COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

BUILDING SERVICES DIVISION

Tim Wegner, CBO
Chief Building Official

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael Johnson, AICP
Agency Director

DATE: January 21, 2014

SUBJECT: **PLAN REVIEW AND INSPECTION SERVICE CONTRACT WITH WILLDAN ENGINEERING**

ACTION REQUESTED

Authorize the Building Services Division to execute a contract with Willdan Engineering to provide plan review and inspection services for the Walmart project. There is no net County cost associated with this action as all costs for the plan review and inspection services will be paid by the applicant, BRR Architecture, Inc.

BACKGROUND

Large projects often request quick-turn plan reviews and inspection services on a continuous basis, including after-hours and weekend demands for service. The Building Services Division does not currently have the staffing resources to support this higher level work demand, and therefore relies upon qualified consulting firms to provide such services on behalf of the County. This proposed contract is between the County and Willdan Engineering (CONSULTANT), with provisions for payment from BRR Architecture, Inc. (APPLICANT) based upon service performance by the consultant.

DISCUSSION

Walmart is a large project exceeding the $5 million threshold established in the Division's fee schedule. For this reason, Building Services will utilize existing approved County consultants, already on the County's Plan Check and Inspection Service Qualified list per RFP 10069, for the performance and delivery of plan review and inspection services for this project.

Building Services requested that the applicant interview at least two of the Board-approved consultants and select a consultant meeting the needs of the applicant. From these interviews, the applicant has requested to utilize Willdan Engineering.

The contract with the scope of services is attached to this memorandum. The consultant will be paid from monies that will be required to be deposited in advance by the applicant, BRR Architecture, Inc. The initial deposit represents one percent of the valuation of the project, as determined by the Building Services Division fee schedule, minus the standard fee due to the County. The contract will cover both the building plan review and field inspection services. Payment requirements will be 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 additional funds based on the previously described valuation. If the initial

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Web Site Address: http://www.placer.ca.gov
Email: building@placer.ca.gov

Administering Agency: **Placer County Community Development Resources Agency, Building Services Division**

Agreement No.:

Agreement Description: **Walmart Plan Review and Inspections Services**

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, by and between the COUNTY OF PLACER (hereinafter called the "County"), a political subdivision of the State of California, and Willdan Engineering, (hereinafter called the "Consultant.)

Whereas, Walmart ("Applicant") has an approved development project known as Walmart (the "**Project**"), and

Whereas, Applicant wishes to proceed with construction of the Project, and

Whereas, Applicant desires expedited review of building 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 Plan Check and Inspection Services for the Project for County, and 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 check and inspection services described in Exhibit A - Scope of Services ("Services"). The Consultant acknowledges and agrees that the work shall be completed in two phases for purposes of invoices and payment: Building Plan Check (Phase 1) and Inspection Services (Phase 2). Consultant shall not begin work on either phase until notified by County that monies for said phase have been deposited by the Applicant. Should monies on deposit be depleted prior to Consultant's completion of either phase, Consultant agrees and acknowledges that all work will immediately cease upon notice from County and not re-commence until subsequent notice of the 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. Consultant shall request and receive direction only from County with respect to performance of any of the work described herein.

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ATTACHMENT 1

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 the 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 their 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.

f) Notwithstanding the provisions of subsection (e), the Consultant may from time-to-time contact the 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 the County to discuss the scope of this contact and provide the County with a written summary of the discussion with the Applicant.

g) Upon execution of this Agreement, Consultant shall issue a Data Request to the Applicant through the County. Once satisfactory data is received, Consultant will begin Plan Check Services (Phase 1).

h) Upon approval of construction drawings through plan check services, Consultant shall notify the County of such approval in written form enabling permit issuance by County. Once County permit issued, and Consultant so notified, Consultant will begin Inspection Services (Phase 2) at the request of the Applicant.

i) 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.

j) Consultant shall maintain, at all times, complete detailed records with regard to work performed under this Agreement. Consultant shall submit monthly reports to the County which indicate the type of service and hours of service provided.

k) Consultant agrees to submit invoices for payment pursuant to the terms outlined in Section 3.

2. <u>County Duties and Obligations</u>

a) County shall designate a County staff person who shall act as coordinator between the County, Consultant and the Applicant for the Services, provide the Consultant with any relevant information in its 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 by County of funds 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 submission of payment, County has the right to notice and Consultant is entitled to immediately stop all work on the Services outlined herein.

Should the monies deposited for either phase be depleted prior to completion of that phase, the County shall notice Consultant and Consultant agrees that all work shall cease until said additional deposit is received by County.

b) The amount to be deposited per phase will be based on 1% of the valuation of the Project, as determined by the Applicant and verified by the County pursuant to the Building Valuation Data Supplement. The difference between the standard building permit fee and the 1% Project valuation figure shall be retained by Building Services to cover the costs of administering this Agreement. The standard building permit fee is determined by the use of the adopted fee tables. The standard permit fee amount shall be used to fund payments to the Consultant.

c) The parties hereto agree that the fees and charges shall be limited to the Services outlined in the Scope of Work attached hereto as Exhibit A. Should additional tasks be required to complete the Services, the parties agree to amend this Agreement pursuant to Section 15.

d) Consultant shall submit to the County, who in turn shall provide a copy to Applicant, monthly invoices for work performed as outlined in Exhibit A, 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. County shall promptly review the invoice, and provided the work has been satisfactorily performed in accordance to Exhibit A, County shall pay invoices within twenty (20) days of approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice. Payment shall be made monthly based on time and materials charges according to the fee schedule and based on the hourly rates set forth in Exhibit A attached hereto and incorporated herein by reference.

