

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES  
CSG CONSULTANTS, INC.

THIS AMENDMENT NO. 1 to Agreement for Professional Services is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and CSG CONSULTANTS, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 16, 2022 and term extension in Extension No. 1 on August 22, 2024 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$152,000, for new total amount not to exceed \$352,000 for CONTRACTOR's performance of the Services during the extended term; and
4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services by \$867,000, setting the new total allocation for Services in an amount not to exceed \$2,067,000 collectively, and which would include the additional funds requested for the Agreement above; and
5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$867,000; and
6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

CSG CONSULTANTS, INC.,  
a California corporation

\_\_\_\_\_  
CHRISTINA JAROMAY  
Acting City Manager

\_\_\_\_\_  
CYRUS KIANPOUR  
President

Attest:

Approved as to Form:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney



EXTENSION NO. 1  
PROFESSIONAL SERVICES AGREEMENT

CSG CONSULTANTS, INC.

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 22<sup>nd</sup> day of August, 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and CSG CONSULTANTS, INC., a California corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

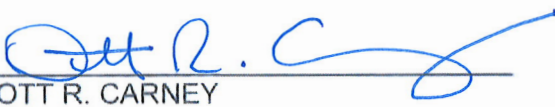
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Building Codes Plan Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services with CSG Consultants, Inc., a California corporation, on November 16, 2022 ("Agreement"), attached hereto as Exhibit A and made part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to utilize the first two (2) year extension option and extend the term of the Agreement to October 31, 2026; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Extension No. 1 on the date and year first above written.

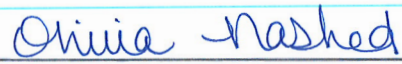
CITY OF LODI, a municipal corporation

CSG CONSULTANTS, INC., a  
California corporation

  
SCOTT R. CARNEY  
City Manager

Cyrus Kianpour  
By: CYRUS KIANPOUR  
Title: President

Attest:

  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
KATIE O. LUCCHESI  
City Attorney

# CSG Extension No. 1\_initialed

Final Audit Report

2024-08-05

Created:	2024-07-31
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATP_TUNrIWKEIWEUfthtOQ9whzqrbrPGk

## "CSG Extension No. 1\_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)  
2024-07-31 - 9:21:31 PM GMT
-  Document emailed to Cyrus Kianpour (cyus@csgengr.com) for signature  
2024-07-31 - 9:22:28 PM GMT
-  Email viewed by Cyrus Kianpour (cyus@csgengr.com)  
2024-07-31 - 10:55:31 PM GMT
-  Document e-signed by Cyrus Kianpour (cyus@csgengr.com)  
Signature Date: 2024-08-05 - 9:09:58 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-05 - 9:09:58 PM GMT



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on November 16, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CSG CONSULTANTS, INC., a California corporation (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for BUILDING CODES PLAN EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on November 1, 2022 and terminates upon the completion of the Scope of Services or on October 31, 2024, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional two (2), two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1    Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2    Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3    Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.



**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Dennis Canright

To CONTRACTOR:      CSG Consultants, Inc.  
                                 1303 J Street, #270  
                                 Sacramento, CA 95814  
                                 Attn: Cyrus Kianpour

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the



services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

#### **Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

#### **Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

#### **Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

#### **Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**


☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

ATTEST:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

CITY OF LODI, a municipal corporation  
  
\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, City Attorney

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

CSG CONSULTANTS, INC., a California corporation

By:   
\_\_\_\_\_  
Name: Cyrus Kianpour  
Title: President

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: 27081000.72450 & 10061000.72450**  
**(Business Unit & Account No.)**

Doc ID:

CA:Rev.09.2022.LT



## Approach to Work

## SECTION

## 3

CSG's proposed team has been selected to best support the specific needs of the City and will deliver the highest level of service through its application of technical expertise, knowledge of municipal processes and procedures, efficient and effective customer care, and application of code compliance combined with innovative and helpful alternatives. Our extensive experience in furnishing comprehensive building and fire life safety services to jurisdictions provides a consistent, strong technical foundation to all projects. From providing leading-edge digital plan review and online plan check status reporting to delivering faster-than-scheduled turnaround times and code interpretations, CSG will deliver the highest quality services to the City of Rocklin. CSG's approach to work includes the following methodologies and key benefits:

- ▶ **A wealth of fully committed and qualified personnel.** We maintain staff that is fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's leading edge, many serve as instructors and lecturers and sit on boards and committees for organizations developing and implementing important code regulations. We also keep current with the latest in procedures and use of products.
- ▶ **Customized, responsive services.** We are skilled at assessing time commitments, developing accurate work plans and applying dedicated, professional personnel with the skills and experience best-suited for the project. We can quickly fine-tune staffing levels to match or adjust to changes in plan review, inspection, and front counter activity and ensure responsiveness to customers. With our digital plan review capabilities, we are able to utilize plan review resources from any of our regional offices. In addition, we excel at coordinating with all agency departments as well as outside agencies.
- ▶ **Rapid turnarounds and expedited services.** With extensive experience in both code application and the digital plan review process, our staff excels at performing expeditious turnarounds while delivering thorough and accurate reviews. We easily match and more often beat any required review turnaround deadlines.
- ▶ **Leading-edge, cost-saving technology and methods.** CSG delivers a suite of digital options—speedy digital plan reviews and electronic versions of plan comments; an easy-to-use online application for plan submittal, tracking and approval of digital plans; and available full scanning and archiving services. In addition, through knowledge gained from service to over 200 public agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services.
- ▶ **Environmentally friendly practices.** Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint and promotes environmental stewardship through environmentally preferable purchasing and other actions including use of a digital plan review system that bypasses paper consumption, and use of duplexing and recycled, post-consumer content paper when printing is necessary.

## BUILDING & FIRE PLAN REVIEW SERVICES

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.

### Compliance Standards

Our engineers and plan reviewers carefully review all plans and documents for compliance with building codes, fire codes, energy conservation standards, and accessibility regulations adopted by the State of California, and all local policies and ordinances including but not limited to:

- ▶ *California Building Code, Volumes 1 and 2*
- ▶ *California Residential Code*
- ▶ *California Electrical Code*
- ▶ *California Plumbing Code*
- ▶ *California Mechanical Code*
- ▶ *California Fire Code*
- ▶ *California Energy Code*
- ▶ *California Green Building Standards Code (CALGreen)*
- ▶ *California Existing Building Code*
- ▶ *California Health and Safety Code*
- ▶ *National Fire Protection Association (NFPA) Standards as adopted and referenced by the State of California (California Code of Regulations, Title-19)*
- ▶ *State Historical Building Code*
- ▶ *NPDES/WQMP/SWPPP Compliance*
- ▶ *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies*



### Digital Plan Review



CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

Leading the field in  
digital plan review  
services for over 20  
years.

Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the agency will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other agency-approved means, enabling staff to immediately modify CSG's checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans at no additional cost.

In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—**with no size limitations**—directly to CSG via our web-based application. Our application



includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved.

Key features of our digital plan review service include:

- ▶ **Efficient.** Plans are pushed to plan review staff the same day they are received.
- ▶ **User-friendly.** CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.
- ▶ **Proven.** We have provided a digital plan review option to our clients for over 20 years.
- ▶ **Non-Proprietary.** CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.

All paper plans submitted to CSG are immediately scanned into digital files for quick and easy access by our clients and plan reviewers.



#### Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, agency staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check. **There is no additional cost for this service.**

#### Plans Pickup and Delivery

CSG will coordinate pickup and delivery of plans and other materials from/to the agency via CSG personnel or an approved alternative service.

#### Green Building and LEED Accreditation

Our Building Division team is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances and includes LEED Accredited Professionals. In addition, CSG Consultants has the qualifications necessary to assist with both the development of policy and the implementation of green and sustainable building practices. CSG's Sustainability Programs division can assist, for example, with construction and demolition debris recycling programs and public outreach to the building industry.

#### OSHPD 3 Reviews

Our professional engineers and certified plans examiners are well-versed in the differences between CBC and OSHPD 3 facilities and have successfully completed OSHPD 3 plan reviews for multiple client agencies.



## BUILDING INSPECTION SERVICES



CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors who work with a team

approach to ensure compliance with applicable codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field.

Key services include but are not limited to the following:

- ▶ *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- ▶ *Offering code interpretation and education*
- ▶ *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- ▶ *Addressing and resolving inquiries*
- ▶ *Maintaining records and files*
- ▶ *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

CSG offers virtual inspections utilizing Google Duo, FaceTime, Skype, MS Teams or other agency-preferred platform.

CSG provides all vehicles, fuel, maintenance, and other equipment necessary for inspectors to carry out duties, with no additional charges.

## CERTIFIED ACCESS SPECIALIST PROGRAM SERVICES

### CASp Plan Review Services



We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified team members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. In accordance with current regulations, CSG can provide CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations.

### CASp Consultation Services

To facilitate the City's compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.



