



MEMORANDUM
PROCUREMENT SERVICES DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** September 13, 2022
FROM: Jane Christenson, Acting County Executive Officer
BY: Brett Wood, Purchasing Manager
SUBJECT: Building Plan Check and Field Inspection Services – Multiple Firms

ACTION REQUESTED

Approve an increase to contracts with 4Leaf Inc. of Pleasanton, CA, Bureau Veritas North America, Inc. of Sacramento, CA, and Shums Coda Associates, Inc. of Pleasanton, CA for plan check and inspection services in the aggregate amount of \$100,000.00 for a revised maximum aggregate amount of \$950,000.00, effective through September 12, 2022.

Approve the Qualified List based on the competitive Request for Qualifications No. 20287 for Building Plan Check and Field Inspection Services to be provided as needed for the Community Development Resource Agency Building Service Division for the period of September 13, 2022 to September 30, 2025.

Approve option to renew the resulting Qualified List on a year-to-year basis for two (2) additional one-year terms.

Approve the award of contracts with firms from the qualified list for plan check and inspection services in the aggregate amount of \$750,000.00 for the period of September 13, 2022 to September 30, 2023.

Approve the option to renew the resulting agreements on a year-to-year basis for two (2) additional one-year periods in a maximum amount of \$750,000.00 annually.

Authorize change orders up to a cumulative amount of \$75,000.00 consistent with the Placer County Procurement Policy.

Authorize the Purchasing Manager to sign all required documents.

BACKGROUND

The Community Development Resource Agency (CDRA) Building Services Division requires a list of qualified firms to provide building plan check and field inspection services on an as-needed basis for verification and/or correction to plans and specifications submitted by various applicants. These services will generally include Building Code compliance review of a proposed building's architectural/structural drawings and associated supporting data, consultation services, and/or field inspection. These services may be performed based on a specific request from the County for

either specific or general plan check functions, consultation, or field inspection.

On June 13, 2017, your Board approved the award of a qualified list to provide plan check and field services for building permits as needed. On April 24, 2018, your Board approved the option to renew the agreements for four additional one-year periods. On March 12, 2019, your Board approved an amendment to increase the agreements in an aggregate amount of \$850,000.00. The current agreements expired on June 30, 2022. An increase is necessary to provide CDRA with the means to pay for plan check and field inspection services through September 13, 2022. CDRA estimates that an additional \$100,000.00 will be needed to cover expenses for future plan check and field inspection services through the end of the agreement term. The increase is due to the continuing need to outsource plan check and inspection services.

To identify a new list of qualified firms to provide the above services, CDRA enlisted the assistance of the Procurement Services Division to develop Request for Qualifications (RFQ) No. 20287. Over 1,000 firms were notified of the solicitation, 18 firms accessed the documents, and formal responses were received from 10 firms.

An evaluation panel comprised of representatives from CDRA Building Services Division reviewed the responses in accordance with the evaluation criteria contained within the solicitation. The final Qualified List is the result of the panel's recommendation for the top-ranked firms to provide building plan check and field inspection services based on the requirements and criteria noted in this RFQ and do not in any way reflect the evaluation panel's judgment of the responding firms' capabilities to perform work outside of this specific solicitation.

CDRA's Building Services Division continues to experience a high volume need for plan check services and request to established new contracts with multiple firms on the qualified list. These new contracts will provide building plan check and field inspection services on an as-needed basis for verification and/or correction to plans and specifications submitted by various applicants for the period of September 13, 2022, through September 30, 2023.

The requested actions require your Board's approval in accordance with Procurement Policy. A summary of the proposed firms for the Qualified List is contained in the attachment.

FISCAL IMPACT

The total cost of the amended contracts is \$950,000.00. Funding for the \$100,000.00 aggregate increase is available in the FY2022-23 budget for CC06002 – Building Services. The total cost of the new contracts is \$750,000.00. Funding for this total is available in the FY2022-23 budget for CC06002 – Building Services. Funds are not encumbered until services are provided against the contracts.

There is no immediate fiscal impact resulting from establishing the Qualified List. Individual County contracts will be negotiated with one or more firms as needed, and the resulting expenditures will be funded from existing budgets or project funds, as appropriate.

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Contracts of \$100,000.00 or less may be executed by the Purchasing Manager. All County contracts exceeding \$100,000.00 for County initiated projects will require your Board's approval.

ATTACHMENTS

Attachment A – Qualified List

Attachment B – Draft Master Services Agreement

Attachment A

**QUALIFIED LIST
BUILDING PLAN CHECK AND FIELD INSPECTION SERVICES**

<u>NAME OF FIRM</u>	<u>CONTACT PERSON</u>	
4LEAF Inc. 2126 Rheem Drive Pleasanton, CA 94588	Kevin J. Duggan	
	Phone:	925-462-5959
	Email:	kduggan@4leafinc.com
Apex Compliance 2575 Volley Road Meadow Vista, CA 95722	Scott Patterson	
	Phone:	530-320-4294
	Email:	spatterson@apexcomp.org
BPR Consulting Group 2201 Francisco Drive, #140-658 El Dorado Hills, CA 95762	Ron Beehler	
	Phone:	916-204-3178
	Email:	rbeehler@bpr-grp.com
Coastland Civil Engineering 11641 Blocker Drive, Suite 170 Auburn, CA 95603	Salvatore Lucido	
	Phone:	707-636-7013
	Email:	lucido@coastlandcivil.com
Shums Coda Associates Inc. 5776 Stoneridge Mall Road, Suite 150 Pleasanton, CA 94588	David Basinger	
	Phone:	925-413-5626
	Email:	david.basinger@shumscoda.com
TRB and Associates Inc. 3180 Crow Canyon Place, Suite 216 San Ramon, CA 94583	Todd Bailey	
	Phone:	916-384-0900
	Email:	tbailey@trbplus.com

Attachment B

MASTER SERVICE AGREEMENT

ADMINISTERING AGENCY: COUNTY OF PLACER PROCUREMENT SERVICES

DESCRIPTION: MASTER SERVICES AGREEMENT FOR PLAN REVIEW AND/OR INSPECTION SERVICES

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 20__, BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and 4LEAF Inc., located in Pleasanton, CA, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H

WHEREAS, the COUNTY requires _____ services; and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services; and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in task order and RFQ No. 20287, Building Plan Check and Field Inspection Services and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in task order.
2. **Amendments to Agreement.** All amendments to either this agreement or any subsequent task orders must be processed as change orders.
3. **Time of Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in any subsequent task order shall constitute material breach of this contract.
4. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable document based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the purchase order for each specific project. The payment specified on the document shall be the only payment made to Consultant for services rendered pursuant for the specific engagement. Consultant shall submit all billings for said services to County in the manner specified in RFQ No. 20287.
5. **Records.** CONSULTANT shall maintain at all times complete detailed records with regard to services 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 payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

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6. **Employees of Consultant.** All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
7. **Conflict of Interest.** CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.
8. **Nondiscrimination.** During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

9. **Indemnity.**
The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER 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 PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the 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, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

10. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A-:VII showing the following coverage:

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10.1 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.

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

10.2 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:

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- (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 case shall the types of policies be different.

10.3 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"

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10.4 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.

10.5 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 affecting 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.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

11. **Non-Assignability.** This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.

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12. **General Compliance with Laws.** The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement, or which may later be enacted. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
13. **Prevailing Wage Requirements.** The services described herein are for publicly funded projects, considered “public works” as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. **Use of Sub-Consultants.** CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project.
- A. Nothing contained in this contract, any task order, or otherwise, shall create any contractual relation between THE COUNTY and any sub-consultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to THE COUNTY for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its sub consultant(s) is an independent obligation from THE COUNTY obligation to make payments to the CONSULTANT.

