

REQUEST FOR PROPOSALS:

STAFF AUGMENTATION

PROFESSIONAL BUILDING

SERVICES

FOR THE

CITY OF REDWOOD CITY

COMMUNITY DEVELOPMENT (CD)



Issued on: June 22, 2026

Proposal Responses are due: July 12, 2026
at 5:00 p.m. PST

Attn: Refujio Gonzalez, Community Development Management Fellow
refujiogonzalez@redwoodcity.org

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**REQUEST FOR PROPOSAL (RFP)
FOR THE CITY OF REDWOOD CITY
COMMUNITY DEVELOPMENT
STAFF AUGMENTATION PROFESSIONAL BUILDING SERVICES**

SECTION I – OVERVIEW OF PROCESS

A. BACKGROUND

The City of Redwood City (“City”), California is a Charter City founded in 1867 under the laws of the State of California and is run by a council-manager form of government. The City’s Community Development (“Department”) seeks to contract with qualified firms that can conduct staff augmentation professional building services as necessary in support of the Department and the City. The City’s intent is to minimize response time and improve customer service by supplementing in house staff with consultants.

B. PURPOSE OF THIS RFP

The purpose of this document is to identify qualified Consultant(s) to provide Building Division extra support in times of high need, emergency, and staff vacancies. The intent of the RFP is to encourage responses that clearly communicate the Consultant’s understanding of the Building Division’s requirements and for the Consultant to identify how their approach will successfully provide the services on time and within budget. The City is seeking to contract with qualified firms with expertise in and the ability to provide some combination of plan check, building inspection, code enforcement, and permitting services. Multiple firms may be selected to provide these services to the City.

C. SCOPE OF SERVICES

The **Scope of Services** is more specifically described under **Attachment “B”** of this RFP. More generally, the City desires a high level of professionalism and customer services to residents, businesses, contractors, and non-profit organizations through continuity of staff augmentation professional building services. The selected Consultant shall provide staff augmentation professional building services of residential or non-residential projects as requested by the City that fall under the areas of expertise noted in **Section B** above. Such services shall include:

1. Staff Augmentation Support to support City Staff in times of sudden increased workload, City staff vacancies and turnover, and emergencies in the areas of Plan Review, Inspection Services, Permitting Services, and Code Enforcement.

1.1 These services shall include review of all approved plans, specifications and documents, review and respond to all inspection requests and reports, attend mandatory meetings, in house trainings including, but not limited to, safety training, City staff coordination, applicant progress and project management meetings, perform inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing, Fire codes, as well as State energy efficiency and accessibility standards as amended by

the City of Redwood City. The City references Part 2 of the larger California Building Standards Code (Title 24) that consists of:

- Part 1: California Administrative Code
- Part 2: California Building Code
- Part 2.5: California Residential Code
- Part 3: California Electrical Code
- Part 4: California Mechanical Code
- Part 5: California Plumbing Code
- Part 6: California Energy Code
- Part 7: Wildland Urban Interface
- Part 8: California Historical Building Code
- Part 9: California Fire Code
- Part 10: California Existing Building Code
- Part 11: California Green Building Standards Code
- Part 12: California Referenced Standards Code

Additionally, review and abide by any local amendments made to the 2025 Building Code.

Consultant's services may include a Certified Access Specialist (CASP) certified inspections as directed by the City of Redwood City Community Development, Chief Building Official, or their designee.

1.2 Applicable Codes. Codes and ordinances to be enforced include, but are not limited to:

- Zoning codes
- Property maintenance codes
- Municipal codes
- International property maintenance codes
- Building codes
- Public nuisance codes

2. Provide Fee schedule for Building Services to perform the above-mentioned services on an as-needed basis.

- Identify Consultant's classification or position titles for all staff employed by Consultant that will be made available to the City using **Attachment "C" - Fee Schedule**.
- For Off-Site Plan Review, Consultant must complete the reimbursement schedule in **Attachment "C"**. Consultant must submit compensation as a percentage of the categories of construction value.