## FIRE INSPECTION SERVICES

CSG offers experienced, CSFM/ICC certified inspectors. Typical responsibilities include but are not limited to providing inspection services for fire and life safety systems and construction and maintaining records and files concerning fire permits and code administration documents. We offer fully integrated, multi-disciplined fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. Our inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers. Specific inspections include, but are not limited to:

- ▶ *Automatic Fire Sprinkler Systems*
- ▶ *Engineered and Pre-engineered Fire Protection Systems (e.g., kitchen hoods, spray booths, clean agent systems)*
- ▶ *Fire Alarm Systems*
- ▶ *Development Improvements (e.g., fire hydrant and other types of water supply systems, fire department access, underground fire Services)*
- ▶ *Fire Code Maintenance/Life Safety (e.g., permitted sites, public and private schools, State licensed facilities, hotels, motels and apartment complexes)*

## CODE ENFORCEMENT

CSG maintains experienced Code Enforcement Officers who are fully trained, licensed, and certified through the California Association of Code Enforcement Officers (CACEO) and the National Environmental Health Association (NEHA) for any code enforcement or health and safety challenges presented.

### Code Enforcement Supervision

CSG can provide interim staffing to augment an agency's code enforcement personnel and day-to-day activities, ensuring, for example, that procedures are followed, caseloads are managed effectively, and that code enforcement officers work fairly and consistently with property owners and reporting parties. Our personnel are adept at serving as liaisons for Code Enforcement units when interacting with members of other departments and the general public. CSG Code Enforcement Managers are available to attend department meetings, committee meetings and City Council meetings when appropriate.. They are also available to accompany code enforcement officers, law enforcement, and other City staff as well as representatives of other agencies on field visits when needed.

In addition, CSG personnel can review existing code enforcement programs—look for efficiencies and help establish appropriate policies and procedures to facilitate the mission of the code enforcement unit.

### Code Enforcement Services

CSG's Code Enforcement Officers work to identify code violations and engage stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the agency. Examples of codes and ordinances enforced include:

- ▶ *Zoning codes*
- ▶ *Building codes*
- ▶ *Housing codes*
- ▶ *Public nuisance codes*
- ▶ *State health & safety codes*
- ▶ *Property Maintenance*
- ▶ *Special concerns such as noise abatement issues, business licensing and permits, work and safety regulations, short term rental enforcement, massage, and human trafficking, and marijuana dispensaries*



Our Code Enforcement Officers have extensive experience and skills in the following key areas:

- *Code enforcement program review and analysis*
- *Code enforcement inspections to encourage voluntary compliance*
- *Preparing administrative remedies including issuing notices of violations and citations*
- *Conducting administrative hearings*
- *Preparing program documentation and staff reports as well as committee and City Council presentations*
- *Testifying on behalf of clients in administrative hearings or criminal court*
- *License and permit application review and processing*
- *Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorneys*
- *Providing information on municipal regulations to property owners, residents, businesses, and the public, as well as for agency departments*
- *Meeting with property owners to obtain compliance*
- *Maintaining records of inspections using online databases such as Infor, Trakit, Accela, and Citizenserve*
- *Writing letters and preparing reports for filing and documentation*

Although a majority of our results are gained by voluntary compliance, our services include a full range of code enforcement activities, including:

- *Enforcing administrative abatements and managing receiverships*
- *Testifying in public hearings and court proceedings on behalf of the agency*
- *Facilitating settlement agreements*
- *Recommending changes to the code*



## COMMITMENT TO EXCELLENCE

### Our People

Our clients benefit from the expertise of our team members who hold a wide variety of project experiences and are motivated to achieve the highest level of technical proficiency and certification. Knowing technical excellence is vital to successful service to our clients and to meeting their jurisdictions' level of safety and code compliance, our team members are ICC certified, include registered engineers, and possess additional required professional certifications. They routinely update their knowledge and skills through attendance of specialized training classes and continuing certification seminars in the most current building codes and standards as well as approved and modern methods, materials, tools and safety practices used in the industry. In addition, we understand that integrity, responsive customer service, and excellent communication and interpersonal skills are critical to on-the-job success, and we actively seek these qualities in our team members.

We also support our team members in their participation in and contributions to the many important associations and organizations within our industry. Many of our team members hold or have held key positions within the organizations listed below and have served as in-demand instructors and trainers.