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- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract or task order shall be subcontracted without written authorization by THE COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
 - C. CONSULTANT shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by THE COUNTY.
 - D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-consultants.
 - E. Any substitution of sub-consultant(s) must be approved in writing by THE COUNTY's Contract Administrator prior to the start of work by the sub-consultant(s).
15. **Suspension or Abandonment With or Without Cause.** COUNTY may suspend or abandon, by written notice, all or a portion of the work under this Agreement for any reason. CONSULTANT may request that all or a portion of the work under this Agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
16. **Cancellation.** THE COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- A. THE COUNTY may terminate this agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, THE COUNTY may proceed with the work in any manner deemed proper by THE COUNTY. If THE COUNTY terminates this contract with CONSULTANT, THE COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to THE COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
 - B. The maximum amount for which the COUNTY shall be liable if this agreement is terminated is the amount set forth in applicable documents(s) based on this Master Services Agreement.
17. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
18. **Disputes.** All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.

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19. **Remedies.** In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, applicable to specific task order.
20. **Notices.** All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY OF PLACER:

Placer County Procurement Services
Attn: Purchasing Manager
2964 Richardson Drive
Auburn, CA 95603

Phone: 530-886-2122
Email: Procurement@placer.ca.gov

CONSULTANT:

4LEAF Inc.
Attn: Kevin J. Duggan
2126 Rheem Drive
Pleasanton, CA 94588

Phone: 925-462-5959
Email: kduggan@4leafinc.com

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IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

“CONSULTANT” *

Consultant Name
State and Type of Company

By: _____
Officer Signature # 1

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2

By: _____
Print Name and Title

Date: _____

“COUNTY”

STATE OF CALIFORNIA
COUNTY OF PLACER

By: _____
Purchasing Manager
Procurement Services Division

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

TASK ORDERS WILL BE NEGOTIATED ON A CASE BY CASE BASIS, BASED ON THIS MSA AND CONSULTANT'S PROPOSAL

ATTACHMENTS:

- Exhibit A - Task Order (*Task Specific Scope of Services, Related Payment and other applicable forms*)
- Exhibit B - Fee Schedule

*If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

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EXHIBIT A

GENERAL SCOPE OF WORK

Excerpt taken from RFQ20287 Scope of Work and will be negotiated on a case-by-case basis

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1.0 SCOPE OF WORK

- 1.1 Services shall be performed under the direction of the Community Development Resource Agency, Deputy Director of Building Services or designee, on an as-needed basis for verification and/or correction to plans and specifications submitted by various applicants. These services will generally include Building Code compliance review of a proposed building's architectural/structural drawings and associated supporting data, consultation services, and/or field inspection. These services may be performed based on a specific request from the County for either specific or general plan check functions, consultation or field inspection.
- 1.2 Funding of consultant plan check services requested by the County shall be the responsibility of the County. The applicant shall not pay the consultant directly. The fees for all plan checking services shall be based on Consultant's fee schedule as identified in Exhibit B-1 and/or by separate contract and/or an agreed upon "contract fee" for each specific plan check, or pre-approved estimate based on "Time and Materials" for general plan check services.
- 1.3 Turnaround times for plan checks shall be as established by the County, in consultation with the Consultant, prior to the start of any services. In general, turnaround times range from three (3) days for residential project initial review, and ten (10) business days for commercial/industrial project review. Rechecks shall be completed in one-half the initial review time stated above.
- 1.4 Plan checking services shall be performed in accordance with any or all of the following, as may be relevant to the task or project:
- Current California Building Code, County Ordinances, Design Standards, Policies, General Specifications of Placer County; and
 - The terms and conditions of any individual agreement which may be negotiated between the successful Consultants and the County.
- 1.5 Plan check methods and format shall be consistent with those methods established and used by County staff. Upon the completion of each plan check, the consultant shall provide, at minimum:
- Two (2) sets of marked up prints/plans
 - Written list of comments, both hard copy and electronic file in MS Word format, or may be through any County electronic plan review system as directed. Comments shall be numbered to coordinate to the specific plan sheet and/or supporting documents in question including referencing code sections.
 - The County, or its systems, shall notify the applicant of plan readiness (correction or approval) including any permit issuance notice, unless directed otherwise.
- 1.6 It is anticipated that each project for the Building Service Division will typically require two (2) plan checks.

