A X AUTOMOBILE LIABILITY
ANY AUTO
OWNED AUTO ONLY
SCHEDULED AUTOS
HIRENED AUTO ONLY
NONOWNED AUTO ONLY

PSA0003335 9/1/2022 9/1/2023

COMBINED SINGLE LIMIT (Sa accident)

BOILY INJURY (Per person)

BOILY INJURY (Per accident)

PROPERTY DAMAGE (Per accident)

X 2,000,000

A X UMBRELLA LIABILITY
EXCESS LIAB
CLAIMS-MADE

PSE0005052 9/1/2022 9/1/2023

X 2,000,000

A X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

PSW0005581 9/1/2022 9/1/2023

X 1,000,000

B X PROFESSIONAL LIABILITY

PAAEP00102504 9/1/2022 9/1/2023

B X PROFESSIONAL LIABILITY

PAAEP00102504 9/1/2022 9/1/2023

Per Claim

Aggregate

1,000,000

2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Operations of the Named Insured:

General Liability: See ADDITIONAL INSURED ENDORSEMENT attached; such coverage is PRIMARY & NON-CONTRIBUTORY, as required per written contract.

Auto Liability: NOT THE INSURED OWNS NO COMPANY CARS. Aforementioned General Liability includes coverage for Hire & Non-Owned Auto Liability.

GENERAL LIABILITY ADDITIONAL INSURED INCLUDES THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

City of Inglewood, its officials, employees, and authorized agents and/or as required per written contract.

CERTIFICATE HOLDER
City of Inglewood
Economic and Community Development Department
Building Safety Division
One Manchester Boulevard, 4th Floor
Inglewood, CA 90301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gigi Yuen

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The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Inglewood, its officials, employees, and authorized agents and/or as required per written contract

PROJECT/LOCATION OF COVERED OPERATIONS: All operations of the Named Insured

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or
c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any "professional services".
e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
B. The following is added to Paragraph a. of 4.
Other Insurance in COMMERCIAL
GENERAL LIABILITY CONDITIONS
(Section IV):

However, if you specifically agree in a
"contract or agreement requiring insurance" that, for the additional insured shown in the
Schedule, the insurance provided to that
additional insured under this Coverage Part
must apply on a primary basis, or a primary
and non-contributory basis, this insurance is
primary to other insurance that is available to
such additional insured which covers such
additional insured as a named insured, and we
will not share with the other insurance,
provided that:

(1) The “bodily injury” or “property damage”
for which coverage is sought occurs; and

(2) The “personal injury” for which coverage
is sought arises out of an offense
committed;

after you have entered into that "contract or
agreement requiring insurance" for such
additional insured. But this insurance still is
excess over valid and collectible other
insurance, whether primary, excess,
contingent or on any other basis, that is
available to the additional insured when the
additional insured is also an additional insured
under any other insurance.

C. The following is added to Paragraph 8.
Transfer Of Rights Of Recovery Against
Others To Us in COMMERCIAL GENERAL
LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have
against the additional insured shown in the
Schedule above because of payments we
make for “bodily injury”, “property damage” or
“personal injury” arising out of “your work” on
or for the project, or at the location, shown in
the Schedule above, performed by you, or on
your behalf, under a “contract or agreement
requiring insurance” with that additional
insured. We waive these rights only where
you have agreed to do so as part of the
“contract or agreement requiring insurance”
with that additional insured entered into by you
before, and in effect when, the “bodily injury”
or “property damage” occurs, or the “personal
injury” offense is committed.

D. The following definition is added to
DEFINITIONS (Section V):

“Contract or agreement requiring insurance”
means that part of any contract or agreement
under which you are required to include the
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-01-2022

Insured

JLee Engineering, Inc.

Policy No. PSW0005581

Endorsement No.

