



M E M O R A N D U M
COMMUNITY DEVELOPMENT RESOURCE AGENCY
BUILDING SERVICES DIVISION
County of Placer

TO: Board of Supervisors

DATE: July 27, 2021

FROM: Steve Pedretti, Agency Director

BY: Randall Befort, Building Services Manager

SUBJECT: Plan Review and Inspection Service Contract with Bureau Veritas for the Placer County Health & Human Services Center

ACTION REQUESTED

1. Authorize the Building Services Division Deputy Director or designee to execute a contract with Bureau Veritas to provide plan review and inspection services for the Placer County Health & Human Services Center.

BACKGROUND

Large projects, defined as those projects exceeding the \$5 million threshold established in the Building Division's fee schedule, often require specialized plan review and inspection services. The specialized services needed for large projects include comprehensive and expedited plan review and inspection services, and after-hours and weekend demands which are outside the usual course of business for the Building Services Division. As a result, plan review and inspection services for large projects are not normally handled by County staff within the Building Services Division. The Division has analyzed the consultant, Bureau Veritas, and confirms the Consultant meets the independent contractor criteria (Attachment B) required in the Labor Code.

The proposed contract is between the County and Bureau Veritas (Consultant), with provisions for payment from Turner Construction Company for the Placer County Health & Human Services Center project based upon services performed by the consultant (Attachment A). The project is located at APN 051-120-010-000. The consultant will be paid from funds required under the contract to be deposited in advance by the applicant, Turner Construction (Attachment A, Exhibit 3). The initial deposit represents one percent (1%) of the valuation of the project (Attachment A, Exhibit 4) as determined by the Building Services Division fee schedule, minus the standard fee due to the County.

The contract covers both the building plan review and field inspection services. Payment requirements are phased and require the applicant to deposit the funds necessary to cover the building plan review services prior to any work by the Consultant. Once these services are complete and prior to commencement of inspection services, the applicant will be required to deposit the remaining additional funds based on the previously described valuation and completing the remainder of the permit application process paying mitigation and other fees. If the initial deposit is depleted prior to completion of either phase, further services will be suspended until the applicant deposits additional funds with the County. As a result, no County funds will be utilized to satisfy this contract.

The contract will be for an initial three-year term with two extensions of one year each or until construction is completed, whichever is earlier. The contract requires the consultant to procure/maintain insurance in the amounts identified by Risk Management (Attachment A, Exhibit 2). The scope of services further requires the consultant to maintain plan check and inspection records, submit invoices and details in a form acceptable to the County (Attachment A, Exhibit 1).

This type of contractual arrangement has been used successfully with other large developments in providing services outside the division's normal course of business (Attachment B). It allows the

developer to move forward at an expedited pace while the County ensures its State mandated California Code of Regulation, Title 24, requirements are met (Health and Safety Code 18941.5).

ENVIRONMENTAL IMPACT

This action is categorically exempt from environmental review pursuant to CEQA Guidelines section 15309 – Inspections since it is for performance of project inspection services.

FISCAL IMPACT

The cost of plan review and building inspection services is included in the Health and Human Services Center capital project number PJ00113, budgeted in the Capital Projects Fund. This multi-year project is budgeted in the FY 2021-22 Final Budget. There is a net increased County cost associated with this action, due to prevailing wage requirements, as all costs for Consultant's plan review and inspection services will be paid from County funds.

ATTACHMENTS

Attachment A: Contract

Exhibit 1: Scope of services

Exhibit 2: Insurance

Exhibit 3: Consultant's Proposal

Exhibit 4: Building valuation data supplement

Attachment B: Independent Contractor Verification

ATTACHMENT A

Administering Agency: Placer County Community Development Resource Agency, Building Services Division

Agreement No.:

Agreement Description: Contract with Bureau Veritas for Plan Review and Inspection Services of the Placer County HHS Building

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, by and between the County of Placer, a political subdivision of the State of California (hereinafter called the "COUNTY"), Bureau Veritas (hereinafter called the "CONSULTANT"), and Turner Construction Company (hereinafter called the "APPLICANT"), collectively referred to as the "PARTIES".

