



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Douglas Moody, Building Official  
760-839-6369  
("CITY")

And: NV5, Inc.  
a California corporation  
15092 Avenue of Science, Suite 200  
San Diego, CA 92128  
Attn: Jeffrey M. Cooper, PE  
858-385-0500  
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to perform building permit plan check review services and building permit inspections;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, a total amount not to exceed the sum of **\$1,406,930**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
  - a. Each individual listed on Attachment "B" must file (i) a Statement of Economic Interests Form 700 ("Form 700") pursuant to the California Political Reform Act of 1974 within 30 days of commencing work pursuant to this Agreement and (ii) a "leaving office" Form 700 within 30 days of concluding work pursuant to this Agreement. If the term of this Agreement extends beyond one year, each individual listed on Attachment "B" must file a Form 700 on an annual basis for each subsequent term year on or before the first of April. The CITY may require each individual listed on Attachment "B" to assist the CITY in completing a Form 805 to identify consultants that make or participate in making governmental decisions and identify the consultants' disclosure requirements. The Clerk's Office will coordinate Form 700 and 805 completion on the CITY's behalf.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
  - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work,

by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

- (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
  - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
  - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
  - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
  - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
  - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
  - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the

Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
  - c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
  10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
  11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
  12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
  13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
  14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
  15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
  16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
  17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Dane White, Mayor

NV5, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

## ATTACHMENT "A"

### Scope of Work

#### A. General

NV5, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with on-call building permit plan review and field inspection services.

#### B. Location

Consultant to provide services at various locations within the City of Escondido and at Consultant's office located at 15092 Avenue of Science, San Diego, CA 92128. Consultant shall accommodate both hardcopy and electronic plan review services as preferred by the City. Any electronic data entry and application reviews shall be compatible with the City's tracking and databases.

#### C. Services

Consultant shall provide the services as described in Consultant's proposal, which is attached to this Scope of Work as Exhibit 1 and incorporated herein by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail.

Consultant shall also provide dedicated building inspection services for the Palomar Heights Project, a 510-unit mixed-use development at the former site of the downtown hospital comprised of 23 buildings.

#### D. Scheduling

All assigned inspections will be performed within 24 hours of notification from the City. Long-term inspection assignments will be filled within 48 hours. All assigned building permit plan review services will commence within 24 hours of notification from the City. Notice of assignment will be effected by the City to Consultant via email.

Consultant shall adhere to the following deadlines in providing building permit plan review services:

Assignment Type	Deadline for Submission to the City	
	First Check	Re-Check
Plan Check for minor alterations and additions	5 Working Days	7 Working Days
Plan Check for Solar or ESS systems	3 Working Days	2 Working Days
Fire code compliance review	10 Working Days	7 Working Days
Plan Check for single-tenant dwellings	10 Working Days	7 Working Days
Plan Check for multi-tenant buildings	10 Working Days	7 Working Days
Plan Check for commercial construction under 10,000 square feet	10 Working Days	7 Working Days
Plan Check for commercial construction over 10,000 square feet	10 Working Days	7 Working Days

#### E. Contract Price and Payment Terms

The total contact price of this Agreement shall not exceed the sum of **\$1,406,930**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The following limitations shall apply:

1. For all services unrelated to the Palomar Heights Project, annual compensation shall not exceed **\$292,500**; and



2. The cumulative cost for services related to the Palomar Heights Project, which shall be provided as-needed throughout the term of this Agreement, shall not exceed **\$529,430**.

Consultant shall retain firm pricing and rates as detailed in Exhibit 2 to this Scope of Work, which is attached hereto and incorporated by this reference.

Effective July 1 of each year of the agreement, the hourly rates may increase the lesser of the Consumer Price Index, All Urban Consumers, San Diego-Carlsbad for the 12-month period ending in March or four percent.

**F. Term**

The term of this Agreement shall be for **three years**, commencing on the Effective Date of the Agreement ("Initial Term"). Thereafter, the City shall have the option to extend the Initial Term of this Agreement by one-year.

**G. Other**

Consultant acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.

The City is experiencing greater than normal growth. As of the Effective Date of this Agreement, more than 40 major development projects are in various stages of review. Given the current growth trends, recent City-staff turn-over, the complexity and timelines of pending projects, and the need to ensure safety of residents and the community, the City has recognized the need for third party assistance in performing plan check services, on-call backup inspection services, and services of a dedicated building inspector for the Palomar Heights Project.

