

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
INTERWEST CONSULTING GROUP, 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 INTERWEST CONSULTING GROUP, INC., a Colorado corporation qualified to do business in California, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 11, 2022 and term extension in Extension No. 1 on September 17, 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 \$10,000, for new total amount not to exceed \$10,000 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

INTERWEST CONSULTING GROUP, INC.,
a Colorado corporation qualified to do business in California

CHRISTINA JAROMAY
Acting City Manager

PAUL MESCHINO
President

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney



EXTENSION NO. 1
PROFESSIONAL SERVICES AGREEMENT

INTERWEST CONSULTING GROUP INC.

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 17 day of SEPTEMBER 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and INTERWEST CONSULTING GROUP INC., a Colorado corporation (hereinafter called "CONTRACTOR").

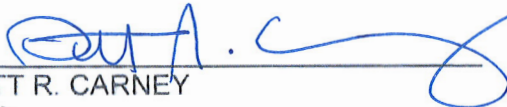
WITNESSETH:

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 Interwest Consulting Group Inc., a Colorado corporation, on November 11, 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

INTERWEST CONSULTING GROUP INC., a
Colorado corporation
SCOTT R. CARNEY
City Manager
Paul MeschinoBy: PAUL MESCHINO
Title: President

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney 

Interwest - Extension No. 1_initialed

Final Audit Report

2024-09-10

Created:	2024-09-10
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
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Agreement completed.

2024-09-10 - 8:48:09 PM GMT



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AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on November 11, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP, INC., a Colorado 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: Interwest Consulting Group, Inc.
 1613 Santa Clara Drive, Suite 100
 Roseville, CA 95661
 Attn: Paul Meschino

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



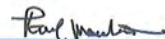
STEPHEN SCHWABAUER
City Manager

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

By: 



INTERWEST CONSULTING GROUP, INC., a
Colorado corporation

By: 

By: Paul Meschino (Nov 7, 2022 16:59 PST)
Name: Paul Meschino
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

2022 PSA_Interwest_initialed combined

Final Audit Report

2022-11-08

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New document URL requested by Paul Meschino (pmeschino@interwestgrp.com)

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Document e-signed by Paul Meschino (pmeschino@interwestgrp.com)

Signature Date: 2022-11-08 - 0:59:10 AM GMT - Time Source: server



Agreement completed.

2022-11-08 - 0:59:10 AM GMT



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Approach

05





Ability to Perform Scope of Services

Interwest has extensive experience and a proven track record of seamlessly integrating building plan review, building inspection, building official services, and community development technician services as-needed, in a cost-effective manner. Our services consist of providing a single staff member or a complete team. We tailor our staff to fit your specific needs. We have previously provided building plan checkers, building inspectors, building official, and community development technician services to the City and have performed numerous plan reviews for a variety of project types.

What the City Can Expect from their Interwest Team

We are very familiar with the City's processes, local concerns, expected turnaround times, and the level of service required to continue providing outstanding support to the Building Safety Department. This in-depth understanding and insight into the City's preferences makes us uniquely qualified to continue providing these services without a "getting to know you" phase that can sometimes lead to service interruptions. Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry. All Interwest Team Members will:

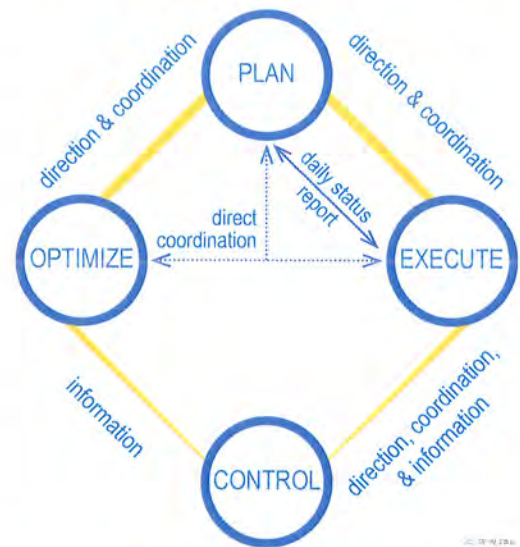
- **Wear/display proper identification.**
- **Possess/maintain the licenses/certifications required to perform compliant plan reviews, building inspection and permitting services.**
- **Be knowledgeable of design principles, local zoning, and topographical site plans.**
- **Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.**
- **Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.**
- **Attend meetings as required by the City.**
- **Always exhibit professional and courteous conduct and an appropriate appearance during interactions.**
- **Meet all job safety requirements and OSHA safety standards.**