Whereas, APPLICANT has an approved development project consisting of new 147,455 square foot building, known as the HHS Building (the "PROJECT"), and

Whereas, APPLICANT wishes to proceed with construction of the PROJECT, and

Whereas, the PROJECT requires expedited plan review and inspection services (hereinafter sometimes collectively referred to as "SERVICES"), and

Whereas, the COUNTY does not have the staffing resources necessary for this higher-level work demand, and

Whereas, in such instances the COUNTY'S practice is to retain a qualified consulting firm to provide such SERVICES on behalf of the COUNTY, and

Whereas, based on the terms and conditions set forth below, CONSULTANT has agreed to perform SERVICES on the PROJECT for the County, and the APPLICANT has agreed to pay for the costs of performing the SERVICES.

1. CONSULTANT DUTIES AND OBLIGATIONS

- a) CONSULTANT agrees, during the term of this AGREEMENT, to perform the plan review and inspection services described in the Scope of Services, attached hereto as Exhibit 1 and incorporated herein by reference. CONSULTANT shall not begin work until notified by the COUNTY that monies for said work have been deposited by the APPLICANT. Should monies on deposit be depleted prior to CONSULTANT'S completion of work, CONSULTANT agrees and acknowledges that all work will immediately cease upon notice from COUNTY and not re-commence until subsequent notice by COUNTY.
- b) CONSULTANT shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the SERVICES in a professional and timely manner.
- c) CONSULTANT agrees and understands that the SERVICES to be performed under this AGREEMENT are to be performed for and in cooperation with the COUNTY and its staff and that CONSULTANT'S duty is solely to COUNTY, and not to APPLICANT. CONSULTANT shall request and receive direction from COUNTY only with respect to performance of any of the work described herein.
- d) CONSULTANT agrees that it is not presently engaged in, and during the term of this

AGREEMENT will not enter into, any contract with APPLICANT that may impair CONSULTANT'S ability to render complete, fair and impartial advice to COUNTY or may otherwise directly or indirectly be adverse to the interests of COUNTY.

- e) CONSULTANT shall submit all documents and work product directly to the COUNTY without prior review or comment from APPLICANT. CONSULTANT shall not act as a consultant to APPLICANT or any other individual or entity associated with or affected by the PROJECT in any manner that would conflict with CONSULTANT'S responsibilities to the COUNTY during the term of this AGREEMENT. CONSULTANT shall not meet with the APPLICANT or its representatives without either COUNTY staff in attendance or the prior approval of COUNTY. All communications, including e-mail, must include a copy to the COUNTY, unless COUNTY approves otherwise.

Notwithstanding the preceding paragraph, CONSULTANT may from time-to-time contact APPLICANT to receive additional information on the PROJECT in order to assist CONSULTANT in the performance of its duties hereunder. However, prior to any such contact, CONSULTANT shall first contact COUNTY to discuss the scope of this contact and provide COUNTY with a written summary of the discussion with APPLICANT.

- f) CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing SERVICES pursuant to this Agreement.
- g) CONSULTANT shall maintain, at all times, complete detailed records with regard to work performed under this Agreement. CONSULTANT shall submit monthly reports to COUNTY which indicate the type of service and hours of service provided.
- h) CONSULTANT agrees to submit invoices for payment pursuant to the terms outlined in Section 3.

2. COUNTY DUTIES AND OBLIGATIONS

- a) COUNTY shall designate a County staff person who shall act as Services coordinator between COUNTY, CONSULTANT and APPLICANT, provide CONSULTANT with any relevant information in COUNTY'S possession (although it remains CONSULTANT'S responsibility to compile all required background information for the PROJECT), promptly review any and all documents and materials submitted to COUNTY by CONSULTANT, and promptly notify CONSULTANT of any fault or defect in the performance of CONSULTANT'S Services hereunder.
- b) COUNTY agrees to compensate CONSULTANT pursuant to the terms outlined in Section 3.