D. FIRM SELECTION SCHEDULE

The following schedule has been established for conducting this consultant selection process. The City of Redwood City reserves the right, however, to modify this schedule at any time.

Action	Date
Issuance of Request for Proposal	June 22 2026
Deadline for Email of Intent to Respond	June 30 2026
Deadline for Written Questions and Comments	July 1, 2026
City Issues Responses to Written Questions and Comments	July 3, 2026
Proposals due (@ 5PM)	July 12, 2026
Interviews (if needed) (Tentative)	July 17, 2026
City Determines Finalist(s) for Contract Negotiations (Tentative)	July 20, 2026
Council Award of Contracts (Tentative)	August 24, 2026

RFP COORDINATOR

All communications concerning this RFP must be submitted in email to the RFP Coordinator, Refujio Gonzalez, refujiogonzalez@redwoodcity.org. The RFP Coordinator will be the sole point of contact for this RFP. As discussed below in **Section I - “Questions and Inquiries”**, all requests for additional information or clarification should be directed to the RFP Coordinator via email refujiogonzalez@redwoodcity.org. All firms who have notified the City of their intent to respond to the RFP will be provided, via e-mail, with a copy of all questions submitted as well as the City’s response. The City is not responsible for delayed or lost e-mail, regardless of the cause.

Firm-initiated contact with anyone else in the City related to this RFP is expressly forbidden and may result in the disqualification of the firm’s proposal.

E. PROPOSAL PREPARATION COSTS

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

F. RFP AMENDMENT AND CANCELLATION

The City reserves the right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. If an amendment is issued, it will be provided to all vendors who have submitted an Email of Intent to Respond. Firms will respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

G. EMAIL OF INTENT TO RESPOND

All firms and consultants interested or intending to respond to the RFP should submit an electronic letter or statement by the specified deadline via email. An Email of Intent to Respond will help ensure a firm’s receipt of RFP amendments and other communications regarding the RFP. The Email of Intent does not bind firms to submitting a proposal.

Firms who anticipate submitting a proposal or who are considering submitting a proposal should register by submitting an email indicating the firm’s intent to respond to this RFP. The Email of Intent to Respond should be emailed to the RFP Coordinator. The following information should be included in the Letter:

- Firm's Name
- Name, title, and contact information of the Firm's main contact

I. QUESTIONS AND INQUIRIES

Specific questions concerning the RFP should be submitted via email to the RFP Coordinator. Questions should clearly identify the relevant section of the RFP related to the question being asked. Questions regarding the information contained in the RFP document must be submitted in writing, by email to:

Refujio Gonzalez, refujiogonzalez@redwoodcity.org

All questions must be received by the date identified in **Section I, subsection D – “Firm Selection Schedule”**. Questions will be responded to via email. Written summaries of all questions and answers will be distributed to each consultant who submitted an Email of Intent to Respond. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. **The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.**

J. SUBMITTAL PROCESS

J1. Delivery of Responses

All responses to this RFP must be submitted in electronic format via email by **5:00 pm on July 12, 2026**

Responses must be submitted to the following email address:
refujiogonzalez@redwoodcity.org

Proposals received after the stated deadline may not be accepted. Advance submittals are permitted. Clearly mark the email Subject of submittals as follows: **“STAFF AUGMENTATION PROFESSIONAL BUILDING SERVICES”**.

J2. Completeness of submittal

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals including all exhibits unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Redwood City and the firm selected.

J3. No collusion

By submitting a proposal, the firm certifies that its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly. The proposal will be used to determine the firm's capability of rendering the services to be provided.

J4. Late proposals

Proposals received late may not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the City, as determined in the sole discretion of the City. All proposals will be recorded by their email time stamp. All proposals received prior to the deadline for proposals will be securely stored.

K. PUBLIC RECORDS LAW

Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the firm claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each firm should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a vendor submits, is a trade secret. If a request is made for information marked as “confidential” by the firm in their proposal, the City will provide the firm who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

L. SELECTION PROCESS

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

In the event the City chooses to conduct interviews as part of the selection process, the City will determine how to proceed with that process. The firms selected for the interview will be allowed to present their firm’s experience and project approach. Following the presentation, there may be an informal question and answer discussion.