*League of California Cities*  
*International Code Council*  
*California Building Officials*  
*County Building Officials Association of California*  
*ICC Chapters of Ventura, Central Coast, Los Angeles*  
*Basin, Orange Empire, Foothill, Coachella, Redwood*  
*Empire, Napa-Solano, Peninsula, East Bay, Monterey,*  
*Sacramento Valley, Yosemite, Shasta Cascade*  
*Certified Access Specialist Institute (CASI)*  
*California Fire Chiefs Association*  
*Northern California Fire Prevention Officers*  
*Southern California Fire Prevention Officers*  
*National Fire Protection Association*  
*California Automatic Fire Alarm Association*  
*American Fire Sprinkler Association*  
*National Fire Sprinkler Association*  
*American Public Works Association*  
*American Society of Safety Engineers (ASSE)*  
*Institute of Transportation Engineers*  
*Structural Engineers Association of Northern California*  
*Structural Engineers Association of Southern California*  
*American Planning Association (APA) California Chapter*  
*Orange, Los Angeles, Northern, Sacramento Valley,*  
*Inland Empire, and Central*  
*American Institute of Certified Planners (AIP)*  
*Urban Land Institute (ULI)*  
*International City/County Management Association (ICMA)*



### **Quality Assurance**

Key to our approach to quality assurance is that it must occur throughout the entirety of the project and with the right people involved every step of the way. Our team's unwavering integrity and commitment are combined with our internal processes and leading-edge digital technology to consistently produce quality work products and maintain highly satisfied clients. At project outset, CSG's project manager assigns the most technically specialized team members who, through their experience and training, best understand the needs of our client. Our quality control processes include verifying procedures and code requirements, defining and applying standards used in code applications, and assessing work products to ensure that jurisdictional requirements and expectations are met.

## AVAILABILITY AND CUSTOMER SERVICE

We clearly understand the importance of our role in the success of the City and commit to providing project stakeholders and City staff with the highest level of service while functioning as a seamless extension of the City. We believe effective communication, responsiveness and an intense focus on customer service are essential to developing and continuing a successful working relationship between City staff, project stakeholders and CSG's team members.

### Office Hours and Meeting Availability

#### Plan Review

CSG plan checkers are available for inquiries, at no additional charge, anytime during normal business hours via phone or email, Monday through Friday. Our plan checkers can typically respond to the City for all questions or requests generated during any plan review on the same day, but no later than the following day a request is received.

We recognize the value of pre-design consultation and are available to provide this important service.

For the City's convenience, we can also meet in-person with City staff and project stakeholders, or can utilize video conferencing, if convenient for the parties involved. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well. Our designated project manager will be available in-person for consultation and meetings with a reasonable lead time.

#### Inspection

CSG inspectors can be ready to provide services upon request to CSG's designated project manager. We are flexible and can alter our hours to meet the City's needs. Evening and weekend inspections for special construction events can be accommodated with sufficient notice. CSG staff can typically respond to the City for all questions or requests generated during field inspections on the same day, but no later than the following day a request is received.

#### Code Enforcement

CSG Code Enforcement Officers can be ready to provide services upon request to CSG's designated project manager.



## Fee Schedule

SECTION

6

CSG's fee schedule for proposed work is provided below. CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service. ***This service is provided at no additional cost.***

Plan review is based on a percentage of plan check fees and includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below or as otherwise determined by mutual agreement with the City. RFIs for larger developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the City.

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
<b>BUILDING SERVICES</b>	
Off-site Building Plan Review	70% of City's Plan Check Fee
Expedited Plan review percentage	90% of City's Plan Check Fee
Certified Building Plan Reviewer	\$115
Structural Plan Review (Structural Engineer)	\$150
Structural Plan Review (Professional Engineer)	\$135
Expedited Plan Review hourly	1.5 x Hourly Rate
CASp Inspector	\$135
CASp Consultation	\$135
Certified Senior Building Inspector	\$125
Certified Building Inspector	\$110
<b>FIRE SERVICES</b>	
Fire Plan Review	\$130
Fire Inspection	\$130
Fire Protection Engineer	\$250
<b>CODE ENFORCEMENT SERVICES</b>	
Code Enforcement Manager	\$180
Senior Code Enforcement Officer	\$140
Code Enforcement Officer II	\$130
Code Enforcement Officer I	\$110

*All hourly rates include salaries, benefits, workers compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. Overtime services will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region. CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.*



## EXHIBIT C

**NOTE:** The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

### Insurance Requirements for Design Professionals- Architects/Engineers

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### **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:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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 limits not less than **\$2,000,000** per occurrence or claim.

#### Other Insurance Provisions:

- (a) Additional Named Insured Status  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor 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 of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.



- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. 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. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to 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 City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) 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.
- (m) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.



# 2022 PSA\_CSG\_combined-revised

Final Audit Report

2022-11-08

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