3. PAYMENT

- a) CONSULTANT acknowledges and agrees that COUNTY'S obligation to pay CONSULTANT shall be contingent upon prior receipt of funds by COUNTY from APPLICANT and that payment by APPLICANT to COUNTY of the required fees is a condition precedent to payment by COUNTY to CONSULTANT hereunder. Under no circumstances shall the COUNTY be obligated to expend its own funds to satisfy obligations under this AGREEMENT. All PARTIES hereto acknowledge and agree that if monies are not received from APPLICANT or not received by the deadlines identified by COUNTY to APPLICANT for submittal of payment, COUNTY will so inform CONSULTANT, which shall immediately stop all work on the SERVICES outlined herein.
- b) The amount to be deposited by APPLICANT with COUNTY will be one (1) percent of the construction valuation of the PROJECT ("Deposit") as determined by the APPLICANT and verified by the COUNTY. For this PROJECT, construction valuation is currently \$ 7 9 , 0 0 0 , 0 0 0 and the Deposit is thus \$790,000. APPLICANT shall submit the Deposit

prior to commencement of plan review services. Any unused portion of the Deposit shall be refunded to APPLICANT upon completion of the PROJECT.

- c) CONSULTANT compensation for the SERVICES outlined in Exhibit 1 shall not exceed the amounts specified in CONSULTANT'S Proposal, attached hereto as Exhibit 3 and incorporated herein by reference. Payment for inspection services will be based on performance and milestone achievement.

Payment for inspection services will be made at the stated percentage of the not-to-exceed fee amount set forth in Exhibit 3 for inspection services:

- 1) After approval of the footings, foundation, under-floor/under-slab, and slab inspections have been approved; twenty (20) percent.
- 2) After approval of the rough electrical, mechanical, plumbing and framing; forty (40) percent.
- 3) After approval of interior and exterior lath, gypsum and exterior siding; ten (10) percent.
- 4) After final inspection has been approved and all required plans, inspection records and documentation have been approved and submitted to the COUNTY; the remaining thirty (30) percent.

Additional SERVICES must be approved by COUNTY and APPLICANT in writing in advance. Any payment owed for approved Additional SERVICES shall be clearly delineated on the monthly invoice. All approved Additional SERVICES shall be billed at the CONSULTANT'S approved hourly rate shown in Exhibit 3. If COUNTY becomes aware that funds on deposit with COUNTY are depleted to \$10,000 or less, COUNTY may notify APPLICANT of the need to deposit additional funds; the amount of additional funds required to be placed on deposit shall be determined by COUNTY in consultation with APPLICANT and CONSULTANT. If the funds on deposit are fully depleted, COUNTY will notify both APPLICANT and CONSULTANT. At that point, CONSULTANT agrees that all work shall cease until APPLICANT deposits additional funds with COUNTY.

- d) In addition to the CONSULTANT compensation set forth in Exhibit 3, APPLICANT shall pay the COUNTY ten (10) percent of the CONSULTANT compensation for processing and managing this AGREEMENT, finaling the building permit, and issuing the Certificate of Occupancy. Any funds unused by COUNTY shall be returned to APPLICANT after issuance of the Certificate of Occupancy.
- e) The PARTIES hereto agree that the fees and charges owed to CONSULTANT shall be limited to the SERVICES outlined in Exhibit 1. Should additional tasks be required to complete the Services, the PARTIES agree to amend this AGREEMENT pursuant to Section 15.
- f) Upon completion of each milestone set forth in Subsection (c) above, CONSULTANT shall submit to COUNTY, with a copy to APPLICANT, an invoice for SERVICES performed in accordance with Exhibit 1, including a detail listing of the actual work performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. Where completion of a milestone requires more than one month's work, CONSULTANT shall submit to COUNTY a preliminary invoice for SERVICES performed to date; however, no payment shall be made until the next milestone is completed and a final invoice submitted to COUNTY. CONSULTANT shall provide such additional information as COUNTY may request to verify any of the amounts claimed for payment in any invoice. Payment shall be made based on the CONSULTANT fees set forth in Exhibit 3. Except as approved by COUNTY in advance for Additional SERVICES, the amounts invoiced by CONSULTANT for completion of a particular milestone shall not exceed the applicable percentage of the CONSULTANT fee amounts specified in Exhibit 3, as set forth in Subsection (c) above. Based on project-specific circumstances, the County may agree to a written request by Consultant to modify the percentage allocations in

Subsection (c) so that a larger percentage of funds is allocated to an earlier milestone in the process. But even when such a request is approved, County will not pay Consultant fees that exceed the amounts shown in Exhibit 3.

