FIRST AMENDMENT TO CONTRACT
FOR CONSULTING AND PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO CONTRACT is made and entered into this ___ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation ("Client"), and Bureau Veritas North America, Inc., a Delaware Corporation, ("Consultant").

WHEREAS, Client and Consultant have previously entered into a Contract for Consulting and Professional Services ("Contract") dated December 18, 2017; and,

WHEREAS, Client and Consultant desire to amend said Contract to extend the term of the Contract.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 19, "EXTENDED TERM," is hereby added to the Contract to read as follows:

> "19. EXTENDED TERM. The Extended Term of the Contract shall be from December 18, 2019 to December 17, 2020.

2. Except as herein amended, the Contract dated December 18, 2017, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 8/28/19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
BUREAU VERITAS NORTH AMERICA, INC., A Delaware Corporation

BY: _____
(Signature)

Natalie Shuman
(Typed Name)

Its: CEO & President
(Title)

BY: _____
(Signature)

Heather B Bush
(Typed Name)

Its: VP & Secretary
(Title)

Taxpayer I.D. No. 06-1689244

ADDRESS: 180 Promenade Circle
Suite 150
Sacramento, CA 95834

TELEPHONE: (916) 725-4200
FAX: (916) 725-8242
E-MAIL:

CITY OF MERCED
CONSULTING AND PROFESSIONAL SERVICES CONTRACT

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THIS CONTRACT is made on DEC. 18, 2018, at Merced, California, by and between the City of Merced ("City"), a California Charter Municipal Corporation, and Bureau Veritas North America, Inc., a Delaware Corporation, whose address of record is, 180 Promenade Circle, Suite 150, Sacramento, California 95834 ("Consultant") for the purpose of providing full service planning, building and permit services for City of Merced.

WHEREAS, City does not have sufficient personnel to perform full service planning, building and permit services and thereby necessitating this Contract for professional services.

NOW, THEREFORE, the Parties covenant and agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, as follows:

SECTION 1. CONSULTANT SERVICES

A. Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Exhibit "A," attached and incorporated herein.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

A. City shall pay Consultant for services rendered pursuant to this Contract within thirty calendar days after receipt of an invoice from Consultant. City hereby agrees to pay Consultant a sum that is not to exceed the hourly rates and expenses described in Exhibit "B".

SECTION 3. TERM AND TERMINATION

A. The term of this Contract shall be for two years commencing on the date of this Contract. The City shall have the option to extend this Contract for a single one (1) year term. Time is of the essence.

B. If Consultant fails to perform its duties to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City shall have the right to

terminate this Contract effective immediately upon City giving written notice thereof to Consultant.

C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice.

D. City may terminate this Contract immediately upon written notice to Consultant if funding ceases or is materially decreased during the term of this Contract.

E. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts, or other work product.

F. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.

G. In no event shall the termination of this Contract be construed as a waiver of any right to seek remedies in law, equity, or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant at times convenient to City, provide labor and safety equipment as required by Consultant for such access.

B. Unless otherwise agreed to in the Authorization of Services Agreement, City shall obtain, arrange, and pay for all advertisements for bids, permits, and licenses required by local, state, or federal authorities.

C. Pursuant to the City's business license ordinance, Consultant shall obtain a City business license prior to commencing work.

D. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, and approvals that are legally required for Consultant to practice its profession.

E. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust, or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to state and federal governments, which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the City's retirement plan, or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Contract is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and

hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

F. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto, including any third-party beneficiary.

G. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed, or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City's Risk Manager shall determine to be necessary in his/her sole discretion.

H. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

I. Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City or unless a longer retention period is required by a funding source for this Contract.

J. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Consultant's profession. All products of whatsoever nature, which Consultant delivers to City pursuant to this Contract, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees, and subcontractors assigned to perform the services contemplated by this Contract.

K. Unless Consultant is specifically advised in writing by City to verify data, Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by City to Consultant that is used by Consultant in providing its services under this Contract. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications, and other work product created by Consultant in providing services hereunder. Any use of such work product that includes proprietary information shall not identify City; nor shall the manner of such use have the effect of identifying City. In any reuse by Consultant for any non-City purpose of any data, drawings, plans, etc., prepared for City, Consultant shall fully release, protect, defend, indemnify, and hold harmless City, its officials, officers, employees, and agents from all claims, costs, expenses, damage, or liability arising out of or resulting from the reuse or modification of any reports, data, documents, drawings, specifications, or other work product prepared by Consultant for City for any entity or purpose other than for City's benefit.

L. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify, and hold harmless Consultant from all claims, costs, expenses, damage, or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications, or other work product prepared by Consultant, except use by City on those portions of the project for which such items were prepared.

M. Consultant, including its employees, agents, and subconsultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of the Political Reform Act (Government Code § 81000 *et seq.*), Government Code Section 1090 *et seq.*, and other laws relating to conflicts of interest, including the following: 1) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and 2) if required by City Clerk, Consultant shall file financial disclosure forms with the City Clerk.

N. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

SECTION 5. INSURANCE

A. As a separate and independent covenant from any indemnity obligation hereunder, during the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

1. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars ($100,000) for any one person and as required by law, including Employer's Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

2. General Liability.

(a) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(b) Consultant shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury,

personal injury, and property damage.

(c) The City, its officers, employees, and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

(d) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

(e) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, and agents for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

3. Automobile Insurance.

(a) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

(b) The City, its officers, employees, and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired, or borrowed by the Consultant.

(c) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

4. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

B. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

1. An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

2. An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

C. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

A. As a separate and independent covenant and irrespective of any insurance policy or policies or limitations thereof and to the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save, and hold City, its officers and employees, harmless from any and all claims or causes of action for death or injury to persons, or damage to property, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert

witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Contract. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall survive the termination of this Contract and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

A. This Contract shall be deemed to have been entered into in Merced, California. All questions regarding the validity, interpretation, or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Merced County Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended, or modified except by a writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent, or employee of City, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

C. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the

remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

E. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief, and knowledge of the nature, extent, effect, and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent, or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

F. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 8. SURVIVAL

The provisions set forth in Sections 5 and 6 of this Contract shall survive termination of the Contract.

SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments.

B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation and selection for training.

SECTION 10. FEDERAL REQUIREMENTS

A. During the performance of this Contract, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations. Consultant shall comply with the regulations relative to nondiscrimination in Federally-assigned programs of the Department of Transportation (hereinafter called "DOT") Title 49, Code of Federal Regulations, PART 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination. Consultant, with regard to the work performed by it in the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for work

to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

SECTION 11. REPRESENTATIVES

A. City's representative for this Contract is _____, telephone number (209) _____. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.

B. Consultant's representative for this Contract is _____ telephone number _____, fax number _____, e-mail address _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.

C. The representatives set forth herein shall have authority to give all notices required herein. City's City Manager is authorized to execute any amendment to this Contract, which does not increase the amount of compensation allowable to Consultant.

SECTION 12. NOTICES

A. All notices, requests, demands, and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 11) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City: City of Merced Attn: Scott McBride 678 West 18th Street Merced, CA 95340 City Clerk City of Merced 678 West 18th Street Merced, CA 95340	**To Consultant:** Bureau Veritas North America, Inc. 180 Promenade Circle, Suite 150 Sacramento, CA 95834

B. Either party may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided in this Section.

C. Notice shall be deemed effective upon: 1) personal service; 2) two days after mailing or transmission by facsimile, whichever is earlier.

SECTION 13. AUTHORITY TO CONTRACT

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power, and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance, and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.

SECTION 14. CONFORMANCE TO APPLICABLE LAWS

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City

for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

SECTION 15. WAIVER

In the event that either City or Consultant shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

SECTION 16. AMENDMENT

This Contract shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto by the authorized representative thereof.

SECTION 17. COUNTERPARTS

This Contract may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

SECTION 18. DATE OF CONTRACT

The date of this Contract shall be the date it is signed by City.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

Dated: 1/2/2018

CITY OF MERCED,
A California Charter-law Municipal Corporation

By: City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

By: Assistant/Deputy City Clerk

APPROVED AS TO FORM:

12-6-2017

City Attorney Date

300528

1/2/18

FINANCE OFFICE DATE

Funds available within the Current FY Budget

(Signatures continue on next page)

Future FY funding contingent upon City Council approval of the Budget 12/28/17 plcp

017-0805-512.17-00 FL 12/28/17

Dated: _____, 2018

CONSULTANT
BUREAU VERITAS NORTH AMERICA, INC.,
A Delaware Corporation

BY: _____
(Signature)

Heather Bush
(Typed Name)

Its: Vice President & Secretary
(Title)

BY: _____
(Signature)

Isam Hasenin, P.E., C.B.O.
(Typed Name)

Its: Vice President & C.O.O.
(Title)

Taxpayer I.D. No. 06-1689244

ADDRESS: 180 Promenade Circle.,
Suite 150
Sacramento, CA 95834

TELEPHONE: (916) 725-4200
FAX: 916-725-6241
E-MAIL: craig.bennett@us.bureauveritas.com

Attachments:

Exhibit A (Scope of Work)
Exhibit B (Hourly Rate Schedule)

EXHIBIT A

Scope of Services

Services to be provided will be on an as needed basis and will be dependent upon the City of Merced Inspection Services or Planning Department needs. As the demand of construction increases, contract agencies may supplement staffing levels with additional resources, to smooth out the fluctuation of service demands. The result will be an efficient and cost-effective solution that provides the development community with a high level of expertise and customer service.

