



PLACERVILLE OFFICE:
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
(530) 621-5315
(530) 622-1708 Fax
Counter Hours: 7:30 AM to 4:30PM
bldgdept@co.el-dorado.ca.us

LAKE TAHOE OFFICE:
3368 LAKE TAHOE BLVD
SUITE 302
SOUTH LAKE TAHOE, CA 96150
(530) 573-3330 & 542-9082 Fax
Counter Hours: 8-12 PM & 1-4 PM
tahoebuild@co.el-dorado.ca.us

EL DORADO HILLS OFFICE:
4950 HILLSDALE CIRCLE, SUITE 100
EL DORADO HILLS, CA 95762
(916) 941-4967 & (530) 621-5582
(916) 941-0269 Fax
Counter Hours: 7:30-12 PM & 1-4 PM
bldgdept@co.el-dorado.ca.us

September 05, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

RE: Request of Approval of Contracts for Plan Checking Services

Dear Board Members:

Recommendation

Development Services Department recommending your Board: (1) Make findings that it is more economical and feasible to obtain outside contractors for the provision of plan review services for building permit applications in accordance with Government Code 31000 and pursuant to County Charter section 210(b)(6); and (2) Approve the attached agreements with Building Department Services, Inc., Charles Abbott Associates, Inc., and Naffa International, Inc. for said plan review services on building permit applications on an "as-needed" basis, for a term of one year in a not to exceed amount of \$20,000 each with the aggregate amount not to exceed \$60,000.

Reason for Recommendation

We continue to face staffing challenges in hiring and retaining engineering staff and there are times when existing engineering/plan review staff cannot handle the workload in a reasonable time frame. Additionally, the California Health and Safety Code Sections 17960.1 and 19837 mandate that, after specific waiting periods, we employ a private entity on a temporary basis to perform the plan checking function if so requested by the applicant.

Beginning in 1998, the BOS authorized the department to contract with outside plan check firms. By contracting with three consultants, we will have more flexibility in distributing the workload.

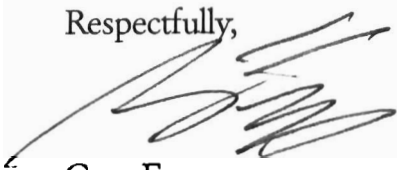
Fiscal Impact and Net County Cost

The fiscal impact of approving the new contracts is "not to exceed" \$60,000. Funds for the new contracts are included in the adopted budget and will result in no change to the net county cost.

Action to be Taken Following Approval:

1. The Board Clerk's Office will forward the executed agreements to the Development Services Department for distribution.
2. The Chief Administrator's Office, Procurement and Purchasing Division, will encumber the funds.
3. The Development Services Department will administer the agreement consistent with generally accepted contract administration practices and government accepted accounting principles/practices.

Respectfully,



Greg Fuz
Development Services Director

- c: Marianne Oliphant, Deputy Director of Development Services - Administration
Mark Kahler, Building Department Services
Buster Scholl, Charles Abbott Associates, Inc.
Imad Naffa, Naffa International
Jere Copeland, EDC Employee's Association, Local # 1
Rick Davis, Operating Engineers, Local # 3

CONTRACT ROUTING SHEET

Date Prepared: 8/16/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department
Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: Building Dept. Services, Inc.
Address: 4540 Post Street, Suite 250-178
El Dorado Hills, CA 95762
Phone: 916-496-0274

CONTRACTING DEPARTMENT: Development Services

Service Requested: Plan Review Services "As Requested"
Contract Term: 1 Year Contract Value: \$20,000
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 8/22/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

8-16-06
P.F.
026190
INDEX INC.
BY

EL DORADO COUNTY COUNSEL
AUG 15 AM 10:53
#5

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 8/22/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

AUG 21 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

DRAFT

AGREEMENT FOR SERVICES #194-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Building Department Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4540 Post Street, Suite 250-178, El Dorado Hills, CA 95762; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide plan review services on an "as requested" basis for the Development Services Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide plan review services on an "as requested" basis for the Development Services Department. Services shall include, but not be limited to, those described in Exhibit "A", marked "Request for Cost Proposal for Plan Review" and Exhibit "A-1, marked "Scope of Work", incorporated herein and made by reference a part hereof. A specific task order shall be provided in writing on an "as needed" basis by the contract administrator or designee. No work shall be authorized unless pursuant to a written task order. Each task order shall clearly define the work to be performed and the timeframe in which the work shall be completed.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor within thirty (30) days following completion of work and the County's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit "B", marked "Schedule of Fees and Charges", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$20,000.00.