Project Management Approach

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework; illustrated to the right, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework illustrated to the right, the Interwest team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support for the City requires a methodology to operate and maintain all areas of service efficiently. The Interwest team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

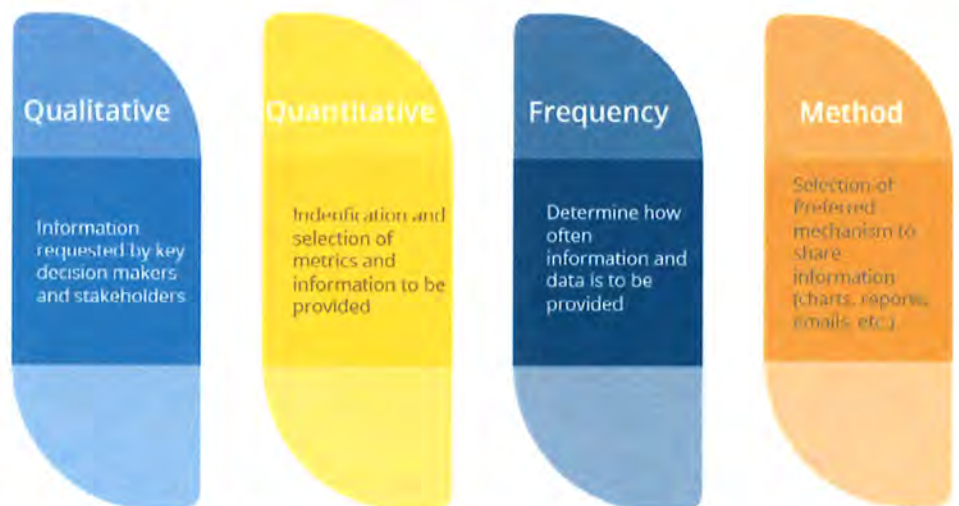
Our team works on multiple tasks simultaneously, and our organizational structure supports the staff in overseeing this process effectively.



The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

Approach to Communication & Coordination

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time. Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and Interwest. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward. We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary. The graphic to the right is a summary of our communication plan.



Plan Review Services

All plans examination services will be performed by a qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards, or local ordinances. They will provide thorough plan reviews in an effort to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

Technical Capabilities in Plan Check Areas

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California-licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested by the Building Official.

Non-Structural Life Safety

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following codes:

- Wood
- Masonry
- Heavy Timber/Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum



Structural

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum

Our engineers have designed or reviewed a wide array of lateral force resisting systems including:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI/AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP Requirements for Existing Building

Mechanical, Plumbing & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy, and Green Building Standards Codes:

- R Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP Requirements for Existing Building

Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations, and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics, including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

Access Compliance – CASp Review

All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection-related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.

Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance, and successfully partner with the disabled community to address the needs and requirements of both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code 'interpretation,' hardship, and code changes.

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- National Fire Protection Referenced Standards pursuant to the above Codes
- Municipal, State or Federal regulations enforced by Fire Departments and Fire Districts

Flood Zones

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guideline and regulations for construction in areas designated as flood zones.

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD-certified inspectors available on an as-needed basis.

Fire Code Plan Review

We have a complete staff of experienced and licensed professional fire protection plans examiners and inspectors for your fire life safety needs. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards, and your local/regional amendments.

Our Fire Plans Examiners and Inspectors are well versed in the use and application of the following model codes, standards, and regulations:

Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Interwest Consulting Group will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

Special Projects and Accelerated Services

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project-specific turnaround goals and procedures with City staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plans examiners will work with the City to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues in a collaborative manner to resolve plan review issues as quickly as possible.

