

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of January 8, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County" or "Permit Sonoma"), and 4Leaf, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified building plan review and building inspection, experienced in providing these services on behalf of public entities; and

WHEREAS, due to the Sonoma Complex Fire, there is an unprecedented need for building plan review and building inspection services as residents of Sonoma County seek to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for building plan review and building inspections services to ensure the residents of Sonoma County are able to repair or reconstruct fire damaged or destroyed homes and structures.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons specified in this Agreement and any exhibit hereto, and incorporated herein by reference, as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. In the event Consultant desires to remove, replace, substitute or otherwise change any key personnel, consultant shall notify County of the proposed change and shall work with County to insure that the proposed change results in personnel acceptable to County with comparable experience, competency and professionalism to any personnel being replace. With respect to performance under this Agreement, Consultant's key personnel are Michael Renner and Marcus Johnson.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.2.1 Plan Review.

- a. For all Plan Review services, including Miscellaneous Plan Review services (as both are defined in Exhibit A), required hereunder that are provided by Consultant in person at the County of Sonoma's Permit Sonoma offices (hereinafter "On-site Plan Review"), Consultant shall be paid on a time and material/expense basis in accordance with the rates set forth in Exhibit B. Consultant shall submit its bills for On-Site Plan Review in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Reimbursable materials/expenses not expressly authorized by the Agreement, but expended by Consultant in the furtherance of this Agreement, may be presented to the County for consideration. County makes no guarantee of reimbursement for such materials/expenses. Reimbursement of materials/expenses not authorized by this Agreement is at the sole discretion of the County.

- b. For all Plan Review services, including Miscellaneous Plan Review services (as both are defined in Exhibit A) required hereunder that are provided in the Consultant's offices (hereinafter "Off-site Plan Review"), Consultant shall be paid on a lump sum basis in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

2.2 Inspection Services.

- a. For all Inspection Services required hereunder Consultant shall be paid in progress payment in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.
- b. For Re-Inspection Services Consultant shall be paid a re-inspection fee in accordance with Exhibit B for each re-inspection above and beyond two regular inspections for a given inspection type, provided the Consultant assesses the building permit applicant a re-inspection fee (#0011) within the Accela permit record in accordance with CNI-004, Building Inspection Procedures for the associated re-inspection.

2.3 Off-Site Work. Upon completion of the work, Consultant shall submit its bill(s) for payment for Off-Site Plan Review and Inspections Services in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill(s) shall identify the services completed and the amount charged.

2.4 Community Outreach and Standards Development. Consultant shall provide the services listed in Task 4 (Community Outreach) and Task 5 (Design Standard Development) of Exhibit A, Scope of Work, without any additional compensation from County.

2.5 Not-to-Exceed Amount. Under no circumstances shall the cumulative sum total of all payments to Consultant, for all services provided of any kind or nature, under this Agreement exceed Fourteen Million Dollars (\$14,000,000) without the prior written approval of County.

2.6 Invoices. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.7 Taxes Withheld. Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to January 29, 2021, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving fifteen (15) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving fifteen (15) days written notice to Consultant of such termination, stating the reason for termination. Within the fifteen (15) day period after written notification and before termination, Consultant may attempt to resolve the underlying failure to perform its obligation and/or violation of terms of the Agreement. County will work with Consultant, but retains sole discretion to terminate this Agreement.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, Tennis Wick, Department Head of Permit Sonoma, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

7.1 Notice to Proceed. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

7.2 On-Site Work. Consultant shall complete all On-site Plan Review, including rechecks of resubmitted plans and return all plans to the customer or their representative in accordance with Exhibit A within three (3) business days of receipt by the Consultant. For the purposes of this Agreement, business days are defined as days that the County of Sonoma's Administrative Offices are open to the public.

7.3 Off-Site Work. Consultant shall complete all Off-site Plan Review and return all plans to the customer or their representative in accordance with Exhibit A within five (5) business days of receipt by the Consultant.

7.4 Rechecks. Rechecks of resubmitted plans shall be completed within three (3) business days of receipt by the Consultant.

7.5 Inspection Work. Consultant agrees to complete Inspection Services in accordance with the deadlines set forth in Exhibit A, Task 2, Table 1.