4. Term

The term of this Agreement will be for three (3) years with the option for two extensions of the term of one (1) year each. Any extension of the term thereafter will require a written amendment to this Agreement signed by all Parties.

5. Personnel

All services required hereunder shall be performed by Consultant. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of County. All persons performing services for Consultant under this Agreement shall be employees or contractors of Consultant and not County.

6. Records

Consultant shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payment shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this Agreement.

7. Termination

a) In the event County, in its sole discretion, deems it in the best interests of County, County shall have the right to terminate this Agreement at any time without cause by giving thirty (30) days prior written notice of such termination to Consultant and Applicant. Upon receipt of such written notice, Consultant shall immediately cease rendering Services pursuant to this Agreement. In the event of termination of this Agreement:

- 1) Consultant shall deliver to County copies of all documents and writings prepared by Consultant pursuant to this Agreement. The term "documents and writings" shall be construed to mean and include work papers, electronic files, e-mails, drawings, internal memoranda, photographs, background reports and studies, preliminary drafts and other documents and files pertaining to the Project.
- 2) County shall have full ownership and control of all documents and writings. All work papers, graphics, photographs, and any written or graphic material, however produced, prepared by Consultant in connection with its performance of Services hereunder shall be, and shall remain after termination of this Agreement, the property of County and may be used by County for any purpose whatsoever. Notwithstanding, Consultant shall not be responsible for any claims arising out of County's extraction or modification of Consultant's work products or for any claims arising out of the use of work product by County for any purpose other than that expressly set forth in this Agreement.
- 3) Consultant shall be paid the reasonable value of Services rendered by Consultant to the date of termination pursuant to this Agreement, not to exceed the amount documented by Consultant as work accomplished to date in accordance with this Agreement; provided, however, that in no event shall any payment hereunder exceed the amounts shown in Exhibit 3; and further provided, however, Consultant shall not be entitled to payment for lost profits which might have been made by Consultant had Consultant completed the Services required by this Agreement; and further provided, however, no County funds shall be used to pay Consultant; Consultant shall only be paid with funds placed on deposit with

County by Applicant. If Consultant is not fully paid for Services rendered, Consultant's only recourse shall be against Applicant and not County.

- b) Consultant may terminate its services under this Agreement only for good cause or upon the written consent of County and Applicant; Consultant shall provide thirty (30) days advance written notice to County and Applicant of any such intent to terminate.
- c) In the event County directs that work be suspended for a period longer than ninety (90) days for any reason other than dissatisfaction with Consultant's work, Consultant shall be entitled to request reasonable re-mobilization costs to recommence the work. In the event Applicant fails to diligently proceed with processing of the Project and no activity occurs for a period of six (6) months or longer, County reserves the right to review with Consultant the adequacy of the information and studies being used to perform the Services and to require additional analysis be conducted to update any such studies.

8. Ownership of Documents

Consultant agrees to return to County, upon termination or conclusion of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from County and used by Consultant in the performance of its Services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by Consultant in connection with its performance of Services hereunder shall be, and shall remain after termination of this Agreement, the property of County and may be used by County for any purpose whatsoever.

9. Hold Harmless and Indemnification Agreement

Consultant hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising directly or indirectly out of this Agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of Consultant. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against Consultant or County or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this Agreement.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

10. Insurance

Consultant shall file with County concurrently with execution of this Agreement a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing in the amounts indicated in Exhibit 2, attached hereto and incorporated herein by reference.

11. Breach

A failure by any Party to observe and perform its obligations under this Agreement, where such failure continues for thirty (30) days after written notice thereof by the non-defaulting Parties, and failure to cure within that thirty (30) day period shall be deemed a breach.