At the conclusion of the evaluation, the City will enter contract pricing negotiations with the top-ranking firm(s). **Please note that other contract terms are non-negotiable.** City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract(s) is executed. **Prospective consultants shall be willing to execute all terms contained in the Agreement before submitting a proposal. Any potential exceptions to the scope of services or terms of the Agreement should be clearly identified in the response to this RFP. The City may reject proposals that cannot accept the City’s template agreement terms.**

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all immaterial irregularities to choose the firm(s) which, in the City's opinion, best serve(s) the City's interests.

SECTION II - SUBMITTAL REQUIREMENTS

- A. **READ ALL INSTRUCTIONS:** Please read the entire RFP and all exhibits before preparing the proposal.
- B. **PROPOSAL ADDRESSES THE RFP:** The Firm's response to the RFP must address the services requested by the City in such a way that it is clear that the Firm understands the City's needs.
- C. **PROPOSAL BECOMES CITY'S PROPERTY:** By submitting a response, the responding firm acknowledges the RFP and all materials submitted in response to this RFP will become the property of the City.
- D. **MANDATORY RFP SUBMITTAL MATERIALS:** Each RFP response shall be 8-1/2" x 11" vertical format for digital written materials in PDF form, consisting only of the specified materials requested below. To be responsive, each RFP submission must include only the following information in the format indicated.

Submittals not organized according to the following format may be rejected.

- ❖ **Cover Letter.** The cover letter shall be signed by an officer of the firm or joint venture or by another person with authority to act on behalf of and bind the entity. Indicate contact person(s) for the project and contract negotiations.
- ❖ **Table of Contents.** All pages are to be numbered, and the table of contents should identify each major section.
- ❖ **Executive Summary.** This section of the proposal should provide a concise synopsis of firm's proposal and credentials to deliver the services sought under the RFP. In addition, it should explain how the proposed services will differentiate itself from other firms' services and the reasons the City should select the proposed firm.
- ❖ **Company Information.** This section of the proposal must include the following:
 - Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.).
 - Provide the date of the firm's establishment.
 - Identify if the firm is a subsidiary of a larger company. If so, whom?
 - Provide a primary contact name, address, phone number, and email address.
 - Identify the location of company headquarters or offices, which will directly support the implementation.
 - Identify the location, hours of operation, and contact information of finance support staff.
 - Provide the current number of employees at the company.
 - List the company's Redwood City license number, or statement of understanding that a business license must be purchased prior to doing business with the City.
 - Identify if the firm has filed any bankruptcy or insolvency processing in the last ten (10) years.
 - Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, include an explanation providing relevant details).

- Identify any projects that the firm has completed in Redwood City in the past 5 years.
- ❖ **Statement of Qualifications.** Include the following:
 - The general and special skills of the consultant firm;
 - The experience of the consultant with regards to projects of this nature;
 - Reference specifically how the firm has experience and expertise to address the Scope of Services in Attachment “B”;
 - The Project Manager, personnel who will be actively involved in project work including
 - i. additional personnel who will be available and may become involved in the project;
 - ii. The professional qualifications of the person or personnel who will be involved in the project;
 - Statement of availability and anticipated staffing allocations;
 - References: A list of municipalities, inclusive of contacts, for which similar services are currently being provided;
- ❖ **Proposed fee schedule** to include the billing rates of all potential team members;
 - The cost proposal shall state the billing rate for positions likely to be involved in the building services and personnel provided by the Consultant using Attachment C - “Fee Schedule”. The Consultant should also provide compensation reimbursement percentages for plan review as described in Attachment C. Any additional fee information should also be included and listed separately in Attachment C.
 - Provide any and all fee increases applicable each year for at least 3 years.
- ❖ **Certificate of liability insurance;** and,
- ❖ Any **additional information** that will assist in evaluating the qualifications of the Consultant.