4. Term

The term of this Agreement will be for three (3) years with the option for two extensions of the term of one year each. Extensions of the term will require written amendments to this Agreement by all parties but no prior authorization by the Board of Supervisors provided all other terms of the Agreement remain unchanged, including the Scope of Work.

5. Personnel

All services required hereunder shall be performed by the Consultant.

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 the County, County shall have the right to terminate this Contract at any time without cause by giving thirty (30) days prior written notice of such termination to Consultant and Applicant. In the event of notice of termination by County, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Contract. In the event of termination of this Contract:

1. Consultant shall deliver to County copies of all documents and writings prepared by it pursuant to this Contract. 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 Contract, the property of the County and may be used by the County for any purpose whatsoever. Notwithstanding, Consultant shall not be responsible for any claims arising out of the County's extraction or modification of Consultant's work products and for any claims arising out of the use of work product by County for any other purpose than which is expressly set forth under 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 amount specified in the Scope of Work in Exhibit A, 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.

b) Consultant may terminate its services under this Agreement only upon good cause or upon the written consent of the County and Applicant, and shall provide thirty (30) days advance written notice to County and Applicant of any such intent to terminate.

c) In the event the 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 Plan Check and Inspection services and to require additional analysis be conducted to update any such studies.

8. Force Majeure

Consultant shall not be in default of this Agreement by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, and any other delays unavoidable or beyond Consultant's reasonable control. In the event of any such cause of delay, the time of completion shall be extended accordingly.

9. Ownership of Documents

Consultant agrees to return to the 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 the County and may be used by the County for any purpose whatsoever. County agrees to absolve Consultant of any liability resulting from such future use.

10. Hold Harmless and Indemnification Agreement

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 PLACER 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 contract or 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 the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER 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 PLACER 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 the County of Placer, its officers, agents, employees, and volunteers.

11. 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 B.

12. 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 30 day period shall be deemed a breach.

Should the defaulting party fail to cure the breach, the non-defaulting party may seek all those remedies available to it 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.

13. 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: Ken Sibley
3091 County Center Drive
Auburn, CA 95603

CONSULTANT
Willdan Engineering
Attn: Michael Graham
2150 River Plaza Dr, Ste 300
Sacramento, CA 95833

APPLICANT
Walmart
Attn: Kelly Collier
2001 SE 10th Street
Bentonville, AR 72716

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.

14. 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 provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

15. Amendment

No amendment to this Agreement shall be valid unless agreed to in writing by all the parties.

16. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Placer, California.

17. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of the Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.

18. Authority to Execute

Each individual signing this Agreement represents and warrants that he or she has the power and authority to bind the entity or individual on behalf of whom he or she is signing.

19. Construction and Interpretation

It is agreed and acknowledged by the parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

20. Counterparts

This contract may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

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

PLACER COUNTY:

Tim Wegner, Chief Building Official	Date

APPROVED AS TO FORM:

County Counsel	Date

APPROVED AS TO CONTENT:

Michael J. Johnson, AICP CD/RA Agency Director	Date

CONSULTANT*:

Willdan Engineering

President/Vice President	Date
Secretary	Date

ACKNOWLEDGEMENT OF APPLICANT

The undersigned hereby approves the retention of Consultant by the County and acknowledges that it is solely responsible and liable for payment of the Services identified in this Agreement on the terms and conditions set forth above. Consistent thereto the Applicant acknowledges its obligation to deposit with the County, concurrent with the execution of this Agreement acknowledgement, the

sum of 1% of the valuation of the Project, as determined by the Applicant and verified by the County pursuant to the Building Valuation Data Supplement, which County shall promptly deposit in the "Trust Fund" and utilize for payment of Building Services costs, and payment to Consultant for work performed in accordance with this Agreement and the Building Department Fee schedule.

Walmart

President	Date
Vice President	Date

*If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

SCOPE OF SERVICES

Building Submittal Documents specific to plan review and inspections: Building Submittal Documents and Inspections as defined in Section 107 and 108 of the 2010 California Building Code and in corresponding sections of all adopted Placer County Codes as pertains to the Walmart project.

1. Consultant is to provide direct supervision for all of Consultant's employees, including plan review staff and 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.

2. Consultant shall provide plan review services for compliance with all applicable California and Placer County Building Codes at time of application.

3. All work shall be inspected for compliance with all applicable California and Placer County Building Codes and the approved plans.

4. Each inspection shall be clearly documented, providing written correction/deficiency notices when needed. Approval of each inspection phase shall be clearly documented.

5. Upon acceptance of the construction documents by consultant and prior to conducting inspections, Placer County shall issue a building permit for such work.

6. Notify the County's Building Official when work is proceeding beyond what is authorized.

7. Notify the County's Building Official when Stop Work notices have been issued.

8. Consultant is to develop and use a system acceptable to the County to document all inspection requests and all inspections performed. This documentation shall be submitted with each request for payment. Inspections are to be performed as agreed upon, but in all cases be performed within 24 hours of request.

9. 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.

10. The original copies of all final inspection report/records described above shall be forwarded to the County's Building Services Division upon final approval of the permit.

11. Final approval of construction documents shall be supplied to the County in electronic form as prescribed in the document retention policy.

12. 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.

EXHIBIT B

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 polices 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 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.

deposit is depleted prior to completion of either phase, further services will be suspended until the applicant deposits additional monies 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 occurs first. The contract requires the consultant to procure/maintain insurance in the amounts identified by Risk Management. The contract further requires to the consultant to maintain records, submit invoices and details in a form acceptable to the County.

This type of contractual arrangement has been used successfully with other large developments in the past. It allows the developer to move forward at an expedited pace while the County still maintains ultimate control and direction over the services provided by the consultant.

FISCAL IMPACT

There is no net County cost associated with this action as all costs for the plan review and inspection services will be paid by the applicant.

ATTACHMENT

Attachment 1: Contract with scope of work

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