ARTICLE IV

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: LARRY S. LOHMAN, DEPUTY DIRECTOR – BUILDING OFFICIAL

With a copy to:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: MARIANNE OLIPHANT, DEPUTY DIRECTOR – ADMINISTRATION

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

BUILDING DEPARTMENT SERVICES, INC.
4540 POST STREET, SUITE 250-178
EL DORADO HILLS, CA 95762
ATTN: MARK KAHLER, PRESIDENT

or to such other location as the Contractor directs.

ARTICLE XIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor

will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Larry Lohman, Deputy Director – Building Official, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Larry Lohman, Deputy Director – Building Official
Development Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Gregory L. Fuz, Director
Development Services

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ **Date:** _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

**BUILDING DEPARTMENT SERVICES, INC.
A CALIFORNIA CORPORATION**

By: _____

**Mark Kahler
President
"Contractor"**

By: _____
Corporate Secretary

Dated: _____

EXHIBIT A
El Dorado County Building Department
REQUEST FOR COST PROPOSAL FOR PLAN REVIEW

SCOPE OF SERVICES

Plan Review: The contractor will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, 3, 4, 5, 6, 8 and 12 including structural, fire/life safety, disabled access, and energy conservation requirements – as amended by County.

Comment Lists and Pick-up/Delivery: Plan reviews result in typed lists of comments that refer to specific details and drawings, and reference applicable code sections. The contractor will transport plans and comments to County in person, via FAX, via Internet and/or reliable overland carrier. Overnight delivery is to be available at no extra cost. Depending on the County's preference, contractor will provide plan review comments and perform rechecks directly with the (1) County, or (2) the applicant/designer, returning approved documents to the County after the plan review process is completed.

Technical Support: When mutually agreed between the County and Contractor as vital to project success, contractor will attend pre-construction or pre-design meetings and make field visits/provide support for field inspection personnel on an as-needed basis.

SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract approved by Contractor and County. All fees are for standard plan review services. Fees for complex plan reviews (as mutually agreed to by contractor and County) will be at the agreed upon hourly rates.

Basic Fees: The County of El Dorado bases its building permit fees on the valuation table as published in the August issue of the ICC Building Safety Journal; I've included our fee table for your reference. Our fee is \$.01 per \$1.00 valuation of the work proposed. Of this total permit fee, 50% is considered the plan review portion but 30% of this plan review portion is dedicated to administration, planning, site review and other processes performed by the department.

Plan review project fee proposals should be based on a percentage of the plan review portion of the fee collected by the County.

Personnel Charges:

- Fee for complete plan review
 - Residential and Commercial
- Fee for structural-only plan review
 - Residential and Commercial
- Personnel Charges – Hourly Billing Rates
 - Plan Review Engineer
 - Plan Reviewer
 - Support Services
 - Overtime Services
- Miscellaneous Charges or Other Fees

EXHIBIT A-1

17X31

Mark Kahler & Associates

RECEIVED

MAY 09 2006

EL DORADO COUNTY
BUILDING DEPARTMENT

April 23, 2006

County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

Attn: Marianne Oliphant, Deputy Building Official

RE: Plan Review Services

Dear Marianne,

Mark Kahler and Associates is pleased to provide this cost proposal to perform plan review services on the behalf of the County of El Dorado's Building Department.

SCOPE OF WORK

Mark Kahler and Associates is staffed and interested in providing the following plan review services on behalf of the County:

- Structural
- Fire/Life-Safety
- Disabled Access/ADA
- Title 24
- Energy
- County Ordinances

Mark Kahler and Associates can provide these services on residential, commercial, and industrial projects.

COMMENT LISTS AND PICK UP/DELIVERY

Mark Kahler and Associates will transport plans and comments to the County in person, via internet/email or via California Overnight/FedEx (no additional cost). Mark Kahler and Associates is willing to provide rechecks directly with the County or Permit Applicant/Applicant's Representative, returning approved documents to the County after the plan review process is completed.

Our turn around time for plan review is as follows:

- Residential - 7-10 business days
- Commercial/Industrial/Other - 10 to 15 business days

EXHIBIT 3**TECHNICAL SUPPORT**

Mark Kahler and Associates engineers and other staff will be available for construction site or county office meetings and construction phase consulting on an as-needed basis, per the hourly rates listed in this transmittal.

SCHEDULE OF FEES AND CHARGES**PERSONNEL CHARGES**

Types	Rates
Complete Residential and Commercial Plan Review	65% of County Plan Check Fee
Structural-Only Residential and Commercial Plan Review	40% of County Plan Check Fee
Non-Structural-Only Residential and Commercial Plan Review	35% of County Plan Check Fee
Personnel Charges*	
Plan Review Engineer	\$105 per hour
Plan Reviewer	\$80 per hour
Support Services	\$80 per hour
Overtime Services	1.5 times hourly rate
Miscellaneous charges and other fees <i>Building/Field Inspectors**</i>	<i>\$80 per hour</i>

** 4 hour minimum charge applies

Please contact me if I can be of further assistance. My direct cell phone line is (916) 496-0274.

Respectfully Submitted,
Mark Kahler and Associates

Mark Kahler
President

CONTRACT ROUTING SHEET

Date Prepared: 8/17/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: Bonnie H. Rich

CONTRACTOR:

Name: Charles Abbott Associates, Inc.
Address: 27401 Los Altos, Suite 220
Mission Viejo, CA 92691
Phone: (866) 530-4980

CONTRACTING DEPARTMENT:

Development Services

Service Requested: Plan Review Services on an "as requested" basis

Contract Term: 1 year Contract Value: \$20,000.00

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 8/21/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
DATE: 8/17/06
ATTORNEY: Pamela F.
DEPT./INDEX NO.: 026000
[Signature]

EL DORADO COUNTY COUNSEL
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 8/22/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

AUG 21 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

DRAFT

AGREEMENT FOR SERVICES #195-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Charles Abbott Associates, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 27401 Los Altos, Suite 220, Mission Viejo, CA 92691; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide plan review services on an "as requested" basis for the Development Services Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide plan review services on an "as requested" basis for the Development Services Department. Services shall include, but not be limited to, those described in Exhibit "A", marked "Request for Cost Proposal for Plan Review" and Exhibit "A-1", marked "Scope of Work", incorporated herein and made by reference a part hereof. A specific task order shall be provided in writing on an "as needed" basis by the contract administrator or designee. No work shall be authorized unless pursuant to a written task order. Each task order shall clearly define the work to be performed and the timeframe in which the work shall be completed.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor within thirty (30) days following completion of work and the County's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit "B", marked "Schedule of Fees and Charges", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$20,000.00.

ARTICLE IV

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: LARRY S. LOHMAN, DEPUTY DIRECTOR – BUILDING OFFICIAL

With a copy to:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: MARIANNE OLIPHANT, DEPUTY DIRECTOR – ADMINISTRATION

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CHARLES ABBOTT ASSOCIATES, INC.
27401 LOS ALTOS, SUITE 220
MISSION VIEJO, CA 92691
ATTN: BUSTER SCHOLL, REGIONAL DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Larry Lohman, Deputy Director – Building Official, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

/

/

/

/

/

/

/

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
**Larry Lohman, Deputy Director – Building Official
Development Services**

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
**Gregory L. Fuz, Director
Development Services**

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ **Date:** _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

**CHARLES ABBOTT ASSOCIATES, INC.
A CALIFORNIA CORPORATION**

By: _____
**Rusty Reed
President/CEO
"Contractor"**

By: _____
Corporate Secretary

Dated: _____

EXHIBIT A
El Dorado County Building Department
REQUEST FOR COST PROPOSAL FOR PLAN REVIEW

SCOPE OF SERVICES

Plan Review: The contractor will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, 3, 4, 5, 6, 8 and 12 including structural, fire/life safety, disabled access, and energy conservation requirements – as amended by County.