Insured Company

RLI Insurance Company

Countersigned By

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Carrier</th>
<th>Eff. Date</th>
<th>Exp. Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Liability</td>
<td>RLI Insurance Company</td>
<td>09/01/2022</td>
<td>09/01/2023</td>
<td>Occurrence $2,000,000</td>
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<td></td>
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<td></td>
<td></td>
<td>Aggregate $4,000,000</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>N/A</td>
<td></td>
<td></td>
<td>Each Employee $</td>
</tr>
<tr>
<td>Liability</td>
<td></td>
<td></td>
<td></td>
<td>Aggregate $</td>
</tr>
<tr>
<td>Employers' Liability</td>
<td>RLI Insurance Company</td>
<td>09/01/2022</td>
<td>09/01/2023</td>
<td>Each Accident $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disease Each Employee $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disease Policy Limit $1,000,000</td>
</tr>
<tr>
<td>Business Auto</td>
<td>RLI Insurance Company</td>
<td>09/01/2022</td>
<td>09/01/2023</td>
<td>Each Accident $1,000,000</td>
</tr>
<tr>
<td>Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
ATTACHMENT NO. 5
AGREEMENT NO.:

THIS AGREEMENT is made and entered into this ______ day of __________, 2022, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and CALIFORNIA CODE SPECIALTIES, INC., (the "Consultant") a California Corporation with a Corporate number of C4136143, and with its corporate headquarters located at 19209 Crossdale Avenue, Cerritos, California 90703.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., and J. Lee Engineering, Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the "Services"); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as
the "Party" and collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City's Assignment, in a professional, and timely manner and in accordance
   with Exhibit "A," "Scope of Services for Building Safety Plan Check and Inspection
   Services for the Inglewood. Exhibit "A," is incorporated herein by this reference as if
   set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order
   of precedence shall be (in descending order):
      a. Amended Agreements, Change orders, and City Assignments (whichever occurs
         last);
      b. This Agreement;
      c. Exhibit "A."

2. Provide in-house Inspection services, and Plan Check services from the firm's office or
   City in-house Plan Check Services, if needed, for compliance with the latest applicable
   State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City's work week is Monday through Friday, from
   7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the
   directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of
   such Task, shall be automatically incorporated into this Agreement, and therefore shall
   be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry
   practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this
   Agreement.

7. Respond within 48 hours of notice from the City's Building Official, or as agreed to by
   the City's Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-
to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 – CITY’S DUTIES
The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 – TERM
This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 – COMPENSATION
1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;

g. total amount billed to date;

h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

CITY:  
Aisha L. Thompson,  
City Clerk  
City of Inglewood  
One Manchester Boulevard  
California 90301-1750

CONSULTANT:  
Craig Bragg  
Principal-In-Charge  
California Code Specialties, Inc.  
19209 Crossdale Avenue,  
Cerritos, California 90703

WITH COPY TO:  
Building Safety Official,  
One Manchester Boulevard  
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS  
Craig Bragg  
19209 Crossdale Avenue,  
Cerritos, California 90703

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, insurance
against claims for injuries to persons or damages to property, which may arise from or in
connection with the performance of the Work hereunder by the Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$2,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than **$2,000,000** per occurrence or claim, **$4,000,000** aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance
maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

**Waiver of Subrogation**

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made
policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the
matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a
material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

________________________
James T. Butts, Jr.,
Mayor

CALIFORNIA CODE SPECIALTIES,
INC.

________________________
Craig Bragg,
Principal-in-Charge

ATTEST:

________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

________________________
Kenneth R. Campos,
City Attorney
Exhibit "A"

CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

Mandhir Singh
Building Official

Christopher E. Jackson, Sr.
Department Manager

SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City's electronic file storage system.
7. All plan check work will typically be performed at the consultant's office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Check Fee as a percentage of City’s Building Plan Check Fee</td>
<td>75%</td>
</tr>
<tr>
<td>Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee</td>
<td>110%</td>
</tr>
<tr>
<td>Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee</td>
<td>45%</td>
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<tr>
<td>Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee</td>
<td>60%</td>
</tr>
<tr>
<td>Hourly Rate for Plan Check (all disciplines): $</td>
<td>105.00</td>
</tr>
<tr>
<td>Expedited Hourly Rate for Plan Check (all disciplines): $</td>
<td>195.00</td>
</tr>
<tr>
<td>In-House (at City Hall) Plan Check Engineer hourly rate: $</td>
<td>130.00</td>
</tr>
</tbody>
</table>

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$130.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$114.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$98.00</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$111.00</td>
</tr>
<tr>
<td>Mechanical Inspector</td>
<td>$111.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$111.00</td>
</tr>
<tr>
<td>CASp Inspector</td>
<td>$130.00</td>
</tr>
</tbody>
</table>
Name of Consultant Firm (Print): CALIFORNIA CODE SPECIALTIES INC

Service(s) Consultant Providing:

☐ Both Plan Check and Inspection Services    ☐ Plan Check Services only    ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):

[Signature]

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cornerstone Specialty Insurance Services, Inc.
14252 Culver Drive, A299
Irvine
CA 92864

INSURED
CALIFORNIA CODE SPECIALTIES
19209 Crossdate Avenue
Corris
CA 90703

CONTACT NAME: Ashley Greenberg
PHONE: (714) 731-7700
PHONE (Alt. No.): (714) 731-7750
E-MAIL: ashley@cornerstonespecialty.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Continental Casualty Company
20443
INSURER B: Nati Fire Ins. Co. of Hartford
20478
INSURER C: Valley Forge Insurance Company
20508
INSURER D: Travelers Casualty & Surety Co. of America

CREDENTIALS:

COVERAGES
CERTIFICATE NUMBER: 2022-2023 COVERAGES
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>N/A</td>
<td>Y 7012659705</td>
<td>02/08/2022</td>
<td>02/08/2023</td>
<td>Jeffery A Lewis</td>
</tr>
<tr>
<td>B AUTOMOBILE LIABILITY</td>
<td>N/A</td>
<td>Y 7013021168</td>
<td>07/02/12</td>
<td>08/08/2023</td>
<td>DIGITALLY SIGNED BY JEFFERY A LEWIS</td>
</tr>
<tr>
<td>C UMBRELLA LIABILITY</td>
<td>N/A</td>
<td>Y 7012720449</td>
<td>02/08/2022</td>
<td>02/08/2023</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td>D PROFESSIONAL LIABILITY</td>
<td>N/A</td>
<td>Y 107403062</td>
<td>03/18/2022</td>
<td>03/10/2023</td>
<td>EACH CLAIM</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Operations.
City of Inglewood, its officers, officials, employees, or volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

City of Inglewood
One Manchester Blvd.
4th Floor
Inglewood
CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley Greenberg

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION / AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

1. Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation

A. Who Is An Insured is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

   a. "Bodily injury" or "property damage"; or

   b. Offense that caused the "personal and advertising injury;"
      for which the additional insured seeks coverage.

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to such person or organization's liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury to the extent caused by:
      (1) Your acts or omissions; or
      (2) Acts or omissions of those acting on your behalf;
      in the performance of your ongoing operations specified in the written contract; or

   b. "Bodily injury" or "property damage" to the extent caused by "your work" specified in the written contract or written agreement and included in the "products-completed operations hazard", but only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:
a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. This insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSEOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3., and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under Business Liability insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

D. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, Who Is An Insured is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the Estates, Legal Representatives and Spouses provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

E. Blanket Waiver of Subrogation

The condition entitled Transfer of Rights of Recovery Against Others To Us of the BUSINESSEOWNERS COMMON POLICY CONDITIONS is amended to delete paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we
make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

2. Amendment- Aggregate Limits of Insurance (Per Project)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A.1., and for all medical expenses caused by accidents under Coverage A.2., which can be attributed only to ongoing operations at a single construction project:

1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.

2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage A.1., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage A.2. regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A.1. for damages or under Coverage A.2. for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.

4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.

B. All:

1. Damages because of "personal and advertising injury", regardless of the number of construction projects involved;

2. Damages under Coverage A.1. which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

3. Medical expenses under Coverage A.2. caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;

will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not the General Aggregate limit nor any Construction Project General Aggregate limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

SB300176E (Ed. 10-19)
Page 3 of 3

Copyright, CNA All Rights Reserved.
This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers’ Compensation Insurance G. Recovery From Others and Part Two - Employers’ Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
ATTACHMENT NO. 6
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this ________ day of ________, 2022, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and TRUE NORTH COMPLIANCE SERVICES, INC., (the "Consultant") a California Corporation with a Corporate number of C4554500 and with its corporate headquarters located at 3939 Atlantic Avenue, Long Beach, California 90807.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the "Services"); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the "Party" and collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City's Assignment, in a professional, and timely manner and in accordance with Exhibit "A," "Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit "A," is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit "A."

2. Provide in-house Inspection services, and Plan Check services from the firm's office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City's Building Official, or as agreed to by the City's Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the "Pool") during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit "A."

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;
g. total amount billed to date;
h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

**CITY:**
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

**CONULTANT:**
Isam Hasenin,
President
True North Compliance Services, Inc.
3939 Atlantic Avenue,
Long Beach, California 90807

**WITH COPY TO:**
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

**AGENT FOR SERVICE OF PROCESS**
Robert J. Steinberger
550 West C. Street, Suite 1155
San Diego, California 92101

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

**ARTICLE 7 – INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain for the duration of the Contract, insurance
against claims for injuries to persons or damages to property, which may arise from or in
connection with the performance of the Work hereunder by the Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance
maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled**, except with notice to the City.

**Waiver of Subrogation**

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made
Policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the
matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

**ARTICLE 9 – AUDIT**

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

**ARTICLE 10 – BOOKS AND RECORDS**

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant's staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City's own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant's duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any
court of competent jurisdiction, the same shall be deemed severable from the remainder of
the Agreement and shall in no way affect any other covenant or condition herein contained as
long as the invalid provision does not render the Agreement meaningless with regard to a
material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

ATTEST:

Aisha L. Thompson,
City Clerk

TRUE NORTH COMPLIANCE SERVICES, INC.

Isam Hasenin,
President

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Slope of Services for Building Safety Plan Check and Inspection Services

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all Inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEES PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 65 % |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 100 % |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 45 % |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 85 % |
| Hourly Rate for Plan Check (all disciplines): | $ 135 |
| Expedited Hourly Rate for Plan Check (all disciplines): | $ 185 |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $ 155 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

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<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<tr>
<td>Lead Combination Building Inspector</td>
<td>$ 125</td>
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<tr>
<td>Senior Combination Building Inspector</td>
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<tr>
<td>Combination Building Inspector</td>
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<td>Plumbing Inspector</td>
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<td>Electrical Inspector</td>
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<td>CASp Inspector</td>
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</table>
**Name of Consultant Firm (Print):** True North Compliance Services, Inc.

**Service(s) Consultant Providing:**
- ✔ Both Plan Check and Inspection Services
- ☐ Plan Check Services only
- ☐ Inspection Services only

**Person authorized to sign on behalf of Consultant Firm (Print):** Isam Hasenin, President

[Signature]

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 450
Irving, CA 92614
www.risk-strategies.com
CA DOI License No. 0F06675

INSURED
True North Compliance Services, Inc.
3939 Atlantic Avenue, Suite 224
Long Beach CA 90807

CONTACT
NAME: Risk Strategies Company
PHONE: 949-242-8240
FAX: N/A
EMAIL: syoung@risk-strategies.com

CERTIFICATE NUMBER: 70869749

COVERAGES

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<tr>
<th>INSURER</th>
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<tr>
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<td>31534</td>
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<tr>
<td>B</td>
<td>The Hangover American Insurance Company</td>
<td>39664</td>
</tr>
<tr>
<td>C</td>
<td>Travelers Casualty and Surety Co of America</td>
<td>31194</td>
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REVOLUTION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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</table>

Jeffery A. Lewis
Date: 2023.01.09
07:02:37 -08'00'

Signature

Jeffery A. Lewis

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

© 1988-2015 ACORD CORPORATION. All rights reserved.
Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: True North Compliance Services, Inc.  
POLICY NUMBER: OB3J114022

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT
Additional Insured by Contract, Agreement or Permit

A. Section II – Liability, C – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

(i) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;

(ii) Premises you own, rent, lease, or occupy; or

(iii) Your maintenance, operation or use of equipment leased to you.

This provision does not apply:

(1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily Injury", "property damage", "personal injury" or "advertising injury".

(2) To any person or organization Included as an Insured by an endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the "bodily Injury", "property damage", "personal injury" or "advertising Injury" occurs out of sole negligence of the lessor.

(4) To any of: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" occurs out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – Liability, C. Who is an Insured is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under SECTION II – LIABILITY of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance: This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: (a) For the sole negligence of the Additional Insured; (b) When the Additional Insured is an Additional Insured under another primary liability policy; or (c) When b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.

2. Excess Insurance:

(a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.

0869749 | 22-23 GL-HBGA-UMB-NC-PL | Sherry Young | 10/18/2022 3:03:58 PM (PDT) | Page 2 of 4
(v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
(vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

(3) **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Per Project Aggregate**

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:
   The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
   1. "Your project" means:
      a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
      b. Does not include any "location" listed in the Declarations.
   2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and, b. Separately to each insured against whom claim is made or "suit" is brought.