SECTION III - EVALUATION OF RESPONSES

Proposals will be evaluated solely based on the Respondent's ability and capacity to perform the work outlined in this RFP, in the following areas:

- A. Experience – 50 points
 - a. Respondent shall demonstrate experience providing the services outlined in this RFP for public agencies, within a specific Service Category, with successful results.
- B. Capacity to Perform – 40 points
 - a. Respondent shall demonstrate the capacity to provide the services described in this RFP and to respond to the public, the City, and other stakeholders in a timely manner. Defined expectations for timeliness of service delivery and stakeholder communication should be outlined with the submittal.
- C. Cost Estimate – 10 points
 - a. The price shall be considered, but not a determining factor of selection. Rate schedules should be provided on an hourly basis.

Please include after hour rates if different from hours performed during regular business hours.

SECTION IV - LIST OF ATTACHMENTS

- A. Attachment "A" – Template Agreement for Services (**Please note that terms are non-negotiable.)
- B. Attachment "B" – Scope of Services
- C. Attachment "C" – Fee Schedule

AGREEMENT FOR SERVICES
[Insert Name of Consultant]

THIS AGREEMENT is made and entered into as of _____, 20____ (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and _____, a [STATE] [ENTITY TYPE] ("Consultant").

RECITALS

- A. City requires the services of a _____.
- B. Consultant has the necessary experience in providing such services.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Consultant may not change the list of Key Personnel without the prior written consent of the City.

[INCLUDE THE FOLLOWING PARAGRAPH IF THIS IS AN AGREEMENT FOR ON-CALL SERVICES:]

Services will be authorized by City, as needed, with a task order assigned and approved by the City's [Insert the title of appropriate staffer:] _____. Each task order will be in substantially the same form as attached Exhibit "A"-1, which is incorporated herein by reference. Each task order will designate a City Project Manager and will contain a specific scope of work, a specific schedule of performance, and a specific compensation amount. The total price of all task orders may not exceed the amount of compensation set forth in Section 6 below. Consultant will only be compensated for work performed under an authorized task order.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant

will also use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will begin on the Effective Date and will end when Consultant has performed the Services completely.

[OR]

3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will be for a period of _____ from the Effective Date. [Add if longer than one year: The foregoing notwithstanding, continuation of the Agreement beyond the first year of the term is contingent upon the City Council appropriating necessary funds for this Agreement.] The City Manager may amend the Agreement to extend it for _____ [number of proposed extensions] additional _____ month/year [length of proposed extension term] periods in an amount not to exceed [write out amount in words] of dollars (\$ _____) per extension term. Any extension will require a written amendment executed by both parties indicating the effective date and length of the extended Agreement.

[REMOVE THE PARAGRAPH 3 THAT IS NOT CHOSEN.]

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Consultant a [CHOOSE flat-rate OR not-to-exceed] amount of [write out amount in words] Dollars (\$ _____) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1. Consultant must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Consultant is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by the Consultant or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Consultant will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Consultant.

9. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the subcontractor's acts and omissions as Consultant is for the acts and omissions of persons directly employed by Consultant. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, consultants, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Consultant will be responsible for paying subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Consultant unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

11. Indemnification.

[For services generally:]

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable (collectively, "Responsible Parties"). Consultant's responsibilities under this Section 11 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

[OR]

[For design professional services:]

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") that arise out

of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable. Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

[REMOVE THE PARAGRAPH 11.1 THAT IS NOT CHOSEN.]

11.2. Notwithstanding Consultant's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Consultant, if City chooses to do so.

