

**AMENDMENT TO  
PROFESSIONAL SERVICES MASTER CONTRACT  
WITH CSG CONSULTANTS, INC.**

This Amendment to Professional Services Master Contract is made and entered into on \_\_\_\_\_, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and CSG Consultants, Inc. hereinafter referred to as "FIRM," to provide CITY with for fire prevention services, including: plans review; fire code/permit inspections; management services and consultation for the Fire Prevention Division of the Fire Department, hereinafter referred to as "PROJECT."

**W I T N E S S E T H:**

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide fire prevention services, including: plans review; fire code/permit inspections; management services and consultation for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1: The Scope of Services is hereby amended to include fire prevention services, including: plans review; fire code/permit inspections; management services and consultation for PROJECT as per Exhibit A, attached hereto and by reference made a part hereof.

2. Section 2: Compensation is hereby amended per Exhibit A, attached hereto and by reference made a part hereof. Compensation shall be paid based on the rates specified in Section 5, no more frequently than once per month on a time and materials basis for work completed and total cost shall not exceed \$180,000 per fiscal year.

3. Section 3: TERM. Services under this amendment will be performed through the end of 2016-17 fiscal year on as needed basis. This amendment shall

commence on the date of full execution and remain in effect through June 30, 2017 unless otherwise terminated in accordance with the Professional Services Master Contract.

4. Section 13: Insurance requirements under this amendment shall comply with the current insurance requirements set forth in Exhibit B, which is attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) day written notice to CITY prior to canceling or changing the terms of such coverage.

5. All other terms and conditions of the said original Professional Services Master Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

CITY OF STOCKTON, a municipal corporation

\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton

By: \_\_\_\_\_  
KURT WILSON  
City Manager

APPROVED AS TO FORM & CONTENT:  
JOHN LUEBBERKE  
CITY ATTORNEY

"FIRM"  
CSG CONSULTANTS, INC.

By: \_\_\_\_\_  
Susana Alcala Wood  
Assistant City Attorney

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

Title: \_\_\_\_\_

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONSULTANT**

**CONSULTANT** shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$1,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.