

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2017, by and between the Lake County ("County"), and Bureau Veritas ("Consultant").

### WITNESSETH:

**WHEREAS**, the County desires to enter into an agreement with a qualified firm(s) to provide consulting services for the Building Division; and

**WHEREAS**, the Consultant have presented a proposal for such services to the County, Dated July 31, 2017, (attached and incorporated herein as Exhibit "A") and is duly licensed, qualified, and experienced to perform those services.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the Building Division services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the County. The Consultant shall have no power or authority by this Contract to bind the County in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the County. The County shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research. Consultant shall participate in the continued implementation of the Accela Automation electronic plan check, inspection and permitting software.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the County and expire twelve (12) months from the date of commencement. The services of the consultant shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "A."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Community Development Director or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this contract, in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid a percentage of plan review, inspection, and miscellaneous permit fee monthly revenues for all building construction valuations in accordance with the Professional Service Fees attached hereto and incorporated herein by this reference as **Exhibit "A."** In no case shall the compensation exceed \$250,000.

B. Said amount shall be paid upon submittal of a monthly billing showing permit fee revenues and corresponding percentage as defined in **Exhibit "A."** Consultant shall furnish County with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the County's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the County, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

### **4. TERMINATION:**

A. This Contract may be terminated by the County, provided that the other party is given not less than sixty (60) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Consultant may also terminate this Contract at any time by giving County not less than one hundred twenty (120) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The County may temporarily suspend this Contract, at no additional cost to County, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If County gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by Consultant, and the County may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the County from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the County shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the County in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF COUNTY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the County, and the Consultant shall have no property right there in whatsoever. Immediately upon termination, the County shall be entitled to, and the Consultant shall deliver to the County, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the County which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the County.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be County's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist County in providing the same.

B. Consultant warrants to the County that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the County on all matters relating to this Contract. The project manager

shall continue in such capacity unless and until he or she is removed at the request of the County, is no longer employed by Consultant, or is replaced with the written approval of the County, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the County for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the County may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

E. Consultant shall provide continuous training to Consultant's staff and ensure their International Code Council, State and Federal Certifications are maintained and current.

F. Consultant shall provide a smooth transition to and for a new consultant and provide all necessary information, procedures, and details of the day-to-day operation as directed by the County building Official.

#### **10. RESPONSIBILITIES - COUNTY:**

A. County shall provide office space at the current County location, light, heat, air conditioning and ventilation, furniture and related equipment for use by Consultant in fulfilling the conditions of this Contract. Consultant understands and agrees that County is making space and equipment available to Consultant and Consultant's personnel under a license and not a lease, and that nothing contained herein gives Consultant a property interest in County buildings or equipment. At termination of this Contract, Consultant and Consultant's personnel shall immediately vacate all County buildings and return to County any County property that may be in possession of Consultant or Consultant's personnel. In addition, Consultant understands and agrees that County may, at its sole discretion and at no cost to County, require that Consultant and Consultant's personnel relocate within or between County Buildings or move Consultant's operations out of County buildings.

B. County shall make available to Consultant's personnel reporting to County buildings a copy of the County adopted California Building and Fire Codes, energy manuals, and related enforcement documents.

#### **11. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the County, which will not be unreasonably withheld. Consultant shall be as fully responsible to the County for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

#### **12. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the County which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the County under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the County.

#### **13. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or

degree with the performance of its services hereunder. Consultant shall make all disclosures required by the County's conflict of interest code in accordance with the category designated by the County, unless the County Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the County code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the County conflict of interest code if, at any time after the execution of this Contract, County determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the County.

**14. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County, except by court order.

**15. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The County shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**16. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the County, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the County. The provisions of this paragraph shall survive termination or suspension of this Contract.

**17. CONSULTANT TO PROVIDE INSURANCE:**

A. Compensation Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, Contractor shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

B. Commercial General Liability. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance

(Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.

C. Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with Contractor's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

D. Professional Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which Contractor, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

E. Subcontractors. Contractor shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the County for each subcontractor which shall be subject to review and approval by County. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of Contractor described with particularity herein below.

F. Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until he has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

G. Other Insurance Provisions. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either Contractor shall reduce or eliminate such deductibles or self-insurance retentions or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of Contractor under this Agreement shall be placed with

insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

Contractor agrees to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor

#### **18. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the County and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

County:

Lake County

Community Development Department

Attn: Robert Massarelli, Community Development Director

255 North Forbes Street

Lakeport, CA 95453

Consultant:

Bureau Veritas

Attn: Gene Paolini

180 Promenade Circle, Suite 150

Sacramento, CA 95834

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Lake County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

LAKE COUNTY

By: \_\_\_\_\_

Jeff Smith, Chairman, Lake County Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_

Anita Grant, County Counsel

CONSULTANT

By: \_\_\_\_\_  
Title:

Contract for to provide services for the Lake County Building Division.

## EXHIBITS

Contract for Services  
Insert Contractors Name here Insert Date of contract

EXHIBIT A

[Consultant Proposal/Scope of Work]

**Refer to Pages 16 through 24 in the attached proposal  
for the menu of services provided**

EXHIBIT B

County of Lake  
RFP Building Division Services  
Professional Services Fee



**Schedule of Fees**

Our pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward.

These include:

- Reduced plan review turnaround times and quick inspection response time
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Highly qualified staff
- Confidence of working with a well-established consultant in business for 185+ years
- Next day inspections
- Same day inspections for urgent matters

**70% of all plan check fees collected by the County of Lake as noted in the Schedule of Fees\*  
(If the County of Lake contracts with BVNA for Building Official services for 24+ hours per week, 60%  
of all plan check fees collected by the County of Lake as noted in the Schedule of Fees\*)**

**\*Percentage includes the initial check, plus 2 subsequent rechecks. Any additional checks will be at the hourly rates shown below.**

Hourly rates for project personnel and special services are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate*</u>
Building Official	\$155
Senior / Structural Plan Check Engineer	\$140
M/E/P Plan Check Engineer	\$125
Senior Plans Examiner	\$110
Plans Examiner	\$105
Supervising Inspector	\$95
Inspector	\$85
Permit Technician	\$70
Fire Protection Engineer	\$130
Fire Plans Examiner	\$120
Fire Inspector	\$110

**\*Pricing assumes that this contract is non-prevailing wage - for any prevailing wage projects, BVNA will discuss rates with the County to account for the California Prevailing Wage requirements.**

**Overtime:** All Employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

**Reimbursables:** Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

*This fee proposal is valid from January 1, 2017 thru December 31, 2017 and is subject to annual review and adjustment, with the approval of the County.*

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]