11.3. Consultant agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4. Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5. Nothing contained in this Agreement will be construed to require Consultant to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6. The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7. Acceptance by City of Consultant's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8. The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Consultant will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

12.1. Coverages and Limits. Consultant, at its sole expense, will maintain the types of coverages and minimum limits indicated below. These minimum amounts

of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

12.1.1. Commercial General Liability Insurance. Consultant will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2. Business Automobile Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3. Workers' Compensation Insurance and Employer's Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease, and as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

[DELETE §12.1.4 IF NOT A PROFESSIONAL SERVICES AGREEMENT]

12.1.4. Professional Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

[DELETE 12.1.5 IF CONSULTANT IS NOT USING OR STORING CONFIDENTIAL DATA]

12.1.5. Cyber Liability Insurance. Consultant will maintain Cyber Liability Insurance with limits not less than \$1,000,000 per claim. Coverage will be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and will include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy will provide coverage for breach response costs as well as regulatory fines and penalties, as well

as credit monitoring expenses with limits sufficient to respond to these obligations.

12.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3. Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4. Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach.

12.5. Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

13. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Consultant Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created

pursuant to this Agreement. Consultant will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City, and Consultant relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:

[Name]
[Title]
[Address]
[Phone No.]

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of all Consultant Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor any Consultant Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1. Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2. If Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Consultant.

21.3. If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Consultant providing a written notice specifying the nature of the default, Consultant may terminate this Agreement immediately by giving written notice to City.

21.4. Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Consultant may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

CITY:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
[Insert Name], [Insert Title]

ATTEST:

Yessika Castro, City Clerk

CONSULTANT:

[NAME]
[ADDRESS]

*By: _____

**By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

[Itemized List of what Consultant will do for City and at what price and schedule.]

[If applicable, list key personnel as noted in Section 1]

DRAFT

[Remove if not an on-call services agreement]

**EXHIBIT "A-1"
TASK ORDER**

TASK ORDER NO. ____ TO AGREEMENT FOR SERVICES

This Task Order No. [redacted] ("Task Order") is made and entered into by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and [redacted], a [STATE] [ENTITY TYPE] ("Consultant").

RECITALS

A. City and Consultant entered into an agreement entitled [redacted] [redacted] ("Agreement"), by which the Consultant agreed to perform services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Consultant will perform the services described in Attachment "A", attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement. For purposes of this Task Order, the City's Project Manager will be [redacted].
3. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement, in an amount not to exceed [write out amount in words] dollars (\$ [redacted]).
4. **AUTHORITY.** The individuals executing this Task Order and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Task Order.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF REDWOOD CITY

[CONSULTANT NAME]

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ATTACHMENT “B” – SCOPE OF SERVICES

Project Administrator referenced shall be the Chief Building Official, or designee, who is within the City's management classification.

Staff Augmentation Services will be provided in Redwood City and City Hall for a minimum of the following:

- On-site staffing at City Hall at least 20 hours per week for Plan Review Services, or as otherwise determined at the discretion of the Project Administrator.
- On-site staffing at City Hall and in Redwood City for Field Inspection Services
- On-site staffing at City Hall for Permitting Services as requested by the City

1. Scope of Services. Consultant shall provide thorough, accurate and professional services both On-Site at the City of Redwood City offices and Off-Site as follows, in one or more of the areas listed below

1.1 Plan Review Services. Consultant shall perform plan review services as directed by the Project Administrator. All plan review services provided by Consultant shall include the initial plan review and all subsequent re-reviews as necessary for building permit issuance. Consultant shall complete all plan reviews within the City's established timelines and shall maintain a minimum 95% on-time return rate (Redwood City's Adopted Performance Metric) for all plan review deliverables.

1.1.1 If the Consultant anticipates that it cannot meet an established deadline or performance requirement, the Consultant must submit a written request for an exception to the Project Administrator (in this instance, the City's Plan Check Engineer) no later than two (2) business days prior to the applicable deadline. The request shall include the specific reason for the delay and a proposed revised delivery date. Exceptions may be granted or denied at the sole discretion of the City's Plan Check Engineer or in their absence the Building Official. No exception shall be valid unless approved in writing by the City.

Failure by the Consultant to (a) maintain the required on-time return rate, (b) comply with established timelines without an approved exception, or (c) adhere to any material requirement of this Agreement, shall constitute a breach. In the event of such breach, and after providing Consultant with written notice and a reasonable opportunity to cure not to exceed ten (10) business days, the City may, at its sole discretion, terminate this Agreement in whole or in part without further obligation or penalty.