Should the defaulting Party fail to cure the breach, the non-defaulting Parties may seek all those remedies available at law or in equity, with the exception of the following: 1) in no event shall any of these remedies include the collection of interest unless such interest is imposed pursuant to an order or judgment of a court of competent jurisdiction, and, 2) in no event shall any of these remedies include the right to seek attorney's fees.

12. Notices

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the Parties as follows:

COUNTY OF PLACER
Building Services Division, CDRA
Attn: Randall Befort
3091 County Center Drive
Auburn, CA 95603

CONSULTANT
Bureau Veritas
Attn: Craig Baptista
180 Promenade Circle, Suite 150
Sacramento, CA 95834

APPLICANT
Turner Construction
Attn: Chris Smart
2500 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

13. Assignment

No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of each of the other Parties. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

14. Amendment

No amendment to this Agreement shall be valid unless agreed to in writing by all the Parties. The Deputy Director of Building Services has the authority to approve any amendments to this Agreement on behalf of County that do not result in additional or increased costs or liability to County.

15. Additional Provisions

Additional provisions are attached hereto as Exhibit 4 and incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year last written below.

COUNTY OF PLACER:

Timothy Wegner
Deputy Director of Building Services

Date

APPROVED AS TO CONTENT:

Steve Pedretti
CDRA Agency Director

Date

APPROVED AS TO FORM:

County Counsel

Date

CONSULTANT:

Bureau Veritas

President/Vice President

Date

Secretary

Date

APPLICANT:

Chris Smart C/O Turner Construction

President/Vice President

Date

Secretary

Date

Attachment A, Exhibit 1

SCOPE OF SERVICES

Consultant is to provide plan review and inspection services as defined in Sections 107 and 110 of the 2019 California Building Code of a new two story 147,455 square foot HHS building ("Project").

1. Upon County's acceptance of the construction documents and prior to Consultant conducting any inspections, County shall issue a building permit for the Project.
2. All work shall be inspected for compliance with all applicable California and Placer County Building Codes and the approved plans.
3. Consultant is to provide direct supervision for all of Consultant's employees, including field inspectors. All inspections are to be performed by ICC certified inspectors, or otherwise qualified under the requirements of California Health and Safety Code Section 18949.25.
4. Consultant is to develop and use a system acceptable to County to document all inspection requests and all inspections performed. This documentation shall be approved by Applicant and submitted with each request for payment. Inspections are to be performed as agreed upon, but in all cases shall be performed within 24 hours of request, including weekends.
5. Each inspection shall be clearly documented, providing written correction/deficiency notices when needed. Approval of each inspection phase shall be clearly documented.
6. All field inspection correction notices, reports, testing documents, including special inspection reports, etc., and final entries in the permanent records shall clearly indicate the name of the inspector and the consulting firm along with the date of entry/approvals.
7. Consultant shall notify County's designated staff contact and the County Building Official when work is proceeding beyond what is authorized.
8. Consultant shall notify County's designated staff contact and the County Building Official when Stop Work notices have been issued.
9. The original copies of all final inspection report/records described above shall be forwarded to County's Building Services Division upon final approval of the permit.
10. Final approval of construction documents shall be supplied to the County in electronic form as prescribed in the document retention policy.
11. Certificates of Occupancy, temporary and/or final, shall not be issued without prior written approval from the County's Building Official or his/her designee.

Attachment A, Exhibit 2

INSURANCE

1. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

2. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

3. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable

policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

4. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

5. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

7. Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

BUREAU VERITAS PROPOSAL



July 9, 2021

Turner Construction Company

Chris Smart, P.E., DBIA
Senior Project Manager
2500 Venture Oaks Way, Suite 200
Sacramento, CA 95833
M: 916.7643.1367 | E: csmart@tcco.com

Project: Placer HHC Center

Bureau Veritas (BV) is pleased to submit our fee proposal to provide Building Plan Review and Inspection Services for the Placer HHC Center. We understand that the project will utilize Placer counties Pioneer Program and consists of a new 147,455 s.f. two story office building. The structure will be Type II-B Construction with Types B and A-3 Occupancies and will be fully fire sprinklered. The 84,564 s.f. first floor area of the proposed building will house a lobby with a service counter, waiting areas, conference rooms, training rooms, offices, work cubicles, storage rooms, utility rooms, a break room, public restrooms, and employee restrooms. The 62,891 s.f. second floor area of the building will contain a waiting area, conference rooms, training rooms, offices, work cubicles, storage rooms, utility rooms, and restrooms. We take great pride in our ability to provide exemplary services to our clients.