Comment Lists and Pick-up/Delivery: Plan reviews result in typed lists of comments that refer to specific details and drawings, and reference applicable code sections. The contractor will transport plans and comments to County in person, via FAX, via Internet and/or reliable overland carrier. Overnight delivery is to be available at no extra cost. Depending on the County's preference, contractor will provide plan review comments and perform rechecks directly with the (1) County, or (2) the applicant/designer, returning approved documents to the County after the plan review process is completed.

Technical Support: When mutually agreed between the County and Contractor as vital to project success, contractor will attend pre-construction or pre-design meetings and make field visits/provide support for field inspection personnel on an as-needed basis.

SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract approved by Contractor and County. All fees are for standard plan review services. Fees for complex plan reviews (as mutually agreed to by contractor and County) will be at the agreed upon hourly rates.

Basic Fees: The County of El Dorado bases its building permit fees on the valuation table as published in the August issue of the ICC Building Safety Journal; I've included our fee table for your reference. Our fee is \$.01 per \$1.00 valuation of the work proposed. Of this total permit fee, 50% is considered the plan review portion but 30% of this plan review portion is dedicated to administration, planning, site review and other processes performed by the department.

Plan review project fee proposals should be based on a percentage of the plan review portion of the fee collected by the County.

Personnel Charges:

- Fee for complete plan review
 - Residential and Commercial
- Fee for structural-only plan review
 - Residential and Commercial
- Personnel Charges – Hourly Billing Rates
 - Plan Review Engineer
 - Plan Reviewer
 - Support Services
 - Overtime Services
- Miscellaneous Charges or Other Fees

EXHIBIT A-1

SCOPE OF WORK

METHODOLOGY AND APPROACH

This section of our proposal identifies the anticipated scope of work and our methodology and approach to be applied to accomplish the tasks described herein. The scope of work includes CAA performing plan reviews to check plans for compliance with the California Building laws as generally found in Title 24 Parts 2, 3, 4, 5, 6, 8 and 12 including structural, fire/life safety, disabled access and energy conservation requirements-as amended by the County. Our approach provides for flexibility to tailor the level of service being provided to meet the client's specific needs. A final scope of work will be prepared in cooperation with your staff.

SUMMARY OF CAA'S SERVICE DELIVERY APPROACH

CAA will:

- ☐ Provide project coordination from our local Sacramento County office for rapid response.
- ☐ Plan review results will be on typed lists of comments that refer to specific details and drawings, and reference applicable code sections.
- ☐ Plans and comments will be transported to the County in person, via FAX, via Internet and/or reliable overland carrier.
- ☐ Overnight delivery will be available at no extra cost.

Plan review comments and rechecks will be performed directly with the (1) County, or (2) the applicant/designer.

- ☐ All approved documents will be delivered to the County after the plan review process is completed.
- ☐ Attend pre-construction or pre-design meetings and make field visits/provide support for field inspection personnel on an as-needed basis as approved and directed by the County
- ☐ Match CAA's expertise and technical abilities with the client's needs.

*Plan Check Consulting Services
El Dorado County*

EXHIBIT B

SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract and approved by CAA and the County. All fees are for standard plan review services. Fees for complex reviews (as mutually agreed to by CAA and the County) will be at the agreed upon hourly rates.

Basic Fees:

CAA will provide standard plan review services for 68% of the plan review portion of the fee collected by the County.

Personnel Charges:

Fee for complete plan review

Residential and Commercial

68% of the plan review portion of the fee collected by the County

Fee for structural-only plan review

Residential and Commercial

45% of the plan review portion of the fee collected by the County

Hourly Billing Rates

Plan Check Engineer

\$ 125/hour

Plan Reviewer

\$ 80/hour

Support Services

\$ 55/hour to \$125/hour depending on type

Overtime Services

1½ times hourly billing rate

Miscellaneous Charges or Other Fees

More than 2 re-checks

Hourly rate in addition to % of plan review portion of the fee collected by the County

Accelerated Review

1½ times hourly rate in addition to % of plan review portion of the fee collected by the County

CONTRACT ROUTING SHEET

Date Prepared: 8/16/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: Bonnie H. Rich

CONTRACTOR:

Name: NAFFA International, Inc.
Address: 7485 North Palm Ave, Ste 106
Fresno, CA 93711
Phone: (866) NAFFA-inc

CONTRACTING DEPARTMENT:

Development Services

Service Requested: Plan Review Services on an "as requested" basis

Contract Term: 1 year Contract Value: \$20,000.00

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 8/21/06 By: PJJ
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE	8/16/06
ARTICNEY	R.F.
DEPT INDEX NO.	026160

EL DORADO COUNTY COUNSEL
2006 AUG 16 PM 2:43

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 8/22/06 By: J Costello
Approved: _____ Disapproved: _____ Date: _____ By: _____

AUG 21 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

DRAFT

AGREEMENT FOR SERVICES #196-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and NAFFA International, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7485 North Palm Avenue, Suite 106, Fresno, CA 93711; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide plan review services on an "as requested" basis for the Development Services Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide plan review services on an "as requested" basis for the Development Services Department. Services shall include, but not be limited to, those described in Exhibit "A", marked "Request for Cost Proposal for Plan Review" and Exhibit "A-1", marked "Cost Worksheet", incorporated herein and made by reference a part hereof. A specific task order shall be provided in writing on an "as needed" basis by the contract administrator or designee. No work shall be authorized unless pursuant to a written task order. Each task order shall clearly define the work to be performed and the timeframe in which the work shall be completed.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor within thirty (30) days following completion of work and the County's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit "A-1". The total amount of this Agreement shall not exceed \$20,000.00.

ARTICLE IV

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: LARRY S. LOHMAN, DEPUTY DIRECTOR – BUILDING OFFICIAL

With a copy to:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: MARIANNE OLIPHANT, DEPUTY DIRECTOR – ADMINISTRATION

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

NAFFA INTERNATIONAL, INC.
7485 NORTH PALM AVENUE, SUITE 106
FRESNO, CA 93711
ATTN: IMAD NAFFA, PRESIDENT

or to such other location as the Contractor directs.

ARTICLE XIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor

will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Larry Lohman, Deputy Director – Building Official, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

/

/

/

/

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
**Larry Lohman, Deputy Director – Building Official
Development Services**

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
**Gregory L. Fuz, Director
Development Services**

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ **Date:** _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

**NAFFA INTERNATIONAL, INC.
A CALIFORNIA CORPORATION**

By: _____
**Imad Naffa
President
"Contractor"**

By: _____
Corporate Secretary

Dated: _____

EXHIBIT A
El Dorado County Building Department
REQUEST FOR COST PROPOSAL FOR PLAN REVIEW

SCOPE OF SERVICES

Plan Review: The contractor will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, 3, 4, 5, 6, 8 and 12 including structural, fire/life safety, disabled access, and energy conservation requirements – as amended by County.

Comment Lists and Pick-up/Delivery: Plan reviews result in typed lists of comments that refer to specific details and drawings, and reference applicable code sections. The contractor will transport plans and comments to County in person, via FAX, via Internet and/or reliable overland carrier. Overnight delivery is to be available at no extra cost. Depending on the County's preference, contractor will provide plan review comments and perform rechecks directly with the (1) County, or (2) the applicant/designer, returning approved documents to the County after the plan review process is completed.

Technical Support: When mutually agreed between the County and Contractor as vital to project success, contractor will attend pre-construction or pre-design meetings and make field visits/provide support for field inspection personnel on an as-needed basis.

SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract approved by Contractor and County. All fees are for standard plan review services. Fees for complex plan reviews (as mutually agreed to by contractor and County) will be at the agreed upon hourly rates.

Basic Fees: The County of El Dorado bases its building permit fees on the valuation table as published in the August issue of the ICC Building Safety Journal; I've included our fee table for your reference. Our fee is \$.01 per \$1.00 valuation of the work proposed. Of this total permit fee, 50% is considered the plan review portion but 30% of this plan review portion is dedicated to administration, planning, site review and other processes performed by the department.

Plan review project fee proposals should be based on a percentage of the plan review portion of the fee collected by the County.