7.6 Liquidated Damages. The Parties agree that pursuant to Paragraph 13.9 of this Agreement, time is of the essence and the representations by Consultant that it would be able to complete plan review in accordance with the timelines described above were a material inducement to County to enter into this Agreement. The Parties further agree that if Consultant fails to complete plan review by the timelines listed above, the damages to the County and the public seeking to repair or reconstruct fire damaged or destroyed homes or structures would be difficult to ascertain. Therefore, the Parties agree the following liquidated damages will apply to each and every plan review that is not completed within the time frames listed in Paragraph 7.2 and 7.3 above, and will be deducted from any payment due and owing Consultant and will be retained by County as liquidated damages:

Main Dwelling or Accessory to Dwelling:

• 0-1,000 square feet:	\$504.00
• 1,001-1,500 square feet:	\$596.00
• 1,501-2,000 square feet:	\$678.00
• 2,001-2,500 square feet:	\$761.00
• Greater than 2,500 square feet:	\$844.00

Garage or Storage Structure:

• 0-1,000 square feet:	\$273.00
• 1,001-1,500 square feet:	\$331.00
• 1,501-2,000 square feet:	\$385.00
• 2,001-2,500 square feet:	\$432.00
• Greater than 2,500 square feet:	\$478.00

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance

with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided

under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403

Attn: Mr. Nathan Quarles
Nathan.quarles@sonoma-county.org

TO: CONSULTANT:

4Leaf, Inc
2126 Rheem Drive
Pleasanton, CA 94588

Attn: Mr. Mike Renner
mrenner@4leafinc.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient.

Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: 4LEAF, Inc.

By: _____

Name: Kevin J. Duggan

Title: President

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____

Tennis Wick
Permit and Resource Management
Department Director

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____

Tennis Wick
Permit and Resource Management
Department Director

Date: _____

EXHIBIT A SCOPE OF WORK

Task 1: PLAN REVIEW. Consultant shall perform the following plan review services, as assigned by the County, hereinafter collectively referred to as “Plan Review” whether for a dwelling unit, accessory structure, garage, storage structure or bridge:

- a. Consultant shall perform a pre-application screening, at the request of an owner/applicant, to assist future permit applicants identify parcel and structure information needed for a complete application.
- b. Consultant shall initialize all permit submittals within the existing Permit Sonoma Accela software system. Permit initialization shall occur at the local Resiliency Permit Center with direct applicant guidance provided where possible. All permit applications, regardless of type, shall be reviewed by Consultant at permit intake to ensure that all Permit Sonoma task approval, notices, holds and comments are set appropriately. All permit processing, local or remote, shall be conducted within the Permit Sonoma platform and all associated plans, documents, inspections and comments shall be appropriately maintained ensuring a complete record at final.
- c. Consultant shall review building, grading, and/or septic plan sets, specifications, calculations, and other information submitted to Permit Sonoma for fire damaged or destroyed dwellings or structures, and other dwellings and structures as agreed upon by Consultant and County, pursuant to a permit application to verify that the plans, specifications, and calculations comply with applicable county codes, county fire code and state laws, including but not limited to the following: Plan Review, Green Plan Review, Site Review, Planning Review, Modified Findings Report for septic systems, OWTS Manual, Grading Ordinance, Water Well Construction Standards, and Fire related plan review.
- d. Consultant shall plan review modified finding reports submitted to Permit Sonoma pursuant to applicable county septic codes and state laws.
- e. Consultant shall review a project for consistency with County of Sonoma Planning policies, including General Plan consistency.
- f. Consultant shall communicate directly with either the applicant or a professional representative designated by the applicant on the application, except that if the applicant has designated a professional representative, Consultant shall send the applicant copies of all correspondence sent to the applicant’s representative, including the notices required below.
- g. Consultant shall notify the applicant and their professional representative in writing or via e-mail or via electronic transmission of any deficiencies upon completion of initial plan check. If the applicant or their professional representative does not respond to Consultant’s notification within three (3) months from the date of the notification, Consultant shall notify the applicant and their professional

representative in writing that the applicant will be assumed to have abandoned its project if the applicant does not submit revised plans, specifications or calculations within an additional three (3) months.

- h. Consultant shall at a minimum provide the following staff at trailers provided by Permit Sonoma during all times the County of Sonoma Administrative Offices are open to the public with the following personnel to perform Plan Review Services:
 - i. (1) Project Manager
 - ii. (2) Plan Examiners
 - iii. (1) Supervising Permit Technician
 - iv. (1) Administrative Support
 - v. (1) Building Inspector
- i. Consultant shall not perform “Off-site Plan Review”, as that term is defined in Paragraph 2 of this Agreement, without the prior approval of Permit Sonoma. Upon receipt of a written request to conduct “Off-site Plan Review”, County shall provide a response to the request within four (4) hours or by the beginning of the next business day if request is made after 1:00 p.m.