## ATTACHMENT "B"

### Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Jeffrey M. Cooper, PE, Principal-in-Charge/Senior Vice President, NV5, (858) 385-0500, [jeff.cooper@nv5.com](mailto:jeff.cooper@nv5.com)
2. Tamara O'Neal, PE, Project Manager, NV5, (858) 385-0500, [tamara.oneal@nv5.com](mailto:tamara.oneal@nv5.com)
3. Shannon Hunter, Building Insection Task Leader, (858) 385-0500, [Shannon.hunter@nv5.com](mailto:Shannon.hunter@nv5.com)
4. Kyle Soldan, Senior Building Inspector, NV5, (858) 385-0500, [kyle.soldan@nv5.com](mailto:kyle.soldan@nv5.com)
5. Bruce Boyer Senior Building Inspector, NV5, (858) 385-0500, [bruce.boyer@nv5.com](mailto:bruce.boyer@nv5.com)
6. Clark Shen, PE, SE, Plan Reviewer, NV5, (858) 385-0500, [clark.shen@nv5.com](mailto:clark.shen@nv5.com)
7. Arsanious Hanna, CBO, PE, QSD, Plan Reviewer, NV5, (858) 385-0500, [arsanious.hanna@nv5.com](mailto:arsanious.hanna@nv5.com)
8. Scott Woody, CBO, CASp, DBIA, CM-Lean, LEED AP, Plan Reviewer, NV5, (858) 385-0500, [scott.woody@nv5.com](mailto:scott.woody@nv5.com)
9. Alan Ho, SE, PE, LEED AP, Plan Reviewer, NV5, (858) 385-0500, [alan.ho@nv5.com](mailto:alan.ho@nv5.com)
10. Alan Vallow, EE, Plan Reviewer, NV5, (858) 385-0500, [alan.vallow@nv5.com](mailto:alan.vallow@nv5.com)
11. Rouhi El-Rabaa, PE, CASp, Plan Reviewer, NV5, (858) 385-0500, [Rouhi.El-Rabaa@nv5.com](mailto:Rouhi.El-Rabaa@nv5.com)
12. Eric Rodriguez, SE, PE, Plan Reviewer, NV5, (858) 385-0500, [eric.rodriguez@nv5.com](mailto:eric.rodriguez@nv5.com)
13. Annette Chavez, CBO, Plan Reviewer, NV5, (858) 385-0500, [Annette.chavez@nv5.com](mailto:Annette.chavez@nv5.com)
14. John Moffatt, EE, Plan Reviewer, NV5, (858) 385-0500, [john.moffatt@nv5.com](mailto:john.moffatt@nv5.com)
15. Padma Asan, PE, Plan Reviewer, NV5, (858) 385-0500, [padma.asam@nv5.com](mailto:padma.asam@nv5.com)
16. Carlos Yado, CBO, Plan Reviewer, HRGreen, (855) 900-4742, [cyado@hrgreen.com](mailto:cyado@hrgreen.com)
17. Sandra Schmidz, PE, Plan Reviewer, HRGreen, (855) 900-4742, [sschmidz@hrgreen.com](mailto:sschmidz@hrgreen.com)
18. Beth Jay, Plan Reviewer, HRGreen, (855) 900-4742, [bjay@hrgreen.com](mailto:bjay@hrgreen.com)
19. Ken Welch, CFM, CBO, MCP, Plan Reviewer, HRGreen, (855) 900-4742, [kwelch@hrgreen.com](mailto:kwelch@hrgreen.com)
20. Roger "Rick" Molina, CBO, MCP, Plan Reviewer, HRGreen, (855) 900-4742, [rmolina@hrgreen.com](mailto:rmolina@hrgreen.com)

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: \_\_\_\_\_

\_\_\_\_\_  
[Jeffrey M. Cooper, Senior Vice President, NV5]

# Exhibit 1

NV5 will provide on-call Building Permit Plan Check Review services and Building Permit Inspection services to the City of Escondido (City) as follows:

## 1. Building Plan Check Services

- a. Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Type of proposed plan check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Disabled Access, Leadership in Energy and Environmental Design ("LEED"), onsite wastewater treatment systems ("OWTS") and public nuisance abatement; Fire Code related plan check and inspections services;
- b. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements;
- c. Review and approve building/structural revisions to plans required during construction;
- d. Collect construction and demolition Waste Management Plan prior to building permit issuance and ensure construction and demolition recycling requirements are met prior to final inspection;
- e. Provide problem solving methods for unique or challenging plan check or code interpretation issues;
- f. Provide trained staff familiar with sustainable building and Green Building concepts such as those supported by LEED, California Association of Building Energy Consultants ("CABEC"), Residential Energy Services Network ("RESnet"), U.S. Green Building Council ("USGBC"), and National Pollution Discharge and Elimination System Permit ("NPDES") Review and provide plan check comments digitally using City utilized software as applicable as primary means of communicating corrections to applicants;
- g. Provide full digital ("PDF") copies of all "finalized" building permits files (permits and plans) for entry into the City's Electronic Data Management System by City staff. All approval stamps, applications, forms and other documents used in conjunction with these services shall be provided by the City. Costs for the provision of these processing tools and supplies shall be the responsibility of the City;
- h. Coordinate building permit requirements and interface with City Departments and other agencies;
- i. Provide expedited plan check for certain projects types when requested by the City; and
- j. Respond to Public Records Requests (formal response within five business days).

## 2. Building Inspection Services

- a. NV5 will provide an on-call ICC-certified Building Inspector who is fully trained/ certified/qualified for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, floodplain design standards, and NPDES requirements;
- b. When requested, provide information on City regulations to property owners, residents, businesses, the general public and other City departments;
- c. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances;
- d. Inspect for compliance with applicable conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council, and communicate with City staff as appropriate. The applicant shall print all project conditions on approved building plan sets so that they are readily available during inspection services;
- e. Coordinate with various City and County agencies and departments and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations;
- f. During inspections, issue work correction notices. In the event an inspection finds violations in code requirements and/or permit conditions of approval, the Inspector will immediately document accordingly in City's tracking system;
- g. Provide all vehicles, fuel, maintenance, cell phones and iPads (or substantially similar tablet), and other equipment necessary for field personnel to carry out building permit inspections and duties;
- h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents; and
- i. Input daily inspection information into the City's tracking system. The City will provide user logins.

## Exhibit 2

The following fees includes all re-checks, plan check conferences, review of plans initially found to be incomplete, transportation of materials, and shall remain in effect throughout the term of this Agreement:

1. Consultant's fee per plan review shall be **70%** of the plan review fees collected by the City. Plan review fees collected by the City shall be the established rate adopted by the City of Escondido City Council. The initial plan review fee includes two rechecks. Additional plan checks will be on a time and material basis on hourly rates.
2. Consultant's fee per structural-only plan review shall be **40%** of the fees collected by the City. Structural-only plan review fees collected by the City shall be the established rate adopted by the City of Escondido City Council.
3. Consultant's fee per fire plan review shall be time-and-materials, billed at a rate of \$150 per hour.
4. Consultant's fee per plan review for repeat buildings shall be **20%** of the fees collected by the City. Plan review fees for repeat buildings collected by the City shall be the established rate adopted by the City of Escondido City Council.
5. Expedited plan check shall be an additional **25%** of the regular fees listed in 1 through 4 above.

The minimum plan check fee will be **\$250**.

Included below is our hourly fee schedule. Effective July 1 of each year of the agreement, the hourly rates may increase the lesser of the Consumer Price Index, All Urban Consumers, San Diego-Carlsbad for the 12-month period ending in March or four percent.

NV5	HOURLY RATE**
Project Manager	\$200
Supervising Inspector (On-Call)	\$175
Senior ICC Certified Inspector (On-Call)	\$145
ICC Certified Inspector (On-Call)	\$135
Supervising Inspector (Staff Augmentation)	\$170
Senior ICC Certified Inspector (Staff Augmentation)	\$140
ICC Certified Inspector (Staff Augmentation)	\$130
Senior Plan Reviewer IV	\$225
Senior Plan Reviewer III	\$195
Senior Plan Reviewer II	\$175
Senior Plan Reviewer I	\$165
Plan Reviewer V	\$155
Plan Reviewer IV	\$150
Plan Reviewer III	\$140
Plan Reviewer II	\$135
Plan Reviewer I	\$130
Fire Plan Reviewer	\$150
HR GREEN	HOURLY RATE* **
Plan Review Manager/Task Lead	\$253
Plan Review Engineer III	\$193
Plan Review Engineer II	\$174
Plan Review Engineer I	\$165
Plan Reviewer	\$172
REIMBURSABLE EXPENSES	COST
Other Direct Costs (ODCs) and Subconsultant Services	Cost + 10%
Automobile Transportation	per IRS standard

\* Subconsultant rates listed include the 10% markup.

\*\* Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.