Building Plan Review and Inspection Scope of Services:

Bureau Veritas has the capacity to deliver Building Plan Review and Inspection Services of the highest caliber for this project. Submitted documents will be reviewed for compliance with applicable provisions of the following codes and associated referenced standards, with Placer County Amendments.

- 2019 California Building Codes
- 2019 California Green Building Codes
- 2019 California Mechanical Codes
- 2019 California Plumbing Codes
- 2019 California Electrical Codes
- 2019 California Energy Standards
- Placer County Amendments to the 2019 CA Building Codes

Plan Review Scope includes:

- 100% DD - (1) Review with comments
- 65% CD - (1) Review with comments
- 100% CD - (1) Initial w/ (2) subsequent resubmittals

Additional reviews; reviews of ASI's / RFI's and design changes will be invoiced at a hourly rate. See fee schedule for additional information.

BV is highly qualified to provide the provision of Building Plan Review and Inspection services. BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted

BUREAU VERITAS PROPOSAL



**BUREAU
VERITAS**

a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

Plan Review Comments List (PRCL)

Our experienced Plan Check Engineers have worked extensively on developing our Master Template: an electronic guide book used by our Plan Check Engineers and Examiners to create a job specific Plan Review Comment List (“PRCL”). The Master Template is based on the most universal codes from the current California Building Code (CBC). It consists of several sections, including Commercial, Residential, Structural and Jurisdictional. Each section is further divided into sub-sections, such as Mechanical, Electrical, Plumbing, Energy and Accessibility.

The Master Template guides the Plan Check Engineers and Plans Examiners through a comprehensive review, and when they find any area that is not code compliant, they add the appropriate comment to a project-specific PRCL. The plans are then analyzed for code requirements that are not on the template, adding comments to create a project-specific PRCL. Since each project has unique structural components, the Plans Examiner will customize the structural section of the review to the specific project. When the plan review is completed, the PRCL can be electronically transmitted to the City’s staff as a MS Word document or a PDF file.

With a thorough review conducted initially, subsequent reviews will focus on the items on the comment list and the responses from the applicant. After each item is adequately addressed, the plans will be approved.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into the firm’s database, processed, and returned on time to the client. BV’s plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this the firm provides the following:

- **Structural Review:** BV is uniquely qualified and experienced in structural review. The firm has plan review and inspection personnel which have specialized experience with multifamily residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle even the most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions.
- **Architectural Review:** BV blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all client needs. The firm is able to tailor its solutions specific to the project as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 45 years.
- **Mechanical Review:** The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the municipality. BV’s staff includes licensed and certified mechanical engineers who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the client, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.
- **Electrical Review:** Electrical review to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi-family residential,



custom homes, resorts, and hotels.

- **Plumbing Review:** The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the municipality. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.
- **Green Building Review:** BV has plan review engineers and plans examiners who are well versed and experienced with energy code compliance. BV staff have reviewed plans and inspected projects which incorporate new technology and complex energy code compliance.
- **Disabled Access Review and Inspections:** BV has extensive experience and capability which will enable its staff to provide complete plan review and inspection utilizing individuals who possess CASp certification. BV has CASp certified individuals who are able to respond to the needs of the client quickly. The firm currently provides CASp certified individuals to jurisdictions in California to meet the requirements of SB 1608. Additionally, BV has provided accessibility reviews and inspections of projects in the Northern California region.
- **Building Inspections:** BV provides full building inspection services. The firm can provide inspection services for a single project, such as this one, which presents unique complexities due to its construction or size, provide inspectors for peak workloads or staff time off, or can provide enough staff to handle all inspection services. BV's building inspection can be adjusted to provide a high level of coordination specifically suited to the design build concept.