These services include, but are not limited to, the following:

- Full Building Administration Services (issuance of permits, certificates of occupancy, required City recordkeeping, taking and responding to inspection requests, performing plan reviews and building inspections, enforcing pertinent agency, County, State and Federal regulations falling within the purview of the Building Department.
- Fire plan review and inspection
- Generate plan review and inspection reports
- Enter all agency-required information into agency's permit tracking and reporting system
- Attend Project Review Committee (PRC) meetings or any meetings related to the Building Department as required by the agency
- Prepare and submit a weekly plan review status report and a monthly plan review turnaround report as specified by the agency
- Prepare a monthly inspection activity report
- Scan all documents in accordance with the agency's records management procedures
- Maintain and update, as necessary, public assistance and code related handout materials
- Conduct community workshops to educate contractors, homeowners, architects, engineers, if requested.
- Participate as the extension of agency staff in emergency events
- Review and approval of any commercial testing or special inspection reports required by codes for ongoing construction

These services shall also encompass

- Review for fire resistant building elements
- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Disabled access/ Barrier free plans examination requirements
- Mechanical, plumbing and electrical code plans examination
- Review and approval of alternative materials, alternative design and methods of construction
- Fire sprinkler and fire alarm system

EXHIBIT A

Hourly rates for project personnel are outlined below:

Building and Safety Staff	Hourly Billing Rate*
Structural Plan Check Engineer	$115
Building Plan Check Engineer	$105
Plans Examiner	$95
Senior Inspector	$85
Building Inspector II	$80
Building Inspector I	$75
Permit Technician	$55

*No reimbursable costs
*Expedite Plan Review will be 125% above the fees shown
*Overtime will be 125% above the fees shown. No overtime will be charged without approval from the City
*Plan check turnaround times for large or complex projects may be negotiated

Building Plan Check Percentage Fee Option

Commercial Plan Review:

Full Plan Review	70% of the City's collected non-residential plan check fee
Discipline Specific Only	40% of the City's collected non-residential plan check fee

Residential Plan Review:

Full Plan Review	70% of the City's collected residential plan check fee
Discipline Specific Only	40% of the City's collected residential plan check fee

Fire Protection Staff	Hourly Billing Rate*
Fire Plans Examiner	$105
Fire Inspector	$105

*No reimbursable costs
*Expedite Plan Review will be 125% above the fees shown
*Overtime will be 125% above the fees shown. No overtime will be charged without approval from the City
*Plan check turnaround times for large or complex projects may be negotiated

Public Works Staff	Hourly Billing Rate*
Resident Engineer	$140
Public Works Plan Check Engineer	$125
Public Works Inspector	$105 (non-prevailing wage)
Engineering Technician	$65

*No reimbursable costs
*Expedite Plan Review will be 125% above the fees shown
*Overtime will be 125% above the fees shown. No overtime will be charged without approval from the City
*Plan check turnaround times for large or complex projects may be negotiated

Plan Review Turnaround Times for Building and Fire

Residential New Construction	7	5	5	3
Residential Additions/Remodels	7	5	5	3
Non-Residential New Construction	10	5	7	3
Non-Residential Additions	7	5	5	3
Non-Residential Tenant Improvements	7	5	5	3

**Expedite turnaround times are to be negotiated on a per project basis*

Plan Review Turnaround Times for Building and Fire

Turnaround times for civil plan review will be determined on a per project basis.

Electronic Plan Reviewing

We have successfully used a digital solution to plan reviewing for over 60 federal, state, and local agencies. Electronic plan reviewing allows for collaborative net meetings, where your staff, developers' engineers, and our plan reviewers can coordinate and discuss review comments in real time, referring to detailed aspects of the project. Built-in software viewers allow the team members to view all of the information without having any additional software on their computers. Digital plan checking is a practical solution to help the City avoid the need for expanding storage space while reducing staff involvement for copying, scanning, shipping, and receiving plans. For one major capital plan check project we completed for the California Energy Commission we estimated shipping and printing cost savings of over $150,000 as well as a reduction of over 750 hours in plan review and permitting processing staff time.