Communicating Plan Review Results



Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings and referencing applicable code sections. Interwest will provide the City with a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

On-Site Consultant Services & Meeting Attendance

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service. Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voicemails, e-mails, and faxes will be responded to as quickly as possible, always within 24 hours.

Electronic Plan Check Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan checks for the City. We are familiar with many electronic plan review platforms. More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.



Plan Review Tracking Method & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City. We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

Building Inspection Services

Building inspectors qualified to perform residential and commercial inspections can be made available as needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes are frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historic buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications, which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

Inspector Qualifications & Certifications

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified. Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

Vitural Inspections

Our staff has begun providing Remote Video Inspections (RVI), which allows for the inspection of a building or building systems using already available video technology. RVI is intended to be a complete and thorough inspection that meets the minimum requirements of the California Codes and local ordinances.

Code Compliance & Enforcement

Code compliance and enforcement services are critical to maintaining property values and for attracting new business and residents to the area. However, the building departments in many communities often use unqualified personnel to perform code enforcement. Although well-intentioned, these employees may not be fluent with the latest state, county, and local laws, ordinances, and amendments. Often, citations are issued that end up in a dispute between the recipient and counter staff. Further, the revenue generated from code enforcement does not cover the cost of the code enforcement officer's salary. The local government must fund code enforcement as an investment in the community.

All Interwest Code Compliance Officers possess the appropriate certifications and registrations and have the required experience to perform code enforcement duties. We keep our personnel up to date on the latest laws and regulations that govern code enforcement. With their thorough knowledge and training in handling disputes respectfully, they will be available to work with your citizens to provide further details about citations or other related issues that surface.

Our employees understand the importance of coordination with your residents, staff, and other departments. As a result, we exercise an appropriate level of professional judgment in resolving issues. We take an educational, proactive, and non-confrontational approach.

An effective Code Enforcement Program improves property values and enhances the presentation to visitors and business prospects. Interwest's Code Compliance Officers approach compliance issues proactively and rely on education, two-way dialogue, and collaboration to achieve a higher percentage of code compliance than that of a heavy-handed approach. Our Code Enforcement Program is customizable, so our Code Compliance Officers will follow Lodi's City Council and staff's direction on how you would like the program to look.

We understand that codes and ordinances can be confusing as well as frustrating. For this reason, our Code Compliance Officers take an educational and personalized approach to service delivery. We will work with residents and business owners to achieve code compliance and reserve the issuance of code violations as a last resort. We treat everyone with respect, whether it is City staff or community members. It is one of Interwest's core values.



We commit to performing all of the Code Enforcement Services responsibilities as outlined in the RFP. The following are some of the deliverables the City can expect from their Interwest Code Compliance Officer:

RESPONSIBILITIES	DELIVERABLES
<ul style="list-style-type: none"> • Actively patrol within the incorporated boundaries of the City • Actively enforce Code Enforcement Codes • Act as an educator of ordinances and regulations • Attends and make presentations to the Mayor and Council when requested by the City Manager • Prepare and maintain all reports, citations, and other documents for action • Prepare and maintain all materials for any Court Action to the Magistrate Court • Meet with the County Code Enforcement personnel to prepare for court cases and attend court sessions • Patrol assigned area to identify violations of Ordinances • Responds to and investigate code violation complaints • Contacts, informs, and warns residents of identified violations and compliance deadlines • Issues Notice of Violations and follow-up letters on violation of Ordinances • Follows up on identified violations to ensure compliance • Work with Business License Clerk to ensure businesses have the required license residents in obtaining compliance with various ordinances and laws • Maintain proper legal records and files with various ordinances and laws • Keep daily logs of code enforcement activities and submit an itemized monthly report of all activities to the City Manager • Reports should be in electronic format where appropriate • Reports to other agencies shall also be submitted as required by law 	<ul style="list-style-type: none"> • Actively patrol within the incorporated boundaries of the City • Actively enforce Code Enforcement Codes • Act as an educator of ordinances and regulations • Attends and make presentations to the Mayor and Council when requested by the City Manager • Prepare and maintain all reports, citations, and other documents for action • Prepare and maintain all materials for any Court Action to the Magistrate Court • Meet with the County Code Enforcement personnel to prepare for court cases and attend court sessions • Patrol assigned area to identify violations of Ordinances • Responds to and investigate code violation complaints • Contacts, informs, and warns residents of identified violations and compliance deadlines • Issues Notice of Violations and follow-up letters on violation of Ordinances • Follows up on identified violations to ensure compliance • Work with Business License Clerk to ensure businesses have the required license residents in obtaining compliance with various ordinances and laws • Maintain proper legal records and files with various ordinances and laws • Keep daily logs of code enforcement activities and submit an itemized monthly report of all activities to the City Manager • Reports should be in electronic format where appropriate • Reports to other agencies shall also be submitted as required by law