**Waiver Of Subrogation**

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** (**Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization **where required by written contract** because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization **where required by written contract**.

**Notice Of Cancellation**

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to **90 Days**.

\[Signature\]

**AUTHORIZED REPRESENTATIVE**

*From Hanover Forms: 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

### Schedule

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<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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APPLIES AS BLANKET WAIVER FOR THOSE HAVING A WRITTEN CONTRACT WITH THE POLICYHOLDER REQUIRING WOS FOR WC POLICYHOLDER EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/27/2022  
Policy No. WZ3-J114000-00  
Insured True North Compliance Services, Inc.  
Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY  
Countersigned By

WC 04 03 06 (Ed 04-84)
ATTACHMENT NO. 7
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this ________ day of __________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and INTERWEST CONSULTING GROUP, INC., (the “Consultant”) a Colorado Corporation with a Corporate number of C2415639 and with its corporate headquarters located at 3755 Precision Drive, Suite 140, Loveland, Colorado 80538 and a local place of business located at 1 Jenner, Suite 160, Irvine, California 92618.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.
7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

**ARTICLE 2 – CITY’S DUTIES**

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.
ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.
6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
   f. total amount for invoiced Services;
   g. total amount billed to date;
   h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.
In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Paul Meschino,
President
Interwest Consulting Group, Inc.
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
Email: pmeschino@interwestgrp.com

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
C T Corporation System (C0168406)

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.
MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or
equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state
with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.
ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

“Documents” as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the
documents for any purpose other than the project, is at the City’s own risk and without
liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall
not train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant
which will fulfill the duties and obligations imposed under this Agreement. In recognition of
that interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

///
ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other
Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

**ARTICLE 19 – GOVERNING LAW; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**ARTICLE 20 – MISCELLANEOUS**

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
date and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

ATTEST:

Aisha L. Thompson,
City Clerk

INTERWEST CONSULTING GROUP,
INC.

Christopher
B Giordano

Chris Giordano,
CEO

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 77%      |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 115%     |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 55%      |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 70%      |
| Hourly Rate for Plan Check (all disciplines): | $110     |
| Expedited Hourly Rate for Plan Check (all disciplines): | $165     |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $165     |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

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<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<tr>
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<td>Senior Combination Building Inspector</td>
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<td>Plumbing Inspector</td>
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<td>Mechanical Inspector</td>
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<td>Electrical Inspector</td>
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<td>CASp Inspector</td>
<td>$120</td>
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</table>
Name of Consultant Firm (Print): INTERWEST CONSULTING GROUP, INC

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  □ Plan Check Services only  □ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Paul Meschino, President

Signature of Authorized Person
# Certificate of Liability Insurance

**Producer:** RBN Insurance Services  
303 E Wacker Dr Ste 650  
Chicago IL 60601

**Contact:** Symane White  
PHONE: 312-856-9409  
FAX: 312-856-9425  
EMAIL: swhite@rbninsurance.com

**Insured:** Interwest Consulting Group  
444 N. Cleveland Ave.  
Loveland CO 80537

**Certificate Number:** 20315703

**Revised Number:**

**Date:** 12/15/2022

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## Cov coverages

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Coverages

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<th>Additional (Insured)</th>
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</table>

**Description of Operations/Locations/Vehicles:** The City of Inglewood, its officials, employees, and agents are additionally insured on a primary and non-contributory basis with respect to General Liability and Auto Liability as required by written contract. 30 days’ notice of cancellation applies.

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## Certificate Holder

**City of Inglewood**  
One Manchester Boulevard  
Inglewood CA 90301

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**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

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© 1988-2019 ACORD Corporation. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED
   A. Subsidiaries and Newly Acquired or Formed Organizations
      The Named Insured shown in the Declarations is amended to include:
      (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
      (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
         (a) That is a partnership or joint venture,
         (b) That is an "insured" under any other policy,
         (c) That has exhausted its Limit of Insurance under any other policy, or
         (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
      Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.
   B. Employees as Insureds
      Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:
      d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
   C. Lessors as Insureds
      Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
      e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
         (1) The agreement requires you to provide direct primary insurance for the lessor and
         (2) The "auto" is leased without a driver.
      Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
   D. Additional Insured if Required by Contract
      (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
      f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and
(2) Subsequent to the execution of such written contract, and
(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or
(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional insureds Other insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract
Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract
This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES
Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:
If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION
EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE
If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;
(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
(3) The cost of repairing or replacing the damaged or stolen property, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE
Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE
Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE
Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE
a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";
(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
(4) Necessary for the normal operation of the covered “auto” or the monitoring of the covered “auto”'s operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for “loss” in any one “accident” to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of “loss”, is:

(1) Permanently installed in or upon the covered “auto” in a housing, opening or other location that is not normally used by the “auto” manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered “auto”, should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered “auto” to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same “accident”, the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an “accident” applies only when the “accident” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired “autos”, the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the “insured’s” responsibility to pay damages for “bodily injury” or “property damage” is determined in a “suit,” the “suit” is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)
16. RESULTANT MENTAL ANGUISH COVERAGE
The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION
Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:
If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE
In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:
ar. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."
c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,
a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE
In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:
In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGE

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

   (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

   b. This insurance applies to "bodily injury" and "property damage" only if:

   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

   (2) The "bodily injury" or "property damage" occurs during the policy period; and

   (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(Includes copyrighted material of Insurance Services Office, Inc. with its permission.)
(1) Professional health care services such as:
   (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, 
       advice or instruction, or the related furnishing of food or beverages;
   (b) Any health or therapeutic service, 
       treatment, advice or instruction; or
   (c) The furnishing or dispensing of drugs 
       or medical, dental, or surgical supplies 
       or appliances; or

(2) First aid services, which include:
   (a) Cardiopulmonary resuscitation, 
       whether performed manually or with a 
       defibrillator; or
   (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with 
all related acts or omissions in the furnishing of these services to any one person will be 
considered one "occurrence".

However, this Incidental Medical Malpractice 
And Good Samaritan Coverage provision applies only if you are not engaged in the 
business or occupation of providing any of the 
services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the 
insured. This exclusion does not apply to "bodily injury" or "property damage" resulting 
from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by 
reason of the assumption of liability in a contract or agreement. This exclusion does not 
apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the 
"bodily injury" or "property damage" occurs subsequent to the execution of the 
contract or agreement. Solely for the 
purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an 
insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the 
cost of, that party's defense has also 
been assumed in the same "insured 
contract"; and

(b) Such attorney fees and litigation 
expenses are for defense of that party 
against a civil or alternative dispute 
resolution proceeding in which 
damages to which this insurance 
applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which 
any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication 
of any person;

(2) The furnishing of alcoholic beverages to a 
person under the legal drinking age or 
under the influence of alcohol; or

(3) Any statute, ordinance or regulation 
relating to the sale, gift, distribution or use 
of alcoholic beverages.

This exclusion applies even if the claims 
against any insured allege negligence or 
other wrongdoing in:

(a) The supervision, hiring, employment, 
training or monitoring of others by that 
insured; or

(b) Providing or failing to provide 
transportation with respect to any 
person that may be under the influence 
of alcohol;

if the "occurrence" which caused the "bodily 
injury" or "property damage", involved that 
which is described in Paragraph (1), (2) or (3) 
above.

However, this exclusion applies only if you 
are in the business of manufacturing, 
distributing, selling, serving or furnishing 
alcoholic beverages. For the purposes of this 
exclusion, permitting a person to bring 
alcoholic beverages on your premises, for 
consumption on your premises, whether or 
not a fee is charged or a license is required 
for such activity, is not by itself considered the 
business of selling, serving or furnishing 
alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' 
compensation, disability benefits or 
unemployment compensation law or any 
similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of 
and in the course of:
(a) Employment by the insured; or
(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the
operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment";

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage" whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stuntng activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,
enforcement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.
However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices
   "Bodily injury" to:
   (1) A person arising out of any "employment-related practices"; or
   (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:
   (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
   (2) Whether the insured may be liable as an employer or in any other capacity; and
   (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos
   (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
   (2) Any damages, judgments, settlements, loss, costs or expenses that:
      (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
      (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
      (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law
   "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
   (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
   (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
   (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
   (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion
Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY
1. Insuring Agreement
a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or
settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity, or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the
insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

i. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices";

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.
This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard";

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
f. Products-Completed Operations Hazard
   Included within the "products-completed operations hazard".

g. Coverage A Exclusions
   Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Employees And Volunteer Workers
      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

