

## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND CALIFORNIA CODE CHECK, INC., FOR PLAN REVIEW SERVICES**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and California Code Check, Inc., hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, County has invited qualifications proposals through the Request for Qualifications (RFQ) # 10336 for **PLAN REVIEW SERVICES** in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible qualifications proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of the CONTRACTOR'S qualifications proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #10336 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10336. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT, including all Exhibits and Attachments,  
Addendum (or Addenda) to RFQ #10336,  
RFQ #10336 dated 02/09/2012,  
CONTRACTOR'S Proposal dated 03/08/2012,  
Certificate of Insurance  
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in order listed above in Section 1.1.

- 1.3 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.
- 1.4 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.
  - 1.4.1 CONTRACTOR must maintain all licenses and certifications throughout the term of the AGREEMENT.
- 1.5 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.

## 2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 2.2 Services shall be on an as-needed basis only. The Scope of Services includes but is not limited to the following:
  - 2.2.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of Plan Review Services. CONTRACTOR shall review architectural and engineering documents as provided by 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. 2010 California Building Code, Volumes 1 and 2 as adopted by the State of California
    - b. 2010 California Residential Code
    - c. 2010 California Electrical Code as adopted by the State of California
    - d. 2010 California Plumbing Code as adopted by the State of California

- e. 2010 California Mechanical Code as adopted by the State of California.
  - f. 2010 California Fire Code as jointly published by the Western Fire Chiefs Association and the National Fire Protection Association (NFP A) as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)
  - g. National Fire Codes as published by the National Fire Protection Association (NFP A); as adopted and referenced by the State of California (California Code of Regulations, Title-19, Section 1.09)
  - h. 2010 State Historical Building Code
  - i. 2008 California Energy Code
  - j. 2008/2010 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 agencies and/or other local jurisdictions.
- 2.2.2 Inspection services are not included in this scope of work and will, therefore, not be requested of CONTRACTOR.
- 2.2.3 Timelines and Deliverables. Timelines for common plan review projects are outlined in EXHIBIT 1 PERFORMANCE TIMELINES attached hereto. CONTRACTOR shall be expected to perform per these 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 5.2.5 herein.
- 2.2.4 Delays. If a review is anticipated to take longer than the expected turnaround time as per EXHIBIT 1 PERFORMANCE TIMELINES attached hereto, CONTRACTOR shall notify County of such a delay within five (5) business days of receipt of plans. CONTRACTOR shall use all communication mechanisms necessary to confirm that County received notification of delays within this 5 day requirement.
- 2.2.5 Accelerated Plan Review. County may occasionally request that plan review turnaround times be accelerated (expedited), typically due to a sudden and unanticipated urgency. In these accelerated plan review requests CONTRACTOR shall complete initial plan review within fewer than five (5) business days from receiving the plans. Re-reviews shall be completed in three (3) business days or less. Exact turnaround times for Accelerated Plan Review requests may also be specifically negotiated between the applicant, the jurisdiction, County, and CONTRACTOR. Roughly one percent of all requests by County for plan review services may be accelerated requests.
- 2.2.6 Plan Review Comments. All plan review comments will be developed and submitted using a Plan Check Comments Sheet template. The template shall be mutually agreed upon for use by County and CONTRACTOR at the time the AGREEMENT is entered into. A sample of such a template is attached hereto for reference as EXHIBIT 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.

2.2.7 General Communication. It is County's preference to utilize electronic communications whenever possible except when sending plan documents back and forth.

2.2.7.1 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

2.2.7.2 Plans shall be transmitted hardcopy via either courier service or ground mail service.

### **3.0 TERM OF AGREEMENT**

3.1 The term of the AGREEMENT shall begin upon execution of the AGREEMENT through and including June 30, 2015 with the option to extend for two (2) additional one (1) year periods.

3.1.1 County is not required to state a reason if it elects not to renew.

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

### **4.0 COMPENSATION AND PAYMENTS**

4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as ATTACHMENT NO. A.

4.1.1 Three Agreements in total have been awarded for Plan Review Services per RFQ #10336. The aggregate total amount for all three Agreements shall not exceed \$615,000.00 annually.

4.1.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

4.2 Prices as per ATTACHMENT A shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually provided that negotiations for rate changes proposed by CONTRACTOR are communicated to County a minimum of ninety days (90) prior to the expiration date of this AGREEMENT. Both County and CONTRACTOR shall agree to any and all price changes in writing via an amendment.

- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Tax:
- 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.5.2 County is registered with the Internal Revenue Service, San Francisco office, tax ID 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **5.0 INVOICES AND PURCHASE ORDERS**

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County of Monterey Resource Management Agency at the following address:

County of Monterey  
Resource Management Agency - Building Services Department  
Attn: Jaime Martinez  
168 W. Alisal Street, 2nd Floor  
Salinas, CA 93901

- 5.2 CONTRACTOR shall reference "RFQ #10336" on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 DESIGN PROFESSIONAL INDEMNIFICATION

- 6.1 For purposes of the following indemnification provisions (“Indemnification AGREEMENT”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- 6.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.
- 6.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

## 7.0 INSURANCE REQUIREMENTS

- 7.1 Evidence of Coverage:
- 7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 7.2 Qualifying Insurers: All coverage's, 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 County's Purchasing Officer.
- 7.3 Insurance Coverage Requirements:
- 7.3.1 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:
- 7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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 per occurrence.
- 7.3.1.2 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 per occurrence.
- 7.3.1.3 Workers' 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 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.1.4 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, 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 years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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 years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, 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.
- 7.4.3 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.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five 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.
- 7.4.5 CONTRACTOR shall at all times 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 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.

## **8.0 RECORDS AND CONFIDENTIALITY**

- 8.1 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 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.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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 years after final payment under the AGREEMENT.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any and all subcontractors shall comply with all of County's insurance and indemnification requirements as detailed in this AGREEMENT.

## **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 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. 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.
- 12.2 CONTRACTOR shall report immediately to 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.
- 12.3 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.

## **13.0 FORCE MAJEURE**

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

#### **14.0 TRAVEL REIMBURSEMENT**

- 14.1 There shall be no travel reimbursement for this AGREEMENT.

#### **15.0 INTELLECTUAL PROPERTY RIGHTS**

- 15.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.
- 15.2 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

#### **16.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

**TO CONTRACTOR:**

California Code Check, Inc.  
Attn: Bryan Spain, VP  
5905 Capistrano Ave., Suite F  
Atascadero, CA 93422  
Tel. No.(805) 792-1109  
FAX No.(805) 792-1110  
[cccbspain@sbcglobal.net](mailto:cccbspain@sbcglobal.net)

## 17.0 LEGAL DISPUTES

- 17.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 17.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 17.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: Tom Harris  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

Tom Harris, President  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6-8-12

[Signature]  
Deputy Auditor/Controller

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 6-12-12

Katherine Hook, Secretary  
Printed Name and Title

Approved as to Liability Provisions:

Dated: 6-8-12

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

[Signature]  
Deputy County Counsel

Dated: 6-11-12

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



**COUNTY OF MONTEREY**  
**CONTRACTS/PURCHASING DIVISION**

April 24, 2012

California Code Check  
 Central California Office  
 5905 Capistrano Ave, Ste F  
 Atascadero, CA 93422  
**ATTN: Bryan Spain, VP**

RE: RFQ 10336 Plan Review Services, County of Monterey

Dear Mr. Spain,

The County of Monterey has reviewed and finalized the selection for Request Proposals 10336 to three (3) vendors. The 3 finalist's sealed pricing was then opened and reviewed. Upon review and comparison of pricing, the County is requesting each of the 3 finalist vendors agree to the pricing below for the term of the proposed contracts.

If this is agreeable to you, please sign below and return to me no later than 3:00 PM, Monday April 30, 2012.

Service:	State your firm's rate as a percentage of the cost of plan review:
Plan Review (regular)	55% of cost of plan review
Accelerated Plan Review	80% of cost of plan review

Service:	State your firm's rate in dollars per each hour:
Structural Only Review, Rechecks >3	\$95
Grading Plan Review	\$110
*Geotechnical Peer Review Report	\$135

We are also requesting on larger more complex projects, that we are able to negotiate with the vendor a mutually agreeable fixed flat fee.

By execution of this document, Contractor hereby agrees to the terms and pricing as stated above.

BRYAN SPAIN Bryan Spain VICE PRESIDENT      25 APR 12  
 Name/Title      Date

Respectfully,

**Gina Encallado**  
 Deputy Purchasing Agent  
 831-796-1336  
 EncalladoGL@co.monterey.ca.us

**Exhibit 1 – Performance Timelines**

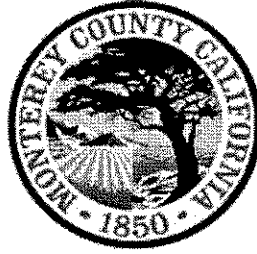
<i>Project Type</i>	<i>First Check Turnaround Time (in days)</i>	<i>Re-Check Turnaround Time (in days)</i>
Residential New Construction	7	5
Residential Additions	5	3
Residential Remodels / Tenant Improvements	5	3
Commercial New Construction	10	5
Commercial Additions	7	5
Commercial Remodels / Tenant Improvements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

Note; the turnaround times above do not include *Accelerated Plan Review* requests. Please see RFP Section 5.2.5 for specifics regarding *Accelerated Plan Review* request performance timelines.



Name of Plan Check Company  
Address

Phone:  
Fax:  
Email:



PLAN CHECK COMMENTS

Date:  
Plan Check #:  
Submittal:  
Checked By:

JURISDICTION: County of Monterey

PROJECT ADDRESS:

PROJECT DESCRIPTION:

FIRE SPRINKLERS:

FIRE HAZARD AREA:

SOILS REPORT:

SEISMIC DESIGN CATEGORY:

USE OF STRUCTURE      OCCUPANCY      CONSTRUCTION TYPE      AREA (S.F.)      STORY

INSTRUCTIONS

- A. This plan review has been made to verify conformance to minimum requirements of codes and ordinances adopted by the County of Monterey. Codes in effect for this project include the 2007 editions of the California Building Code (CBC), California Plumbing Code (CPC), California Mechanical Code (CMC), California Energy Code (CEnC), and California Electrical Code (CEC). The CBC is based on the 2006 edition of the International Building Code which was published by the International Code Council. The CPC and CMC are based on the 2006 editions of the Uniform Plumbing and Mechanical Codes, respectively, which were published by IAPMO. The CEC is based on the 2005 edition of the National Electrical Code published by the National Fire Protection Association (NFPA). Applicable code sections are referenced after each item in this list.
- B. Before approval for code compliance or issuance of a building permit, the plans and application for this construction require the information, revisions and corrections indicated on the following pages. The approval of plans and specifications does not permit the violation of any section of the building code, or other ordinance or law.
- C. Plan check fee provides for a maximum of three plan check reviews. There will be an additional plan check fee for any additional plan checks.
- D. Submit a list showing any changes to the plan or previously submitted documents that are not the result of the plan check corrections.
- E. An application for a permit for any proposed work shall expire one hundred eighty (180) days after the date of filing has been issued or the building official has granted an extension of time.

Please make all corrections on the original tracings and submit two new sets of prints to:

Monterey County Resource Management Agency  
Building Services Department  
168 W. Alisal St., 2<sup>nd</sup> Floor  
Salinas, CA 93901

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

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

The process for providing Responses to these plan check comments is as follows:

- Read the instructions on cover sheet for making corrections and resubmitting plans for approval.
- 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.
- All comments shall be responded to prior to approval.

CBC COMMENTS/CORRECTIONS