The more effective and successful a code enforcement operation is in a community, the less apparent, intrusive, and heavy-handed it will appear. A history of well-crafted and intended community standards, pursued with an attitude of facilitating individuals in understanding the same benefits, yields conditions that become self-sustaining. To that effect, our approach leads to the following:

- Improved staff operating efficiencies
- Current, real-time data available to staff and public
- Shorter processing times to gain code compliance
- Improved customer service and education
- Data storage and record-keeping automation
- Reduced complaints
- Increased overall resident and City staff satisfaction

Turnaround Schedule

We consistently complete plan reviews within the timeframes (or faster!) for the City of Lodi and we work hard to accommodate any turn-around schedule desired. Multi-disciplinary reviews are typically performed in our offices but we are available for onsite work when required and whenever possible. We understand both the City and the project applicant are looking for quality reviews within a defined time frame.

Denise Reese, Project Manager, will be responsible for managing the time schedule and assuring schedule compliance. Denise will also be in charge of resource allocation of our key personnel committed to the City of Lodi. We can quickly fine-tune staff or staffing levels to match changes in activity to ensure a high level of customer service is maintained. We have picked staff uniquely qualified and experienced to deliver the exact services requested. In addition, we are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel.

Plan Review Turnaround Schedule		
Type of Job	Initial/1st Review	Re-Check
Residential		
New Construction	10 Business Days	5 Business Days
Addition/Remodel	5 Business Days	5 Business Days
Commercial		
New Construction	10 Business Days	5 Business Days
Addition/Remodel/Tenant Improvements	8 Business Days	5 Business Days
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis	
Residential Solar PV	3-4 Business Days	2-3 Business Days
<u>Please note:</u> Interwest is also able to accommodate special project plan review needs, such as fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.		

Quality Control/ Quality Assurance

Interwest prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, Interwest has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. Interwest's QA/QC activities include:

Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).

Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.

- Periodic peer review of others' plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- Sending periodic customer satisfaction surveys for feedback on work performed and services provided.
- Interwest uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.
- Given Interwest's comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that Interwest standards are met. We involve the City in the entire process to maintain transparency.



Fee Schedule

06



Fee Schedule

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"), unless a mutually agreed upon rate increase is established. Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Plan Review Services	
Residential	70% of City's Plan Review Fee*
Small Commercial (< \$5 million)	65% of City's Plan Review Fee*
Large Commercial (> \$5 million)	60% of City's Plan Review Fee*
Structural Only Plan Review	50% of City's Plan Review Fee*
Architectural/MEP Only Plan Review	35% of City's Plan Review Fee*
Expedited Plan Review	1.5 x % fee above OR hourly rate below
Hourly Plan Review, including plan review of deferred submittals, revisions to the approved plans, and subsequent reviews after 3rd review	\$140/hr - Licensed Plan Check Engineer/Architect \$130/hr - ICC Senior Plans Examiner \$110/hr - ICC Plans Examiner
Civil Plan Review	\$150/hr
Fire Protection Engineer	\$145/hr
Senior Fire Plans Examiner	\$125/hr
Fire Plans Examiner	\$110/hr
Roof Mounted - Residential Solar Plan Review	\$165 Flat Fee
Ground Mounted - Residential Solar Plan Review	\$330 Flat Fee
*Percentage of Fee Plan Review only covers 3 review cycles (1 initial review and 2 rechecks) and does not include civil and fire plan review. Civil and Fire Plan Review will be provided as hourly plan review.	



Fee Schedule

06





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 Contractor's 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.