CONTRACT FOR SPECIAL SERVICES WITH BUREAU VERITAS NORTH AMERICA, INC.

THIS CONTRACT is entered into this ____ day of _____, 2016, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California (hereinafter referred to as "County"), and Bureau Veritas North America, Inc., a Delaware Corporation (hereinafter referred to as "Contractor"). The Building Official for the County of San Luis Obispo is an agent for the County.

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services related to building plan and construction review for various construction-related projects ("individually "Project" and/or collectively, "Projects"); and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, it is understood that the Contractor, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract; and

WHEREAS, it is understood that the Contractor shall be an independent contractor of the County. The obligations and loyalties of the Contractor shall be solely to the County to ensure compliance for all Projects; and

WHEREAS, the Chief Building Official shall ensure that funding is available prior to authorizing work pursuant to this Contract; and

WHEREAS, it is understood that the documents prepared in accordance with this Contract shall be independent, objective and unbiased work product. Contractor warrants that it has had no, and will not have any other, involvement in any of the Projects other than the obligations incurred pursuant to this Contract until after the work under this Contract is complete.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services:

Examination, analysis, and review of plans for Projects within the County in order to determine compliance with all applicable building regulations, including but not limited to local building regulations and amendments, as well as the California Building Standards Code (California Code of Regulations Title 24), comprised of the latest adopted editions of the model codes with State amendments, and the State Housing Law (California Code of Regulations Title 25) as adopted by the State of California and the County of San Luis Obispo. Dependent upon the scope of each specific project assigned, such plan reviews may consist of an examination of the structural, electrical, mechanical, plumbing, energy

conservation, green building measures, fire and life safety, fire suppression systems, hazardous materials management plans, grading and drainage review to include storm water and LID design requirements, landscaping design, geotechnical, onsite improvements, and disabled accessibility aspects of the proposed project. The County shall provide the Contractor with copies of code amendments and official code interpretations issued by the Chief Building Official.

2. Requirements. In the course of the plan review process, the Contractor shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Chief Building Official and shall act in the interests of the County and the citizens of San Luis Obispo County. Contractor shall provide no services for any private client within the corporate boundaries of the County during the Contract period.

Projects shall be assigned at the sole discretion of the Chief Building Official. The County may use its own employees and/or other independent Contractor to perform plan reviews in addition to any such work assigned to Contractor. The volume of plan reviews is dependent upon economic conditions that are outside the control of the County. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to a Contractor within any given time period.

Contractor shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council (ICC) and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (Health and Safety Code 18965 et seq.).

A California Registered Engineer or Licensed Architect employed by the Contractor shall review the portion of plans that involve engineering design. A Registered Fire Protection Engineer shall review projects involving fire suppression systems or hazardous materials management plans.

The standard turn-around time for assigned Projects begins when the Contractor is notified of the pending project and shall not exceed the following;

a. For residential additions or small tenant improvements (less than 5,000 square feet): 10 (ten) working days for the initial review and 5 (five) working days for rechecks;

b. For Single Family dwelling and small commercial buildings (less than 1,500 square feet): 20 working days for the initial review and 5-10 working days for the recheck;

c. For large commercial, complex tenant improvements and multifamily projects: 30 working days for the initial review and 10-15 working days for rechecks;

d. Expedited plan review, with additional fees prescribed in article 4 herein, shall reduce the standard turn-around times by half, as applicable to the Project.

Contractor shall pick up and deliver plans to the Department unless the Chief Building Official approves alternate arrangements. An overnight courier or postal service may be used by the Contractor at their expense.

3. Reports. Contractor shall issue an electronic copy of all plan review comments to the Building Official using a Word Processing format, such as Microsoft Word. The reports shall be submitted as prescribed in article 2 herein, by Contractor to County containing at least the following information:

a. Level of review provided (e.g. comprehensive review, structural only, etc.).

b. Date, permit number, submittal number.

c. Personnel involved and contact information;

d. Project address, project description, fire sprinkler requirement, soils report requirement, seismic design category, fire severity zone, flood hazard zone.

e. Use of the proposed structure(s), occupancy classification, type of construction, area of each proposed use in square feet (as verified in the review process), number of floors.

f. Disposition of the concluded review: acceptable, conditionally acceptable, or corrections required. With the latter of the three possible dispositions an itemized report shall be provided by the contractor preceded with the applicable code sections.

g. Any other information as mutually agreed between Contractor and County.

h. Contractor shall have staff available to assist in clarifying any plan review comments resulting from services provided at no additional cost.