      (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

2) "Property damage" to property:
   (a) Owned, occupied or used by,

   (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. Real Estate Manager

   Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Temporary Custodians Of Your Property

   Any person or organization having proper temporary custody of your property if you die, but only:

   (1) With respect to liability arising out of the maintenance or use of that property; and

   (2) Until your legal representative has been appointed.

   d. Legal Representative If You Die

   Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. Unnamed Subsidiary

   Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.
The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The following person(s) or organization(s) are an additional insured under this provision only for that period of time required by the contract or agreement:

- A person or organization is an additional insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors
Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(i) The insurance afforded the vendor is subject to the following additional exclusions:

- This insurance does not apply to:

  (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

  This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

  (b) Any express warranty unauthorized by you;

  (c) Any physical or chemical change in the product made intentionally by the vendor;

  (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

  (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

  (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

  (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;
(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit Is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one occurrence.

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.
In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit
Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:
   a. The limits of insurance specified in the written contract or written agreement; or
   b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
   a. Notice Of Occurrence Or Offense
   You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim
   If a claim is made or "suit" is brought against any insured, you or any additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

   You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured
   You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost
   No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance
   If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

   However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit
   Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:
      (1) You or any additional insured that is an individual;
      (2) Any partner, if you or the additional insured is a partnership;
(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured’s own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against such suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the
nonrenewal not less than 30 days before the expiration date.
If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS
1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
   (2) Television;
   (3) Billboard;
   (4) Magazine;
   (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease
   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to
Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto";

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   (1) Power cranes, shovels, loaders, diggers or drills; or

   (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

   (a) Snow removal;

   (b) Road maintenance, but not construction or resurfacing; or

   (c) Street cleaning;
(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
   d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
   f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
   g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
         (a) When all of the work called for in your contract has been completed.
         (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
         (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

   b. Does not include "bodily injury" or "property damage" arising out of:
      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was caused by the "loading or unloading" of that vehicle by any insured;
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
      (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
   a. Stored as or on;
   b. Created or used on; or
   c. Transmitted to or from;
   computer software, including systems and applications software, hard or floppy disks, CD-
ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.
ATTACHMENT NO. 8
AGREEMENT NO.:

THIS AGREEMENT is made and entered into this _________ day of _________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and JASON ADDISON SMITH CONSULTING SERVICES INC. dba JAS PACIFIC, (the “Consultant”) a California Corporation with a Corporate number of C1858712 and with its corporate headquarters located at 201 North Euclid Avenue, Suite A, Upland, California 91786.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

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NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;
g. total amount billed to date;
h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

**CITY:**
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

**CONSULTANT:**
Rajes Patel,
President
Jason Addison Smith Consulting
Services, Inc., dba JAS Pacific
201 North Euclid Avenue, Suite A
Upland, California 91786

**WITH COPY TO:**
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

**AGENT FOR SERVICE OF PROCESS**
Thomas J Skane
2603 Main Street, Suite 1050
Irvine, California 92614

**WITH COPY TO:**
Rajes Patel
P.O. Box 2002
Upland, California 91730

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

**ARTICLE 7 – INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain for the duration of the Contract, insurance
against claims for injuries to persons or damages to property, which may arise from or in
connection with the performance of the Work hereunder by the Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01
   covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per**
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 8 – INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant's work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City's address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant's performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

“Documents” as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.

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ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

JASON ADDISON SMITH
CONSULTING SERVICES, INC., dba
JAS PACIFIC

Rajes Patel,
President

ATTEST:

James T. Butts, Jr.,
Mayor

APPROVED AS TO FORM:

Aisha L. Thompson,
City Clerk

Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service—either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.

3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.

4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.

5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.

6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.

7. All plan check work will typically be performed at the consultant's office(s) unless the City requires plan check to be performed at City Hall.