Building Inspection

BV inspectors are ICC certified and have extensive experience in the construction trades as well. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, the firm's inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection team also has the capacity to provide on-call building inspection services to cover staff vacation time, peak work loads, specialized inspection activities, and any other situations which may arise. These activities may include next-day inspections and same-day response to important or urgent requests. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept.

BV will provide the City with ICC certified personnel to provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, city, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors & owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Upon request, the firm will inspect existing buildings for substandard, unsafe conditions.

BUREAU VERITAS PROPOSAL



**BUREAU
VERITAS**

Delivery Timeframes

At Turner's request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm can use electronic submittals, phased submittals, conference calling, and videoconferencing.

Service	Initial Check (working days)	Recheck (working days)
Placer HHC Center Project	15	10

Fee Arrangement

Fee Schedule			
Classification/Scope	Fee	Fee Type	Total NTE
Plan Review	\$81,600	Fixed Fee	\$81,600
Inspections	\$115 per hr. w/ 2 Hour minimum	Hourly Fee	\$317,400
Total Not-To-Exceed for Project			\$399,000

Note: Additional reviews; reviews of ASI's / RFI's and design changes will be invoiced at a hourly rate of \$140.

Terms and Conditions:

Bureau Veritas' standard Terms and Conditions will govern the work provided and can be found here: <https://www.bvna.com/code-compliance-terms-and-conditions>

BV looks forward to continuing a strong and successful relationship with Turner Construction Company

Sincerely,

Craig Baptista
Vice President, Facilities Division - West Region

Bureau Veritas
P. 916.514.4516 | C. 916.291.9151
E. craig.baptista@bureauveritas.com

Andrea Coley
Inspection Services Manager

Bureau Veritas
P. 916.514.4503
E. andrea.coley@bureauveritas.com

Attachment A, Exhibit 4

TABLE 3-A

The basic fee shall be computed and paid as follows: This fee does not include electrical, mechanical, or plumbing "Permit & Inspection Fees." It does not include fees charged for energy compliance review, accessibility compliance review, seismic, nor does it include fees charged by other agencies.

VALUATION	BASIC FEE SCHEDULE
Residential (R-3 and Accessory):	\$.007 x valuation/ minimum \$40.00
Commercial and Industrial:	
\$ 1—\$ 500,000	\$.007 x valuation/ minimum \$129.29
\$ 500,001—600,000	\$3,500 + (.00455 x valuation exceeding \$500,001
\$ 600,001—700,000	\$3,955 + (.0042 x valuation exceeding \$600,001
\$ 700,001—800,000	\$4,375 + (.00385 x valuation exceeding \$700,001
\$ 800,001—900,000	\$4,760 + (.0035 x valuation exceeding \$800,001
\$ 900,001—1,000,000	\$5,110 + (.00315 x valuation exceeding \$900,001
\$ 1,000,001—AND GREATER	\$5,425 + (.0028 x valuation EXCEEDING \$ 1,000,000)

TABLE 3-B

Permit fees as referenced and based on valuation for Plumbing, Electrical, and Mechanical permits shall be computed individually and paid as follows: This table does not apply to residential permits \$4,000.00 or less.

VALUATION	BASIC PERMIT FEE
Residential (R-3 and Accessory):	.001 x valuation
Commercial and Industrial:	
\$ 1—\$ 500,000	\$.001 x valuation/ minimum \$129.29
\$ 500,001—600,000	\$500 + (.00065 x valuation exceeding \$500,001
\$ 600,001—700,000	\$565 + (.0006 x valuation exceeding \$600,001
\$ 700,001—800,000	\$625 + (.00055 x valuation exceeding \$700,001
\$ 800,001—900,000	\$680 + (.0005 x valuation exceeding \$800,001
\$ 900,001—1,000,000	\$730 + (.00045 x valuation exceeding \$900,001
\$ 1,000,001—AND GREATER	\$775 + (.0004 x valuation EXCEEDING \$ 1,000,000)

(1) Projects \$5,000,000 and greater pay a permit fee of 1% (.01) x valuation in addition to the plumbing, electrical, and mechanical inspection fees in Table 3-B. The amount in excess of the basic fee computed by Table 3-A and Table 3-B is subject to cost accounting on an hourly basis and refunds made available for any funds not used between the basic fee and the 1% permit fee.

