



908 W. GORDON AVE., SUITE 3
LAYTON, UTAH 84041
OFFICE: (801) 547-8133
FAX: (801) 820-9089

AGREEMENT FOR PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2022, by and between City of Weber County, Utah (“Jurisdiction”) and West Coast Code Consultants, Inc. (WC³) (“Consultant”).

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

- SCOPE OF SERVICES:** Consultant shall perform the services described in Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit “A”, Scope of Services, attached hereto and incorporated by this reference, subject to the direction of the Jurisdiction.
- TIME OF PERFORMANCE:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
- COMPENSATION:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit “B”, Schedule of Fees, which is attached hereto and incorporated by this reference.
- METHOD OF PAYMENT:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff. When payments made by Jurisdiction equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by Jurisdiction.
- OWNERSHIP OF DOCUMENTS:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the jurisdiction shall have the sole right



to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.

6. **INDEPENDENT CONTRACTOR:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. **INTEREST OF CONSULTANT:** Consultant (including principals, associates and professional employees) covenants and represents that is does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
8. **PROFESSIONAL ABILITY OF CONSULTANT:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
9. **INDEMNITY:** Consultant agrees to indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.
10. **INSURANCE:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A-:



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- a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
 - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and a four million (\$4,000,000) annual aggregate limit. The policy shall protect Jurisdiction, Consultant and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.
 - c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) on a claims-made annual aggregate basis.
 - e. **Certificates of Insurance and Endorsements:** When requested, Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein.
11. **COMPLIANCE WITH LAWS:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
 12. **LICENSES:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Jurisdiction business license if required.



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13. **CONTROLLING LAW VENUE:** This Agreement and all matters relating to it shall be governed by the laws of the State of Utah and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.
14. **WRITTEN NOTIFICATION:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction:

Weber County

Attn: Stan Berniche
2380 Washington Blvd
Ogden, Utah 84401

If to Consultant:

West Coast Code Consultants, Inc.

908 W. Gordon Ave., Suite 3
Layton, Utah 84041

15. CONSULTANT'S BOOKS AND RECORDS:

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection at Jurisdiction Hall when it is practical to do so. Otherwise unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.



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16. **ENTIRE AGREEMENT:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. **AMENDMENTS:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
18. **WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **LITIGATION EXPENSES AND ATTORNEY'S FEES:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **EXECUTION:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **ASSIGNMENT and SUBCONTRACTING:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and subcontractor nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **TERMINATION:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.




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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

JURISDICTION:

Jurisdiction Manager

CONSULTANT:

By:  August 16, 2022

Regional Manager / WC³

APPROVED AS TO FORM:

Jurisdiction Attorney

ATTEST:

Jurisdiction Clerk

Attachments: Exhibit A - Scope of Services
Exhibit B - Schedule of Fees



EXHIBIT "A"

SCOPE OF SERVICES

A. PLAN REVIEW SERVICES

1. **Plan Review:** West Coast Code Consultants (WC3) shall provide complete plan review services to ensure that construction documents are in general compliance with the prescriptions of the adopted building code(s), including any applicable state and local amendments.
2. **Comment Lists and Plans Delivery:** When plan reviews result in items that need to be addressed, a written comment letter will be provided which refers to specific building code sections or specific details and drawings. Comment lists are sent out to recipients designated by the Jurisdiction via email, FAX, and/or overnight delivery. Depending on the Jurisdiction's preferred process, WC3 will transmit plan review comments and coordinate re-checks directly with the permit applicant/design team, or through the Jurisdiction. Once all comments have been addressed the completed construction documents will be returned to the Jurisdiction for final approval.
3. **Turn-Around Schedules:** For most project types initial plan reviews are completed within approximately ten (10) working days from the date the plans are received by WC3. Large, or unusually complex plan reviews may take up to fifteen (15) working days to complete. We are committed to completing plan reviews as prompt or sooner than the Jurisdictions own schedule and work hard to accommodate any turn-around schedule desired by the Jurisdiction. When not otherwise specified, we may contact the Building Official or assigned staff to determine if there are scheduling needs on specific projects to eliminate possible misunderstandings regarding turn-around expectations.
4. **Electronic Plan Review:** WC3 has more than ten (10) years of experience providing electronic plan reviews to many of its clients. Electronic plan review services incorporate "green" technology by reducing paper usage and eliminating shipping costs.

B. BUILDING INSPECTION SERVICES

1. Consultant will provide state-licensed and ICC certified inspector(s) as requested by the Jurisdiction.
2. Requests from the Jurisdiction for inspections must be made a minimum of one (1) business day prior to requested inspection date. Inspection requests received after 4PM will be considered as received on the following business day. Inspections can be scheduled for standard business days only. Inspection requests are filled on a first come first serve basis and are subject to inspector availability. Inspection requests made with more advanced notice will be given higher priority. Inspection requests must be made for half day or full day services, the duration of inspections must



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be specified at the time of the request. Half day inspections shall be either morning (8:00 AM to 12:00 PM) or afternoon (1:00 PM to 5:00 PM), full day inspections are from 8:00 AM to 5:00 PM. Alternate inspection schedules may be made by special request, but are subject to availability and approval.

