



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

AGREEMENT FOR FIRE PLAN REVIEW AND INSPECTION SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2018, by and between the City of Sparks Fire Prevention Bureau ("Client") 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 Client.
- 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 Client. 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 Client 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. Client shall pay Consultant no later than 30 days after approval of the monthly invoice by Client staff.
- 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 Client upon payment to Consultant for such work, and the Client 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 Client upon written request.



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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 Client. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Client'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 it 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:** Client 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 defend, indemnify and hold harmless the Client, 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. Client also agrees to defend, 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 Client.
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-:
 - 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 Nevada for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers'



Compensation policies must be received by the Client 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 one million dollars (\$1,000,000) per occurrence and a two million (\$2,000,000) annual aggregate limit. The policy shall protect Client, 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 one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
 - e. **Certificates of Insurance:** If requested, Consultant shall provide the Client with a copy of each liability insurance policy listing the Client as an additionally insured. The insurance coverages noted herein shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Client.
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 Client 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 Client 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 Client business license if required.
 13. **CONTROLLING LAW VENUE:** This Agreement and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Client.
 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



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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 Client: **City of Sparks Fire Prevention Bureau**
Attn: Bob King, Fire Marshal
1605 Victorian Ave.
Sparks, Nevada 89431

If to Consultant: **West Coast Code Consultants, Inc.**
Attn: Chris Kimball, Vice President
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 Client 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 Client or a designated representative. Copies of such documents shall be provided to the Client for inspection 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.

16. ENTIRE AGREEMENT: This Agreement constitutes the complete and exclusive statement of Agreement between the Client 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 Client and approved as to form by the Client Attorney.



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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 Client 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 Client. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Client. If Client consents to such subcontract, Consultant shall be fully responsible to Client for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Client and subcontractor nor shall it create any obligation on the part of the Client 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.

CLIENT:

CONSULTANT:

Client Manager

By:

Vice President / WC³

February 26, 2018

APPROVED AS TO FORM:

ATTEST:

Client Attorney

Client Clerk

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



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EXHIBIT "A"

SCOPE OF SERVICES

A. FIRE PLAN REVIEW SERVICES

1. **Plan Review:** Consultant shall provide fire plan review services as requested to ensure general compliance to the fire and life safety provisions of the building, fire, mechanical, and electrical codes as well as to their referenced standards, 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 fire prevention sections of the code or specific details and drawings. Comment lists are sent out to recipients designated by the Client via email, FAX, and/or overnight delivery. Depending on the Client's preferred process, Consultant will transmit plan review comments and coordinate re-checks directly with the permit applicant/design team, or through the Client. Once all comments have been addressed the completed construction documents will be returned to the Client 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 Consultant. We are committed to completing plan reviews as prompt or sooner than the Clients own schedule and work hard to accommodate any turn-around schedule desired by the Client. When not otherwise specified, we may contact the Fire Marshal or assigned staff to determine if there are particular scheduling needs on specific projects to eliminate possible misunderstandings regarding turn-around expectations.
4. **Electronic Plan Review:** Consultant 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.



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EXHIBIT "B" SCHEDULE OF FEES

A. PLAN REVIEW SERVICES

1. All fire plan reviews will be billed at the hourly rates noted in the Table of Hourly Billing Rates listed below. 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. The fees noted herein are good for the first two (2) years of the Agreement and for a maximum of \$40,000.
2. Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Client. Payment must be received within thirty (30) days of receipt of the invoice.

TABLE OF HOURLY BILLING RATES

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Fire Plan Review	\$100.00
Expedited Reviews	150% of Above Listed Rates
Miscellaneous charges.....	To include
Mileage (within Client's Jurisdiction).....	Current IRS Rate
Reimbursable Expenses	Time and Materials