8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 65 %* |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 97.5 %* |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 40 %* |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 25 %* |
| Hourly Rate for Plan Check (all disciplines): | $115.00 |
| Expedited Hourly Rate for Plan Check (all disciplines): | $172.50 |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $145.00 |

*All percentage based projects to have a minimum billable fee of $250.00

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$110.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$105.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>Mechanical Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>CASp Inspector</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
Name of Consultant Firm (Print):
JAS Pacific

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):
Rajee Patel | President

______________________________
Signature of Authorized Person
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Cornerstones Specialty Insurance Services, Inc.
14252 Culver Drive, A299
Irvine, CA 92604

**INSURED**
JASON ADDISON SMITH CONSULTING SERVICES, INC., DBA: JAS PACIFIC
P.O. Box 2002
Upland, CA 91786

**CERTIFICATE NUMBER:** 22/23 COVERAGE

**REVISION NUMBER:**

**COVERAGES**

**Construction General Liability**
- **Policy Number:** 680-1H350942
- **Date:** 08/08/2022
- **Limit:** $2,000,000

**Commercial Auto Liability**
- **Policy Number:** BA-08428318
- **Date:** 08/08/2022
- **Limit:** $1,000,000

**Workers Compensation**
- **Policy Number:** UB-8K37343A
- **Date:** 08/08/2022
- **Limit:** $1,000,000

**Professional Liability**
- **Policy Number:** 107206206
- **Date:** 08/08/2022
- **Limit:** $2,000,000

**NOTE:** The certificate holder is an ADDITIONAL INSURED.

**SIGNATURES**

- **Jeffery A. Lewis**

**ACORD 25 (2010/03)**

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BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERICAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.
3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS
F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE - GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT
I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph 8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(c) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph G, Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4, Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflated due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by...
such contract. The waiver applies only to the
person or organization designated in such
contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Con-
cealment, Misrepresentation, Or Fraud, of
SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional
error in, any information given by you shall not
prejudice your rights under this insurance. How-
ever this provision does not affect our right to col-
lect additional premium or exercise our right of
cancellation or non-renewal.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:
   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 8.5., other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS:
   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not
enforce our right against the person or organization named in the Schedule.
The additional premium for this endorsement shall be 2.00 % of the California workers’ compensation pre-
mium.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.</td>
<td>ENGINEERS</td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/8/22
Policy No. UB-8K37343A
Insured Jason Addison Smith Consulting Services Inc.

Endorsement No.
Premium

Insurance Company

Countersigned by ________________

DATE OF ISSUE: 08-01-22 ST ASSIGN:
RESOLUTION NO. ______
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA,
AUTHORIZING THE TERMINATION OF
AGREEMENT NO. 21-141 WITH J. LEE
ENGINEERING, CALIFORNIA CODE SPECIALTIES
INC., AND VCA CODE AND AGREEMENT NO. 21-
148 WITH J. LEE ENGINEERING, CSG
CONSULTANTS AND INTERWEST CONSULTING
GROUP.

WHEREAS, on April 13, 2021, the City entered into Agreement No. 21-141 with J. Lee
Engineering, California Code Specialties Inc., and VCA Code for Building Inspection Services;
and

WHEREAS on April 27, 2021, the City entered into Agreement No. 21-148 with J. Lee
Engineering, CSG Consultants and Interwest Consulting Group for Building Plan Check
Services; and

WHEREAS, J. Lee Engineering, CSG Consultants, Interwest Consulting Group, California
Code Specialties Inc., and VCA Code (the “Consultants”) amended their Agreements on
multiple occasions; and

WHEREAS, the City now wants to combine both Building Plan Check and Building
Inspection Services into one agreement which agreement will provide for more choices and a
larger pool to select from; and

WHEREAS, staff will bring an action requesting that the City Council approve
agreements that will combine Building Plan Check and Building Inspection Services; and

WHEREAS, should the City Council approve the combined contracts, there will be no
need to maintain Agreements No. 21-141 and No. 21-148 because these Services will be
provided by the proposed new agreements; and

WHEREAS, staff is requesting the immediate termination of Agreements No. 21-141
and No. 21-148; and

WHEREAS, this resolution shall serve as City’s written notice of termination of Agreements No. 21-141 and No. 21-148 pursuant to Article 5 of both Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California as follows:

SECTION 1.

1. The City Council terminates Agreements No.: 21-141 and No. 21-148 pursuant to Article 5 of each Agreement and which effective date will correspond with the adoption of this Resolution.

2. The City has, or will have, other consultants in place to provide the City with the services once provided by the Consultants under these Agreements.

3. Therefore, the termination of Agreements No. 21-141 and No. 21-148 will not result in a lapse of Service.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Inglewood, California, this ______ day of ______ 2022.

James T. Butts, Jr.,
Mayor

ATTEST:

Aisha L. Thompson,
City Clerk