4. Compensation. Contractor shall be paid by County for services rendered pursuant to this Contract as set forth in the rate schedule attached hereto as Exhibit A. All work to be performed and charged at an hourly billing rate as shown on Exhibit A must be pre-approved by the Chief Building Official or designee. County shall pay Contractor all amounts due within thirty (30) days of receipt of an itemized invoice as required in Section 5.

5. Billing. Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed during that preceding period, including, but not limited to: the number of hours of work performed on each Project, permit number of each Project, Project address, Project description, and itemized fees.

6. Term of Contract. The term of this Contract is September 1, 2016 to August 31, 2017, and shall be automatically renewed annually on the same terms for four (4) one (1) year periods thereafter, subject to the rights of modification and termination contained herein.

7. Termination of Contract for Convenience of Either Party. Either party may terminate this contract at any time by giving to the other party 90 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any

transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

8. **Termination of Contract for Cause**. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under article 4 above.

9. **Force Majeure**. Neither Party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Contract if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing Party shall use reasonable efforts to remedy its inability to perform.

10. **Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

11. **Entire Agreement and Modification**. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

12. **Non-Assignment of Contract**. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any

interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

13. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

14. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

16. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified, licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to. Contractor warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of performing the Contracting and reporting required for the services rendered. Contractor warrants that the Contractor, its subcontractors and real person working on this Contract have no conflict of interest with any services provided and will produce and independent, objective and unbiased work product.

17. Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code §2782.8, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages,

liabilities, loss, costs, and expense (including attorney's fees and costs of litigation), of every nature arising out of the Agreement to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the County.

18. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. ***(Not required if Contractor provides written verification it has no employees)***

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

UNIQUE INSURANCE Coverage

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Contractor 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 Contractor'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.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Department of Planning and Building, Building Division
976 Osos Street, Room 200
San Luis Obispo, CA 93408-2040

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

20. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

1. To the Chief Building Official:

Cheryl Journey
Co. Planning & Bldg. Department
976 Osos Street, Room 200
San Luis Obispo, CA 93408-2040

2. To the Board of Supervisors:

Board of Supervisors
Co. Government Center, Rm D-430
San Luis Obispo, California 93408

and to the Contractor:

Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento, CA 95834

21. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over $5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

22. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

23. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

24. Equipment and Supplies. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

25. Severability. The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

26. Priority of Inconsistent Contract Terms and Conditions. To the extent that any terms or conditions set forth in Exhibit A, or past business practices between Contractor and County or Chief Building Official differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit A, are controlling.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Chief Deputy County Counsel

Date: 8/29/16

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors on _____, 2016

ATTEST:

_____
Clerk of the Board of Supervisors

CONTRACTOR: _____

Title: C.O.O.

Date: 8/25/2016

_____

Title: VP & Sec

Date: 8/26/16

State of California
County of _____

EXHIBIT A

FEE STRUCTURE FOR SERVICES*	FEE
Complete Plan Review	70% of County's Plan Review Fee
Complete Structural Plan Review	40% of County's Plan Review Fee
Residential Fire Suppression/Sprinkler Review	$90 per hour
Non-residential Fire Suppression/Sprinkler & Alarm Review	$125 per hour
Certified Access Specialist (CASp)	$125 per hour
Geotechnical Only Review	$135 per hour
Fire Protection Engineer Review	$125 per hour
Mechanical, Electrical, or Plumbing Only Plan Review	$110 per hour
Plan Review Engineer/Architect	$110 per hour
Plans Examiner Assigned to County Location	$110 per hour
Other Building Related Services As Needed	Negotiable
Expedited Plan Review	50% more than the applicable fee

*The percentage fee shall be the default fee, unless otherwise approved in writing by the Chief Building Official or Designee.