1.2 Building Inspection Services. Consultant shall perform building inspection services for a specified number of hours as directed by the Project Administrator to support City

Staff in times of sudden increased workload, City staff vacancies and turnover, and emergencies. These services shall include review of all approved plans, specifications and documents, review and respond to all inspection requests and reports, attend mandatory meetings, including, but not limited to, safety training, City staff coordination, applicant progress and project management meetings, perform inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing, Wildland Urban Interface, Fire codes, as well as State energy efficiency and accessibility standards as amended by the City of Redwood City. This may also include Certified Access Specialist (CASP) certified inspections as directed by the Project Administrator.

1.3 **Permitting Services.** Consultant shall perform permit processing services for a specified number of hours as directed by the Project Administrator to support City Staff in times of sudden increased workload, City staff vacancies and turnover, and emergencies. Consultant shall work with City Staff to assist architects, contractors, and the public in accepting, processing and tracking applications for building permits, calculating and collecting permit fees, and providing General Plan and Zoning information. These services include front counter and phone assistance regarding building permit requirements, plan check fees, plan check filing procedures and processing, and permit status, accept permit applications, calculate and apply fees, and reviews plans for conditions of prior approval

1.4 **Code Enforcement Services.** Consultant shall perform code enforcement services for a specified number of hours as directed by the Project Administrator to support City Staff in times of sudden increased workload, City staff vacancies and turnover, and emergencies. These services shall include identifying code violations and engaging stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the City.

1.4.1 **Applicable Codes.** Codes and ordinances to be enforced include, but are not limited to:

- Zoning codes
- Municipal codes
- International property maintenance codes
- Building codes
- Public nuisance codes
- State health & safety codes

1.4.2 **Officer Training.** The Code Enforcement Officers must be 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 challenge presented. The Code Enforcement Officers must have extensive experience and capabilities in the following areas:

- Code enforcement program review and analysis
- Code enforcement inspections

- Preparing administrative remedies including administrative citations
- Conducting administrative hearings
- Preparing program documentation and staff reports as well as committee and City Council presentations
- Testifying on behalf of clients in criminal court
- License and permit application review and processing
- Coordination of activities with multiple departments including Building, Planning, Community Development, Police, and City Attorney
- Providing information on municipal regulations to property owners, residents, businesses, the general public, as well as to City departments and divisions.

2. Personnel Qualifications. Consultant shall utilize trained and qualified staff to provide the Services under this Agreement, consistent with the following terms.

2.1 Standard of Performance. All employees working directly for the Consultant shall be properly trained and thoroughly experienced in any type of work they perform. The Consultant shall be responsible for the behavior of all their employees.

2.2 Background checks. Consultant will conduct background and reference checks of personnel assigned to perform services under this Agreement (Assigned Personnel), at no additional charge to the City. Consultant shall conduct background checks in a manner consistent with the City's process. The background check shall include:

- a. For all personnel, a statewide criminal history check – including all felony, misdemeanors, and sex offense charges within seven (7) years from the date the request for assignment is made by the Director;
- b. For all personnel assigned to a position with driving as a paramount job responsibility, a driver's record check – including DMV records, and the current license status within seven (7) years from the date the request for assignment is made by the Director
- c. For all personnel assigned to a position granting regular access to Ten Thousand Dollars (\$10,000) or more in cash, authority to enter into a contract, with financial obligations to the City, and/or access to credit accounts, bank information, social security numbers, or dates of birth, a credit check - including a credit report, within a seven (7) years from the date request for assignment is made by the Director
- d. For all personnel subject to the credit check requirement set forth above or assigned to a position with unaccompanied supervisory authority and responsibility over minors, fingerprinting to establish a record of the applicant so that the City may receive notification from the Consultant of

subsequent State or Federal arrests of the assigned personnel.