If additional plan checks are required beyond 2, due to circumstances outside the control of the Consultant, the additional services shall be documented and billed at the Consultant's pre-approved billing rate. These additional services shall only be performed upon prior approval by the County. If additional plan checks are required as a result of Consultant's lack of performance, no additional billings shall be allowed or paid.

If the work was performed under a specified agreement with a fixed cost, full payment of the entire contract cost shall be paid upon completion of services, even if less than the expected number of plan checks are conducted.

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- 1.7 The Consultant shall pick up plans and maps for checking at the County offices in Auburn within 24 hours of notification by the County, or the consultant may arrange for courier services at the consultant's expense. Digital transmission of plans and documents may be acceptable subject to prior approval of COUNTY such that County incurs no additional cost or time obligation (e.g. scanning of documents) in preparing items for digital transmission.
- 1.8 Upon completion of the plan check assignment, the Consultant shall provide a written recommendation for approval of the plans, which shall be addressed to the Deputy Director of Building Services, or their designated representatives. Approved plans for Building Permit plan review shall be delivered to: the CDRA Public Services Counter for permit processing, through CDRA's permitting system (Accela), through CDRA's plan check software (DigiPlan), or as directed.
- 1.9 The maximum turnaround time for plan checks shall be specified at the time the work is assigned to the consultant, or as outlined in the scope of services. The consultant shall complete the work within the specified time, unless prior written approval is obtained from the Deputy Director of Building Services, or their designee. Requests for extensions of the turnaround time shall be submitted in writing within five (5) working days of receipt of plans.
- 1.10 Plan checks shall only be conducted upon pre-approval by the County. Forms or process to secure pre-approval will be provided to the Consultant by the County.
- 1.11 The Consultant's Lead Representative shall be available in person for consultation at scheduled appointments, as needed. Appointments shall be held during normal County working hours in the County offices in Auburn, unless an alternative location is approved by the County. Any costs associated with the Lead Representative and/or subordinates to attend meetings shall be entirely borne by the Consultant; no additional billings for meeting attendance shall be allowed or paid.
- 1.12 Consultant may be required to submit an estimate of the total cost of plan checking within 2 working days of receipt of the preliminary plan set. This estimate is intended solely for use in determining an approximate cost of the work to secure a retainer from the developer/applicant.
- 1.13 RECORDS

The Consultant shall maintain the following records for each project:

- A. A written copy of all plan check corrections required, name of owner, name of plan preparer, County project number, project name, date the plan check was requested, and date the plan check was completed. These records shall include both hard copy and an electronic file (MS Word format) or may be through CDRA's electronic systems (Accela/DigiPlan) as directed.
- B. Letter of recommendation of plan approval, signed, stamped and dated by the Lead Representative at the completion of the full plan review service.
- C. A written record of payment requests submitted to Placer County and a record of payments received on a monthly basis or as requested by Placer County.

Attachment B

- D. A record of the hours expended in the checking process for each plan. This record shall provide hourly details by discipline (i.e. plan checker, Senior plan checker, field inspector, etc.).

1.14 QUALIFICATIONS

- A. Firms who wish to be considered for work for the Building Service Division shall have a registered Structural Engineer or Licensed Architect on staff who is experienced in building permit plan checking and related inspection services. This individual shall be responsible for the supervision of any and all engineers/plan checkers in the firm (and subcontractors if applicable) who perform these plan check services on behalf of the County's Building Service Division.

1.15 DATA AVAILABLE FROM THE COUNTY

The County will provide the following information to awarded Consultants:

- Request for Plan Review Form
- One license access to any electronic software (Accela/DigiPlan) as necessary
- Building Service Division Consultant Handbook
- Advice by telephone, upon request
- In person meeting at the County offices at the discretion of the County

These documents are also available for review prior to the close of this RFQ by contacting the Community Development Resource Agency, 3091 County Center Drive, Suite 120, Auburn, California. Please call 530-745-3000 for an appointment.

EXHIBIT B
FEE SCHEDULE