

**CITY OF HOLLISTER  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
PLAN REVIEW SERVICES**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July 2024, by and between the City of Hollister, California, a municipal corporation, ("City,") and Carmel Fire Protection, ("Contractor").

1. **Description of Project:** City desires to retain a contractor to Plan Review Services as set forth in Exhibit "A", ("the Project"), and to engage Contractor to provide the required professional services relating to the project.
2. **Scope of Services - Basic; Completion:** Contractor shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE OF CONTRACTOR SERVICES - BASIC, COMPLETION SCHEDULE" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.
3. **Scope of Services - Additional, Completion Schedule:** It is understood by City and Contractor that it may be necessary, in connection with the project, for Contractor to perform or secure the performance of services other than those set forth in EXHIBIT "A". In each such instance, Contractor shall advise the City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if applicable). Contractor shall not proceed to perform any such required additional services until City has determined that such service is beyond the scope of the basic services to be provided, is required, and has given written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Contractor Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached as a new exhibit entitled "Exhibit D: SCOPE OF CONTRACTOR SERVICES - ADDITIONAL; COMPLETION SCHEDULE."
4. **Changes to Scope of Work - Basic Services:** City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Contractor as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

**5. Compensation; Retention:** Contractor shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION" as determined by the rates listed in ATTACHMENT "A". Amounts due to Contractor from City for services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered.

Each such invoice shall be forwarded to City so as to reach it on or before the fifteenth (15th) day of the month next following the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

**6. Responsibility of Contractor:** By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

**7. Responsibility of City:** To the extent appropriate to this project, City agrees to:

**7.1** Assist Contractor by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.

**7.2** Guarantee access to and make all provision for Contractor to enter upon public and private property as required for Contractor to perform its services.

**7.3** Examine all studies, reports, specifications, proposals, and other documents prepared and presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Contractor.

**7.4** Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

8. **Indemnification**: Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, and cost (including without limitation, attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct of Contractor hereunder or its failure to comply with any of its obligations contained in this Agreement.

9. **Insurance**: 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. The minimum scope and limit of insurance is contained in EXHIBIT "E".

10. **Confidentiality**: All City information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, or required by law.

11. **Conflict of Interest**: Contractor warrants that neither Contractor, nor any of its employees, agents or subcontractors, has a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

12. **Nondiscrimination**: During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

13. **Independent Contractor**: City and Contractor agree that the relationship between them created by this Agreement is that of an independent contractor. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement. Contractor shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

14. **Notice to Proceed; Progress; Completion**: Upon execution of this Agreement by the parties, City shall give Contractor written notice to proceed with the work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue

subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period.

**15. Ownership of Documents.** Title to all documents, drawings, specifications, and work product performed under this Agreement shall vest with City at such time as City has compensated Contractor, as provided herein, for those services rendered by Contractor.

**16. Designation of Key Personnel:** The individuals specified in the attached EXHIBIT "C" shall provide the services set forth herein and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on this project without first obtaining the written approval of the city manager.

**17. Mistake of Fact.** Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

**18. Term; Termination:** The term of this Agreement shall commence upon the date of this Agreement and shall terminate after five (5) years. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

**19. Access to Records.** Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

**20. Assignment.** This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other. Any attempt by City or Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**21. Compliance with Laws, Rules, Regulations.** All services performed by Contractor pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and City laws, including any rules, standards or regulations promulgated thereunder.

22. **Exhibits Incorporated.** All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

23. **Integration; Amendment.** 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 in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

24. **Severability.** If any part of this Agreement is found to be in 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 the Agreement shall continue to be in full force and effect.

25. **Waiver/Validity.** Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

26. **Jurisdiction:** City and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of San Benito.

27. **Notice:** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City:  
Hollister Fire Department  
110 Fifth Street  
Hollister, CA 95023
  
- b. To Contractor:  
Carmel Fire Protection  
P.O Box 7168  
Carmel, CA 93921

Nothing hereinabove shall prevent either City or Contractor from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

CONTRACTOR:

CITY OF HOLLISTER:

\_\_\_\_\_  
Art Black, Chief

\_\_\_\_\_  
Mia Casey, Mayor

ATTEST

\_\_\_\_\_  
Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES - BASIC COMPLETION SCHEDULE**

#### **SCOPE OF SERVICES**

Contractor shall provide the following services:

1. Plan review for Fire Protection Systems

#### **COMPLETION SCHEDULE**

Complete plan reviews will be completed by contractor within 10 business days.

**EXHIBIT "B"**

**COMPENSATION**

City shall pay Contractor a total amount not to exceed \$200 per plan review for a term of five (5) years.



**EXHIBIT "C"**  
**PROJECT STAFF**

**NAME**

Art Black

**TITLE**

Chief

**EXHIBIT "D"**

SCOPE OF CONTRACTOR SERVICES - ADDITIONAL; COMPLETION SCHEDULE (IF APPLICABLE)

## EXHIBIT “E”

### 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. **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.
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*

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

#### **Other Insurance Provisions**

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

#### **Additional Insured Status**

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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).

#### **Primary Coverage**

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and 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. This requirement shall also apply to any Excess or Umbrella liability policies.

#### **Umbrella or Excess Policy**

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

### **Notice of Cancellation**

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

### **Waiver of Subrogation**

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity 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 Entity has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

### **Acceptability of Insurers**

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

**Claims Made Policies** (*note – should be applicable only to professional liability, see below*)

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

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 Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

**Verification of Coverage**

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Special Risks or Circumstances**

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