- 2.3 Assignment of Personnel. If requested by the Project Administrator, the Consultant shall provide a list to the Project Administrator of all employees that perform work for the City. In the event that the City, at any time during the term of this Agreement, desires the reassignment of personnel, Consultant shall reassign such person or persons. Except where mutually agreed upon, such reassignment, shall not affect the Consultant's obligation to timely provide Services under this Agreement. In the event that Consultant, at any time during the term of this Agreement, desires to reassign, substitute or remove Consultant personnel from providing on-site services, including permitting, inspection and code enforcement, Consultant shall notify the Project Administrator seventy-two (72) hours before the day of reassignment, substitution, or removal.
3. Office Hours and Meeting Availability. Consultant staff must be available for On-Site plan review , or as requested, to provide one stop plan review services. Plan Review staff, Technicians and Code Enforcement staff shall be on-site at other times at the direction of the Project Administrator.
4. Emergency Response. In the event of a local, regional or national emergency, disaster or pandemic, personnel shall be accessible, available and prepared to provide services as directed by the Community Development Director or their designee, including reporting to the City's Emergency Operations Center.
5. Procedure for Off-Site Plan Review. The Project Administrator, in his or her sole and exclusive discretion, may direct Consultant to perform particular Off-Site Services under the terms of this Agreement or may direct Consultant to perform particular Off-Site Services pursuant to the requirements of a Task Order. The procedure for awarding Off-Site Services by Task Order is as follows:
 - 5.1 Award of Task Orders. The Project Administrator shall award the Off-Site Services, in his or her sole and exclusive discretion, based upon a combination of factors, including but not limited to, the Consultant's proposal, availability of staff to complete work according to the City's deliverables schedule, personnel qualifications, and level of expertise to ensure quality of work, and cost.
 - 5.2 Project Administration. The Project Administrator shall issue a Task Order to the Consultant. Once the Task Order is issued, the permit plans and documentation shall be picked up by the Consultant's messengers or shall be shipped to their main office at no additional cost to the City. Except as otherwise provided in the Task Order, the plan reviews for single family housing and small to moderate projects shall be completed within ten (10) working days from the date the Consultant receives the plans from the City and within fifteen (15) working days for multi-family housing and moderate to large projects.
 - 5.3 Payment for Off-Site Plan Review. The City shall pay the Consultant according to the fee structure for Off-Site Plan Review as described in Attachment "C" - Fee Schedule.
 - 5.4 Work Product. For all projects, written plan review comments shall be delivered to the City in electronic format within 24 (twenty-four) hours of review completion. When final review is approved, Consultant shall deliver two final sets of approved plans with approval stamps and signatures to the City within 24 (twenty-four) hours of final review and approval.

6. Building Codes and Standards. Consultant shall ensure that the services are performed in compliance with all relevant local codes and ordinances, State Codes and Federal Codes and Standards, including applicable fire and life safety codes and standards.

Attachment "C" – Fee Schedule

For On-Site or Virtual services provided, fees will be billed based on actual hours used per the labor rate schedules delineated below.

Type of Service	On-Site Hourly Labor Rate
(Standard) Structural Plan Review Services including Building Code structural regulations	
(Expedited) Structural Plan Review Services including Building Code structural regulations	
(Hourly Combo) Combo Review of Preliminary Plans, Project Revisions or Peer Review of Projects as directed	
(Expedited Combo) Combination Building Plan Review Services (Combo), including Building Code Structural & Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	
(Regular time) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	
(Outside normal business hours but within 8-hour workday) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	
(Overtime) Field Inspection Services, including inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing and Fire codes as applicable	
Permitting Services, including Building Code administration and technical regulations and use and understanding of TRAKiT development management system by CRW, and permit processing to assist architects, contractors and the public and calculating fees	
Administrative services, including answering phones and routing calls, filing, making copies, assisting with scheduling inspections, etc.	
Code Enforcement Services	

Outside Plan Review Fee for Combination Plans	
This includes Building Code Structural and Non-Structural, Green Building Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code	
Construction Valuation	Outside Plan Review Fee (Compensation as a percentage of Building Review fee)
\$1.00 – 1,000,000.99	
\$1,000,001.00 – 3,000,000.99	
\$3,000,001 and over	