Task 2: INSPECTION SERVICES. Consultant shall perform the following inspection services, as assigned by the County, collectively referred to as “Inspection Services” whether for a dwelling unit, accessory structure, garage, storage structure or bridge:

- j. Inspection Services include conducting inspections classified as, but is not limited to, the following categories of inspections: Building, Green, Electrical, Plumbing, Mechanical and Fire.
- k. Consultant shall perform all Inspections Services necessary for fire damaged or destroyed dwellings or structures necessary for the customer to receive a certificate of occupancy, or any other governmental approval necessary to close out the permit.
- l. Consultant shall utilize Permit Sonoma’s inspection scheduling system, which allows for inspections to be scheduled electronically, in person and by telephone.
- m. Consultant shall perform building inspections on a schedule that is developed and agreed upon by both County and Consultant for fire damaged and destroyed dwellings and structures, and other inspections as agreed upon by Consultant and County.
- n. Building inspections shall be performed in accordance with approved plans for each project and in conformance with the currently adopted model codes and Sonoma County Code.
- o. Consultant agrees to complete Inspection Services in accordance with the deadlines set forth in Table 1 below:

Table 1. Inspection Deadlines

Less than 200	1
200-300	2
301-400	3
401-500	4
Greater than 500	5

Task 3: MISCELLANEOUS SERVICES. Additionally, Consultant may also be requested to perform the following services, as assigned by the County, hereinafter referred to as “Miscellaneous Services”:

- p. Consultant shall perform Standard OWTS Plan Review and Non-Standard OWTS Plan Review, to review and verify septic plans, specifications, calculations, and other information submitted to Permit Sonoma pursuant to a septic permit application to verify that the plans, specifications, and calculations comply with applicable county septic codes and state laws.
- q. Consultant shall perform Standard OWTS Inspections and Non-Standard OWTS Inspections in accordance with approved plans for each project and in conformance with the currently adopted model codes and Sonoma County Code.
- r. Consultant shall perform building sewer inspection, lateral sewer inspection or combined sewer inspection in accordance with approved plans for each project and in conformance with the currently adopted model codes and sanitation district codes.

Task 4: COMMUNITY OUTREACH. Consultant shall conduct five (5) community meetings located at times mutually agreed to between Consultant and County. At least one community meeting shall be located within the Sonoma Valley. The community meetings shall provide information to the public and design professionals that informs the public about the policies and procedures of obtaining permits for repairing and reconstructing fire damaged and destroyed dwellings and structures, including but not limited to design requirements, model code requirements, Sonoma County Code requirements for building, septic and fire code compliance, and any and all state law requirements. Consultant shall provide information on how to submit plans for approval to obtain permits, the process for approval, processes for scheduling inspection appointments, and any other information necessary for residents of Sonoma County to obtain the permits described above and eventual certificates of occupancy or other governmental approval necessary to close out a permit. The community meetings can be contractor/builder/design professional focused, but at least two (2), including the one required in the Sonoma Valley, must be homeowner focused.

Task 5: DESIGN STANDARD DEVELOPMENT. Consultant shall develop, in conjunction with Permit Sonoma, a package of design standards and standard notes, including

a checklist of items a customer will need to obtain a permit for repair or reconstruction of a fire damaged or destroyed dwelling or structure.

Task 6: BID PROPOSAL REVIEW. To assist fire survivors determine where scope and pricing are appropriate, Consultant shall offer to and will, upon request, review and provide general comment and feedback on bid proposals related to a fire survivors rebuilding efforts. Such bid review shall be at no charge to customers or County.

Exhibit B
Compensation

PLAN REVIEW

Hourly Rate Sheet for On-site Plan Review:

• Project Manager:	\$135.00/per hour
• Structural Engineer:	\$135.00/per hour
• Fire Plans Examiner:	\$120.00/per hour
• Plan Review Engineer:	\$115.00/per hour
• Plans Examiner:	\$100.00/per hour
• Supervising Permit Technician:	\$75.00/per hour
• Permit Technician II:	\$65.00/per hour
• Administrative Support:	\$55.00/per hour
• Building Inspector:	\$95.00/per hour
• Planner:	\$115.00/per hour
• Registered Environmental Health Specialist:	\$115.00/per hour
• Grading/Civil Plans Examiner:	\$120.00/per hour

Lump Sum for all Plan Review for Dwelling or Accessory Structures Performed Off-Site:

• 0-1,000 square feet:	\$2,316.00
• 1,001-1,500 square feet:	\$2,624.00
• 1,501-2,000 square feet:	\$2,888.00
• 2,001-2,500 square feet:	\$3,152.00
• Greater than 2,500 square feet:	\$3,416.00

Lump Sum for all Plan Review for Detached Garage or Storage Structures Performed Off-Site:

• 0-1,000 square feet:	\$1,019.00
• 1,001-1,500 square feet:	\$1,198.00
• 1,501-2,000 square feet:	\$1,352.00
• 2,001-2,500 square feet:	\$1,476.00
• Greater than 2,500 square feet:	\$1,600.00

Lump Sum for all Plan Review for Concrete or Wood Bridges Performed Off-Site:

<u>Square Foot Range</u>	<u>Concrete</u>	<u>Wood</u>
• 0-500 square feet:	\$ 521.00	\$ 469.00
• 501-1,00 square feet:	\$ 653.00	\$ 548.00
• 1,001-1,500 square feet:	\$ 785.00	\$ 627.00
• 1,501-2,000 square feet:	\$ 892.00	\$ 706.00
• Greater than 2,000 square feet:	\$ 987.00	\$ 785.00

Lump Sum for Miscellaneous Plan Review Performed Off-Site:

- Standard OWTS Plan Review: \$ 514.00
- Non-Standard OWTS Plan Review: \$ 583.00

INSPECTIONS

Fixed Fee for Inspections for Dwelling or Accessory Structures:

- 0-1,000 square feet: \$2,023.00
- 1,001-1,500 square feet: \$2,633.00
- 1,501-2,000 square feet: \$3,194.00
- 2,001-2,500 square feet: \$3,759.00
- Greater than 2,500 square feet: \$4,324.00

Fixed Fee for Inspections for Detached Garages or Storage Structures:

- 0-1,000 square feet: \$1,083.00
- 1,001-1,500 square feet: \$1,487.00
- 1,501-2,000 square feet: \$1,873.00
- 2,001-2,500 square feet: \$2,216.00
- Greater than 2,500 square feet: \$2,558.00

Payment Installments for Fixed Fee Inspection Services:

1. The Consultant shall be compensated the Fixed Fees set forth above in Payment Installments in accordance with the following milestones schedule:
 - a. 30% of the Fixed Fee upon approval of the foundation inspection (#103 or #105 Permit Sonoma inspection number);
 - b. 30% of the Fixed Fee upon approval of the under floor inspection (#120);
 - c. 30% of the Fixed Fee upon approval of the close-in inspection (#132);
 - d. 10% of the Fixed Fee upon approval of the final inspection (#199).
2. In the event a permit is expired due to time limitation, normally three years after permit issuance, County shall compensate Consultant per the last milestone inspection conducted by the Consultant prior to and including the date of permit expiration.
3. In the event a permit is finalized and inspection work has been performed to justify the final and one of the milestone inspections has not been conducted due to the type of construction or project, the Consultant shall be compensated the appropriate percentage of the Fixed Fee set forth above in Fixed Fee for Inspection to ensure Consultant has been compensated 100% of the Fixed Fee for Inspection.

Lump Sum for all Inspections of Concrete or Wood Bridges:

<u>Square Foot Range</u>	<u>Concrete</u>	<u>Wood</u>
• 0-500 square feet:	\$ 272.00	\$ 118.00
• 501-1,00 square feet:	\$ 482.00	\$ 314.00
• 1,001-1,500 square feet:	\$ 692.00	\$ 440.00
• 1,501-2,000 square feet:	\$ 863.00	\$ 566.00
• Greater than 2,000 square feet:	\$ 1014.00	\$ 692.00

Lump Sum for Miscellaneous Inspections:

• Standard OWTS Inspections:	\$ 352.00
• Non-Standard Inspections:	\$ 759.00
• Building Sewer Inspections:	\$ 539.00
• Lateral Sewer Inspections:	\$ 581.00
• Combined Sewer Inspections:	\$ 762.00
• Fire Inspections:	\$ 200.00
• Re-Inspection:	\$ 85.00

Exhibit C Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory

with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant’s services include the use or operation of a County owned vehicle, the Consultant’s insurance shall cover the following:

- e. Minimum Limit: \$2,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- f. Insurance shall cover all owned, non-owned, and hired (including borrowed) autos.
- g. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds with respect to Consultant’s use of vehicles owned by County.
- h. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet

- contracted standards, and unauthorized access; and
- ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **18-19-014 4Leaf**.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **PRMD 2550 Ventura Ave, Santa Rosa, CA, 95403**.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.