3. In general, the inspection services provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned. The intent of the inspections is to ensure compliance with the approved construction documents and conformance to the adopted building codes.



EXHIBIT “B”

SCHEDULE OF FEES

A. GENERAL FEE INFORMATION

1. **Fixed Fee Duration:** All plan review fixed fees and inspection half and full day rates listed herein are for the first two (2) years of the Agreement and must be reviewed annually thereafter. Changes in fees must be mutually agreed upon. Changes to Exhibit “B” shall be done as an addendum to the original agreement all other portions of the original agreement shall remain in place as thereby agreed upon.
2. **Inflation:** Rates are subject to an increase based on a minimum 3% cost-of-living, the Engineering News Record’s (ENR) Construction Cost Index (CCI), or the Consumer Price Index; whichever is greater. Changes to the hourly rates as noted above are part of the standard fee schedule and shall take effect annually for the duration of this agreement.

B. PLAN REVIEW SERVICES

3. **Basic Fees:** For complete plan review of single-family residential projects fees will be assessed on an hourly basis using the Table of Hourly Billing Rates attached hereto. For complete plan review of commercial projects, the fees will equal sixty-five percent (65%) of the plan review fees collected by the Jurisdiction. This “fixed-fee” plan review fee covers a first, second and quick third review (for approval purposes only).
4. **Other Fees:** In addition to the Basic Fees described above, time and materials methods using the Table of Hourly Billing Rates will be used for determining fees for the following types of services:
 - a. Fire and life safety plan reviews are not performed as part of the “basic fee” collected as part of our complete plan review services. These reviews will be performed by ICC certified fire plans examiners at the hourly rates noted in Table of Hourly Billing Rates.
 - b. If the Jurisdiction does not require a complete plan review but would like assistance with specialty reviews (e.g. structural, mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in Table of Hourly Billing Rates.
 - c. Fees for problem plan checks which require more than a quick third check to approve the project, when mutually agreed upon between the Jurisdiction and Consultant, will be based on the hourly rates noted in Table of Hourly Billing Rates.
 - d. Expedited reviews, which are performed in half the time noted in Exhibit “A”, will be billed at of 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.



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5. **Invoicing:** Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of receipt of the invoice.

C. BUILDING INSPECTION SERVICES

1. **Basic Fees:** Building inspection services will be billed as either a half day rate or a full day rate. The half date rate will be \$383.00 (three hundred eighty three). A half date rate will be billed for anything up to 4 hours of inspection time. The full day rate will be \$723.00 (seven hundred twenty three). A full day rate will be billed for anything over 4 hours but not to exceed 8 hours of inspection time. These rates include travel to and from the city and travel within the city while completing inspections. Rates listed in the Table below are only applicable for unique and specific circumstances like Building Official services, overtime, and miscellaneous charges.
2. **Off-hour and Overtime Inspections:** Inspections outside of standard hours specified in Exhibit "A", including but not limited to early, after-hour, weekend, or holiday inspections may be requested but will be billed at 150% of the rates standard fees herein noted. All inspection time over 8 hours in one day will be billed at an additional overtime hourly rates specified in the Table of Hourly Billing Rates, this is in addition to the standard full day fixed fee rate. All off-hour or overtime inspections are subject to availability of staff to provide these inspections.
3. **Inspection Cancellation Policy:** If inspection services are scheduled but not needed, it is the responsibility of the jurisdiction to cancel inspection services at least 24 hours prior to that start of the scheduled inspection time. Inspection services canceled less than 24 hours prior to the scheduled start time will be subject to a cancellation fee. The cancellation fee is the same as the charge for a half day inspection service, regardless of whether it is a scheduled half or full day.
4. **Miscellaneous Expenses:** Reimbursable expenses, when deemed necessary, will be mutually agreed upon and may include special equipment rentals, any public transportation costs, bridge tolls, parking and special shipping or printing requirements. Special meetings, building official services, or other mutually agreed upon miscellaneous services will be billed at an hourly rate as noted in the Table of Hourly Rates.



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TABLE OF HOURLY BILLING RATES*

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Plan Review Engineer.....	120
Fire Plans Examiner.....	95
Building Plans Examiner.....	95
Inspector Rate	85
Building Official Rate ¹	120
Permit Technician/Administrative.....	65
Overtime.....	150% of Above Listed Rates
Miscellaneous charges.....	To include
Mileage	Current IRS Rate
Reimbursable Expenses ²	Time and Materials

Footnotes:

1. Building Official services apply to any requested services which are not covered in Exhibit "A" for scope of work for plan review or inspection services. These are tasks typically performed by the building official, this may include but not limited to items such as, attending preconstruction meetings, attending City Council or Planning meetings, etc.