For example, a \$5,000,000 project would pay a 1% permit fee of \$50,000. Tables 3-A and 3-B calculates a basic fee of \$23,750 [(5,425 + .0028 x 4,000,000) + (775 + .0004 x 4,000,000) x 3 (P,E,M)]. Department time on the project would be cost accounted. The amount between the 1% deposit and the basic fee (\$50,000 minus \$23,750) would fund department costs above the basic fee. Any unused portion above the basic fee would be returned at the final of the project.

(2) Any project receiving a higher than normal level of service, such as extended hours to accommodate an expedited schedule, or continuous inspection, must pay the associated costs.

ATTACHMENT B

Independent Contractor Verification

The nature, unpredictability, and instability of requests for service encourage an adaptable approach to fulfilling plan check and inspection requests. Independent contractors provide necessary resources to fulfill higher-level demands for service beyond permanent staff's capabilities, and outside the County's normal course of business. To ensure conformance with independent contractor criteria, staff's findings for the identified independent contractors is as follows:

1. Bureau Veritas (consultant)
1. The business service provider (consultant) is free from the control and direction of the contracting business entity (County) in connection with the performance of the work, both under the contract for the performance of the work and in fact.
 - a. Building Services in no way controls or directs the performance of the independent consulting firm. Work is disseminated to the consulting firm either electronically, or by paper, and returned as a finished product/completed or denied plan check. Inspections are disseminated daily, or as best determined by consultant, with day-end results of each inspection recorded by County.
2. The business service provider is providing services directly to the contracting business rather than to customers of the contracting business.
 - a. The Building Services Division receives requests for service by the customer, disseminates work product to the consultant, and records results of the customers requested service into the County's permanent record.
3. The contract with the business service provider is in writing and specifies the payment amount, including any applicable rate of pay, for services to be performed, as well as the due date of payment for such services.
 - a. Building Services has specific written contracts with the consultant firm outlining payments and rates of pay for services performed, as well as any due date.
4. If the work is performed in a jurisdiction that requires the business service provider to have a business license or business tax registration, the business service provider has the required business license or business tax registration.
 - a. The consultant firm has the necessary business tax registration and any necessary business licenses.
5. The business service provider maintains a business location, which may include the business service provider's residence, that is separate from the business or work location of the contracting business.
 - a. The consultant firm maintains an independent business location separate from any County or Building Service Division location.

6. The business service provider is customarily engaged in an independently established business of the same nature as that involved in the work performed.
 - a. The consultant firm's primary business is to provide plan check and inspection services to Cities and Counties.
7. The business service provider can, and does, contract with other businesses to provide the same or similar services and maintain a clientele without restrictions from the hiring entity.
 - a. The consultant firm conducts business of the same nature with surrounding, as well as other, Cities and Counties in the State of California.
8. The business service provider advertises and holds itself out to the public as available to provide the same or similar services.
 - a. An online search demonstrates the firm offers its services to the public.
9. Consistent with the nature of the work, the business service provider provides its own tools, vehicles, and equipment to perform the services, not including any proprietary materials that may be necessary to perform the services under the contract.
 - a. The consultant provides its own method, machinery, materials, and manpower to complete the requested services.
10. The business service provider can negotiate its own rates.
 - a. The consultant offered its own rates during a "request for proposals" County process.
11. Consistent with the nature of the work, the business service provider can set its own hours and location of work.
 - a. The consultant sets the hours, days, and location of the work to be performed.
12. The business service provider is not performing the type of work for which a license from the Contractors' State License Board is required, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code.
 - a. Plan check and inspection services do not require a license from the Contractor's State License Board.

