



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steve Jones

Mayor

Diedre Thu-Ha Nguyen

Mayor Pro Tem - District 3

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim Bernice Nguyen

Council Member - District 6

February 9, 2022

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

Attention: Cyrus Kianpour, PE

Enclosed is a copy of the Agreement by and between the City of Garden Grove and CSG Consultants, Inc., to provide on-call contractual and plan review services.

The agreement was approved by City Council at their meeting held on September 28, 2021.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosures

c: Finance Department/Purchasing
Community Service Department

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 28th day of September, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **CSG CONSULTANTS, INC.**, herein after referred to as ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide **On-Call CONTRACTUAL and PLAN REVIEW SERVICES, as needed.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Rate and Service Structure which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of a compensation structure set forth in the Rate and Service Structure. The Structure is attached as Attachment "A", and is incorporated herein by reference. The Attachment and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within **45 days** of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Attachment "A".
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$2,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance

companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
CSG CONSULTANTS, INC.
Attention: Cyrus Kianpour
550 Pilgrim Drive
Foster City, CA 94404
 - b. (Address of CITY)
City of Garden Grove
Attention: Alana Cheng
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event

of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and

hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 2/9/22

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
Deputy City Clerk

Date: 2/9/22

"CONTRACTOR"
CSG CONSULTANTS, INC.

By: [Signature]

Name: Cyrus Kianpour

Title: President

Date: 2-4-2022

Tax ID No. 91-2053749

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
City Attorney

2-8-2022
Date



Attachment "A"
RATE AND SERVICES STRUCTURE

CSG Rate and Service Structure

<u>Role</u>	<u>Hourly Rate</u>
CASp Consultant	\$125
Certified Building Inspector	\$95
Certified Commercial Inspector	\$105
CASp Inspection	\$125
Overtime & Expedited Hourly Rates	1.5 x Hourly Rate

Other multi-disciplined municipal services staff consists of the following types of professionals:

- Permit Technicians
- Planning & Sustainability Professionals
- Code Enforcement Officers
- Civil & Structural Engineers
- Construction Managers
- Construction Inspectors
- Information Technology Professionals
- Public Works, Engineering and Design

RATE & SERVICE STRUCTURE TO THE

City of Garden Grove

FOR

Plan Check, Inspection, and Building Contractual Services

PREPARED BY

CSG Consultants, Inc.

June 3, 2021

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
phone 714.568.1010 | fax 714.568.1028 | www.csgrngr.com
Orange • Foster City • Pleasanton • San Jose • Sacramento • Newman



Employee-Owned

Cost Proposal

SECTION 4

Fees for plan review performed off-site are based on a percentage of the City's established plan check fees or the appropriate hourly rate listed below. Reviews of revisions to approved plans and services provided on-site will be charged the hourly rate.

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

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Full Plan Review by Percentage (Valuation \leq \$1,000,000)	70% of City's Building Plan Check Fees
Full Plan Review by Percentage (Valuation Between \$1,000,000 and \$10,000,000)	60% of City's Building Plan Check Fees
Full Plan Review by Percentage (Valuation Between \$10,000,000 and \$50,000,000)	50% of City's Building Plan Check Fees
Full Plan Review by Percentage (Valuation Between \$50,000,000 and \$200,000,000)	40% of City's Building Plan Check Fees
Full Plan Review by Percentage (Valuation $>$ \$200,000,000)	35% of City's Building Plan Check Fees
Plumbing, Mechanical & Electrical Plan Review by Percentage	45% of City's Building Plan Check Fees or 70% of City's P/M/E Plan Check Fees
Structural Plan Review by Percentage	45% of City's Building Plan Check Fees
Expedited Plan Review by Percentage	100% of City's Building Plan Check Fees
Building Plan Review – Certified Plans Examiner	\$105
Building Plan Review – Professional Engineer	\$125
Building Plan Review – Professional Structural Engineer	\$140
Grading Plan Review – Senior Engineer	\$155
CASp Consultation	\$125
Certified Building Inspector	\$95
Certified Commercial Building Inspector	\$105
CASp Inspection	\$125
Overtime & Expedited Hourly Rates	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

For percentage-based plan check fees, CSG will not charge for rechecks unless the plans are incomplete or revised for which the City would collect additional fees from the applicant. Additional services outside the main scope of review would be charged at an hourly rate as agreed upon by the City.

MEETING AVAILABILITY

Per the City's request, CSG's plans examiners and inspectors will be available for pre-construction or pre-design meetings, field visits, and meetings with the design teams, construction team, architects, and project owners for assigned projects at no additional cost to the City.

PLAN CHECK TURNAROUND TIMES

CSG strives to provide the highest quality and most timely service in the industry. We take pride in maintaining the requested plan review times for all our clients—even delivering faster than our own deadlines. Our goal is to approve code-complying projects and to move work quickly and successfully through jurisdictional processes. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner.

The following are CSG's proposed plan check turnaround times:

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS) ²	RE-CHECK (BUSINESS DAYS) ²
Residential		
New Construction	10	5
Addition	7	4
Remodels	7	4
Expedited	5	5
Non-Residential		
New Construction ¹	10	5
Addition	10	5
Remodel	7	5
Expedited	5	5

¹Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City's representative and negotiate additional time required to ensure an appropriate level of review.

² The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 3:00 PM. For a project that is received by CSG after 3:00 PM, the first working day will be the next business day.

EXPEDITED PLAN CHECK SERVICES

At the City's request, we can perform plan check services on an accelerated schedule based on the fees indicated in our fee schedule above.

ICC CERTIFIED BUILDING INSPECTOR FEES

CSG's rates for certified building inspectors has been provided in our fee schedule above.



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00476	CSG CONSULTANTS, INC.	Compliant					
		A++g , XV	Travelers Property Casualty Company of America	8105R1435762143G	12/4/2021	12/4/2022	Auto Liability
		A++g , XV	Travelers Property Casualty Company of America	CUP7S95413421NF	12/4/2021	12/4/2022	Excess Liability
		A++g , XV	Travelers Property Casualty Company of America	P6605R143841TIL21	12/4/2021	12/4/2022	General Liability
		A+ g , XI	Arch Insurance Company	PAAEP0008806	12/4/2021	12/4/2022	Professional Liability
		A++g , XV	Travelers Property Casualty Company of America	UB5R1471572143G	12/4/2021	12/4/2022	Workers Comp

Risk Profile : Professional Services/Consulting Medium Risk

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers