

Attachment 2

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ATTACHMENT 2

Standard Agreement with
4LEAF, Inc.

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California ("County") and 4LEAF, Inc. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide plan check/review and related services to assist the County in meeting statutory timelines.

2.0 PAYMENTS PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A **Scope of Services/Payment Provisions**

Exhibit B **Incorporation of Request for Qualifications #10888, Plan Review Services**

5.0 PERFORMANCE STANDARDS:

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the

obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modify this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, liabilities and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents, and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01. **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02. **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03. **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence.

Modification (Justification attached; subject to approval)

Requester must check the appropriate Automobile Insurance Threshold box:

Agreement Under \$100,000.00 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles used in providing services under this Agreement with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000.00 per occurrence.

Agreement Over \$100,000.00 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence.

Modification (Justification attached; subject to approval)

Worker’s Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

Modification (Justification attached; subject to approval)

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval)

9.04. **Other Requirements:** All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and the County's Contracts/Purchasing Division showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01. **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02. **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to the County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03. **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a

period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. **Access to and Audit of Records:** The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000.00, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

10.05. **Royalties and Inventions:** County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government Code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if

applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to the County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, worker’s compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’s Contract Administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<hr/> Kathy Nielsen, Management Analyst II Name and Title	<hr/> John Kuehl, CBO Name and Title
Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527 <hr/> Address	4LEAF, Inc. 2126 Rheem Drive Pleasanton, CA 94588-2775 <hr/> Address
(831) 755-4832 194-HCD-Contracts@co.monterey.ca.us <hr/> Phone	(925) 462-5959 JKuehl@4leafinc.com <hr/> Phone

16.0 MISCELLANEOUS PROVISIONS:

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR,” as used in this Agreement, includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be the County of Monterey.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.16 **Integration:** This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and

shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

- 16.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES:

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code section 16.5; and California Civil Code section 1633.1 et. Seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in Portable Document Format (PDF).
- 17.2 **Counterparts:** The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.3 **Form - Delivery by E-Mail or Facsimile:** Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR


By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:  _____
5C29050B5BAC433 Reed Gallogly
County Counsel

Date: 6/5/2023

Approved as to Fiscal Provisions²

By:  _____
E79EF64E57454F8 Auditor-Controller

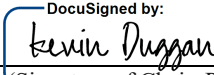
Date: 6/5/2023

Approved as to Liability Provisions³
Office of the County Counsel-Risk Management

By: _____
N/A
Risk Manager

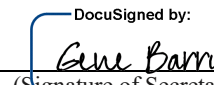
Date: _____

4LEAF, Inc.
Contractor/Business Name*

By:  _____
DocuSigned by:
Kevin Duggan, President, or Vice President

Kevin J. Duggan, President
Name and Title

Date: 6/2/2023

By:  _____
DocuSigned by:
Gene Barry
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Gene Barry, Vice President
Name and Title

Date: 6/2/2023

County Board of Supervisors' Agreement Number: _____ approved on _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required.

³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
4LEAF, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

A.1 Document Review

CONTRACTOR shall review architectural and engineering documents as provided by the County for compliance with all applicable building codes, fire codes, energy conservation standards, State Accessibility regulations, and all local ordinances including but not limited to all policy and model codes adopted by County and the State as set forth below:

- a) 2022 California Building Code, Volumes 1 and 2 as adopted by the State of California
- b) 2022 California Residential Code
- c) 2022 California Electrical Code as adopted by the State of California
- d) 2022 California Plumbing Code as adopted by the State of California
- e) 2022 California Mechanical Code as adopted by the State of California
- f) 2022 California Fire Code as jointly published by the Western Fire Chiefs Association and the National Fire Protection Association (NFPA) as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)
- g) National Fire Codes as published by the NFPA; as adopted and referenced by the State of California (California Code of Regulations, Title-1, Section 1.09)
- h) 2022 California Historical Building Code
- i) 2022 California Energy Code
- j) 2022 California Green Building Code
- k) County adopted ordinances and amendments relative to building and municipal codes, including specific project *conditions of approval* designated by County, regulating agency and/or other local jurisdictions.

A.2 Inspection Services

A.2.1 CONTRACTOR shall provide construction building inspection services on an as-needed basis due, but not limited, to an increase in workload, staff shortage, or projects requiring special handling or expertise.

A.2.2 CONTRACTOR shall ensure their building inspection professionals have current knowledge of the latest building codes, local ordinances, and standard accepted methods and means of building construction.

A.2.3 CONTRACTOR shall ensure all Inspectors be ICC Certified with experience in the application of the trades inspected. Inspectors must be fully qualified and capable

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

of completing scheduled construction building inspections on all types of building construction and occupancy types.

A.2.4 CONTRACTOR shall ensure all Inspectors are qualified to perform structural, non-structural, plumbing, mechanical, electrical, disabled access, energy compliance, and green building code inspections to ensure compliance with codes, ordinances and laws governing construction.

A.2.5 CONTRACTOR shall ensure all Inspectors are qualified as applicable to assist contractors, architects, engineers, builders, owners, and permit applicants regarding required compliance with codes. Inspectors also will issue approval and or required correction notices as needed for every inspection performed.

A.3 Timelines and Deliverables

CONTRACTOR shall be expected to perform per timelines shown in Attachment 1, Performance Timelines, for routine requests by County to provide plan review services unless otherwise mutually agreed upon in advance, or in the case of an Accelerated Plan Review request as described in Section A.5 herein.

A.4 Delays

A.4.1 CONTRACTOR shall notify the County of any delay within five (5) business days of receipt of plans if a longer turnaround time is anticipated as indicated in Attachment 1, Performance Timelines.

A.4.2 CONTRACTOR shall use all communication mechanisms necessary to confirm that County received notification of delays within this five (5) day requirement.

A.5 Accelerated Plan Review

A.5.1 CONTRACTOR shall complete initial plan review within fewer than five (5) business days from receiving the plans.

A.5.2 CONTRACTOR shall complete re-reviews within three (3) business days or less. Exact turnaround times for Accelerated Plan Review requests also may be specifically negotiated between the applicant, the jurisdiction, the County, and CONTRACTOR.

A.6 Plan Review Comments

CONTRACTOR shall develop all plan review comments to be submitted using a Plan Check Comments Sheet template (Attachment 2, Plan Check Comments Sheet Sample). Any modifications to the working template such as disabled access, and or any additional forms or templates established by County and CONTRACTOR for alternative methods of construction may be incorporated as needed and utilized with the appropriate recommendations when necessary.

A.7 General Communication

CONTRACTOR shall, whenever possible, shall utilize electronic communications when sending plan documents back and forth.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- a) Should CONTRACTOR possess an online document management system which the County may be granted access to for transmitting and documenting the plan review process, communication of plans and comments would be handled via the available system; or
- b) Plans shall be transmitted hardcopy via either courier service or ground mail service.

A.8 Health and Safety

CONTRACTOR, when visiting County work sites, must comply with required health and safety measures that are posted on the County’s website:

<https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$100,000 per year for a total not to exceed amount of \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% <i>(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)</i> Hourly Plan Review: \$120 Non-Structural Review \$145 Structural Review	Fee includes: <ul style="list-style-type: none">➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.➤ Shipping, courier, and electronic service.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**Building**

Chief Building Official	\$148/hour
Structural Plan Review Engineer	\$145/hour
Non-Structural Plans Examiner	\$120/hour
Certified Access Specialist (CASp) Inspector	\$155/hour
Certified Access Specialist (CASp) Plans Examiner	\$155/hour
Senior Combination Building Inspector (Building Inspector III)	\$120/hour
Commercial Building Inspector (Building Inspector II)	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$105/hour
Permit Manager.....	\$95/hour
Senior Permit Technician.....	\$85/hour
Permit Technician.....	\$75/hour
Clerk/Administrator.....	\$60/hour
Civil Plan Review (Grading, Improvement Plans)	\$155/hour
Inspector of Record	\$145/hour
DSA Class 1 / OSHPD A Inspector	\$175/hour
DSA Class 2 / OSHPD B Inspector	\$145/hour
DSA Class 3 / OSHPD C Inspector.....	\$103/hour
GoFormz Software.....	\$50/user monthly

Code Enforcement

Code Enforcement Director.....	\$145/hour
Code Enforcement Manager	\$135/hour
Senior Code Enforcement Officer.....	\$110/hour
Code Enforcement Officer II.....	\$105/hour
Code Enforcement Officer I.....	\$100/hour

Fire

Fire Protection Engineer (FPE).....	\$180/hour
Fire Prevention Officer	\$148/hour
Fire Plans Examiner	\$155/hour
Fire Inspector II.....	\$120/hour
Fire Inspector I.....	\$110/hour

Planning

Housing Policy Director	\$205/hour
Planning Director.....	\$180/hour
Principal/Planning Manager.....	\$165/hour
Senior Planner	\$155/hour
Associate Planner	\$135/hour
Assistant Planner	\$110/hour
Planning Technician.....	\$98/hour

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Project Management

Project Manager	\$180/hour
Principal-in-Charge	\$245/hour

Engineering, Public Works Inspection, & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	\$175/hour
Traffic Engineer.....	\$230/hour
Construction Manager.....	\$162/hour
Certified Access Specialist (CASp) Inspector (Regular time)	\$165/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	\$186/hour
Certified Access Specialist (CASp) Inspector (Overtime).....	\$223/hour
Certified Access Specialist (CASp) Plans Examiner.....	\$165/hour
Public Works Inspector (Regular Time)	\$153/hour
Public Works Inspector (Nighttime).....	\$172/hour
Public Works Inspector (Overtime)	\$207/hour
Public Works Inspector Apprentice.....	\$99/hour

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
 Housing and Community Development (HCD) – Finance
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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Attachment 1 – Performance Timelines

<i>Project Type</i>	First Check Turnaround Time (in days)	Re-Check Turnaround Time (in days)
Residential New Construction	7	5
Residential Additions	5	3
Residential Remodels / Tenant Improvements	5	3
Commercial New Construction	10	5
Commercial Additions	7	5
Commercial Remodels / Tenant Improvements	7	5
Complex Commercial Projects	10	5

MONTEREY COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, Director



HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831)755-5025
www.co.monterey.ca.us

Date: _____

Building Review Plan Correction List/Letter (*Initial Plan Review*)

Permit Number: _____ -000 _____

Address: _____

Owner: _____ Applicant: _____

Sprinklered: _____ SRA/Fire Hazard Zone: _____

OTC Back Check: **Yes** _____

Description: _____

<u>Use of Structure</u>	<u>Occupancy</u>	<u>Construction Type</u>	<u>Area (S.F.)</u>	<u>Story</u>
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Dear Applicant:

The plan review of your application has been completed and additional information is required prior to approval of the permit application. The Code Sections referenced are from the Title 24, 2019 California Building Codes, unless otherwise noted. The approval of plans and specifications does not permit the violation of any section of the building code, or other ordinance or law. A permit application for any proposed work shall expire one year after the date of filing has been issued or the building official has granted an extension of time.

INSTRUCTIONS

Resubmit the following documentation to address the plan review corrections listed below:

- On the "RESPONSE:" line located below the correction item, write the sheet number, detail number, and/or location indicating where the correction is. Please be specific as to where correction items have been addressed so that recheck may be expedited.
- Submit corrected plans and any corrected supporting documents as noted at the **end of this plan check letter**.
- **Important:** To ensure an efficient review and approval of the permit application incorporate the corrections required by **all land use reviewing agencies** onto the resubmitted plans and documents.

To expedite the plan review process, please provide the name and phone number of the individual who prepared these plan review responses:

NAME: _____ PHONE: _____

PLAN REVIEW COMMENTS

Cloud and/or provide a revision symbol next to each correction or change made.

1. XXX

RESPONSE _____

Submit PLAN CHECK CORRECTIONS as follows:

Electronically to: HCDpermits@co.monterey.ca.us

OR

**Physically to: County Offices at 1441 Schilling Place (South),
Salinas, CA 93901.**

(The submittal shall be an ELECTRONIC COPY on physical media.)

Please do not submit plans/documents directly to the plan check team.

Please indicate here if any changes have been made to the plans that are not a result of corrections from this list. Description of Changes:

If you have any questions concerning the progress of your permit application, please refer to the Monterey County Building Services website click "*Check Permit Status*". Go to Monterey County Accela Citizen Access. A user login is not necessary. Just type the permit number into the upper right-hand corner.

Thank you,

**EXHIBIT B – INCORPORATION OF REQUEST FOR QUALIFICATIONS (RFQ)
#10888 AND STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #10888, Plan Review Services, in the County of Monterey, California. 4LEAF, Inc., submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10888.

RFQ #10888 and the Statement of Qualifications submitted by 4LEAF, Inc., on file with the Housing and Community Development Department are hereby incorporated into the Agreement by this reference.

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