Personnel Charges:

- Fee for complete plan review
 - Residential and Commercial
- Fee for structural-only plan review
 - Residential and Commercial
- Personnel Charges – Hourly Billing Rates
 - Plan Review Engineer
 - Plan Reviewer
 - Support Services
 - Overtime Services
- Miscellaneous Charges or Other Fees

EXHIBIT A
El Dorado County Building Department
REQUEST FOR COST PROPOSAL FOR PLAN REVIEW

SCOPE OF SERVICES

Plan Review: The contractor will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, 3, 4, 5, 6, 8 and 12 including structural, fire/life safety, disabled access, and energy conservation requirements – as amended by County.

Comment Lists and Pick-up/Delivery: Plan reviews result in typed lists of comments that refer to specific details and drawings, and reference applicable code sections. The contractor will transport plans and comments to County in person, via FAX, via Internet and/or reliable overland carrier. Overnight delivery is to be available at no extra cost. Depending on the County's preference, contractor will provide plan review comments and perform rechecks directly with the (1) County, or (2) the applicant/designer, returning approved documents to the County after the plan review process is completed.

Technical Support: When mutually agreed between the County and Contractor as vital to project success, contractor will attend pre-construction or pre-design meetings and make field visits/provide support for field inspection personnel on an as-needed basis.

SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract approved by Contractor and County. All fees are for standard plan review services. Fees for complex plan reviews (as mutually agreed to by contractor and County) will be at the agreed upon hourly rates.

Basic Fees: The County of El Dorado bases its building permit fees on the valuation table as published in the August issue of the ICC Building Safety Journal; I've included our fee table for your reference. Our fee is \$.01 per \$1.00 valuation of the work proposed. Of this total permit fee, 50% is considered the plan review portion but 30% of this plan review portion is dedicated to administration, planning, site review and other processes performed by the department.

Plan review project fee proposals should be based on a percentage of the plan review portion of the fee collected by the County.

Personnel Charges:

- Fee for complete plan review
 - Residential and Commercial
- Fee for structural-only plan review
 - Residential and Commercial
- Personnel Charges – Hourly Billing Rates
 - Plan Review Engineer
 - Plan Reviewer
 - Support Services
 - Overtime Services
- Miscellaneous Charges or Other Fees

EXHIBIT A-1

COUNTY OF EL DORADO

COST WORKSHEET

COMPANY NAME: NAFFA INTERNATIONAL, INC.

HOURLY COSTS:	\$90/HR-- PLAN REVIEW ENGINEER
	\$85/HR-- CERTIFIED PLANS EXAMINER
	\$ 45/HR-- SUPPORT SERVICES
PLAN CHECK SERVICES:	<ul style="list-style-type: none">✓ NAFFA PROPOSES A PLAN CHECK FEE EQUAL TO 65% OF THE PLAN CHECK FEE COLLECTED BY THE COUNTY FOR A <u>COMPLETE PLAN REVIEW (RESIDENTIAL AND COMMERCIAL)</u>. INCLUDES ALL RECHECKS. ✓ NAFFA PROPOSES A PLAN CHECK FEE EQUAL TO 45% OF THE PLAN CHECK FEE COLLECTED BY THE COUNTY FOR A <u>STRUCTURAL-ONLY PLAN REVIEW (RESIDENTIAL AND COMMERCIAL)</u>.
EXPEDITED PLAN CHECK SERVICES (WITHIN 6 DAYS):	NAFFA PROPOSES A PLAN CHECK FEE EQUAL TO 90% OF THE PLAN CHECK FEE COLLECTED BY THE COUNTY.
SPRINKLERS AND FIRE ALARMS PLAN CHECK SERVICES:	HOURLY, \$90/HOUR

H. FEES

- Please refer to "COST WORKSHEET" in the Attachments Section.
- The County of El Dorado will be invoiced as projects are completed. We will customize the billing procedures to accommodate the county's specific needs and requests. Complete up-to-date financial reporting can be made at any time showing total amounts invoiced, project name and balance amounts vs. the contract amount for that period. Our accounting program allows for extensive reporting and that information can be shared with the county's finance and building departments.
- We currently invoice the county via email and using established procedures that are in place already.