

AGREEMENT FOR PROFESSIONAL BUILDING INSPECTION SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2023, by and between Greater Salt Lake Municipal Services District (MSD, District, or Jurisdiction) and West Coast Code Consultants, Inc. (WC³ or 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:

1. **SCOPE OF SERVICES:** Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A", Scope of Services, attached hereto and incorporated by this reference, subject to the direction of the Jurisdiction.
2. **TIME OF PERFORMANCE:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control. The contract may be for a period of up to three (3) years, subject to the MSD's unilateral right to extend the term by up to two (2) additional one (1) year terms and may be canceled at any time with or without cause by either party upon thirty (30) days written notice.
3. **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.
4. **METHOD OF PAYMENT:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after receipt of invoice.
5. **OWNERSHIP OF DOCUMENTS:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Jurisdiction upon written request.
6. **INDEPENDENT CONTRACTOR:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **INTEREST OF CONSULTANT:** Consultant (including principals, associates, and professional employees) covenants and represents that 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:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. **INDEMNITY:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to 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 Jurisdiction.
 10. **INSURANCE:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A-:
 - a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
 - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and a four million (\$4,000,000) annual aggregate limit. The policy shall protect Jurisdiction, Consultant, and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.
 - c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
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- d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) on a claims-made annual aggregate basis.
 - e. **Certificates of Insurance and Endorsements:** When requested, Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein.
11. **COMPLIANCE WITH LAWS:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
12. **LICENSES:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Jurisdiction business license if required.
13. **CONTROLLING LAW VENUE:** This Agreement and all matters relating to it shall be governed by the laws of the State of Utah and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.
14. **WRITTEN NOTIFICATION:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction: Trent Sorensen
Municipal Services District
2001 South State Street #N3-600,
Salt Lake City, Utah 84114

If to Consultant: **West Coast Code Consultants, Inc.**
908 W. Gordon Avenue, Suite 3
Layton, Utah 840

15. **CONSULTANT'S BOOKS AND RECORDS:**

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of six (6) 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 six (6) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection at Jurisdiction Office 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 Jurisdiction and Consultant regarding the services that are subject to this Agreement. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. **AMENDMENTS:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
18. **WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **LITIGATION EXPENSES AND ATTORNEY'S FEES:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **EXECUTION:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **ASSIGNMENT and SUBCONTRACTING:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and subcontractor nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **TERMINATION:** This Agreement may be terminated immediately for cause or by either party without cause upon thirty (30) days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination for services performed in a manner consistent with this Agreement.
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23. **STATE OF ISRAEL BOYCOTT:** Consultant certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this contract. Furthermore, Consultant agrees to notify the District in writing if Consultant begins engaging in a prohibited economic boycott during the term of this contract. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Notwithstanding anything to the contrary stated in this contract, pursuant to Utah Code Ann. § 63G-27-201(3), this provision does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit the District from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to (A) acquire or dispose of a good or service; or (B) meet the District’s legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the boycott is to comply with federal law.”
24. **E-VERIFY:** Consultant covenants, represents and warrants to District (or Jurisdiction) that Consultant is and at all times during the performance of Services will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Consultant is registered and participates in a Status Verification system as required by law, and will require the same of any subcontractor who may assist Consultant in performing Services under this Agreement
25. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Consultant recognizes that, as a governmental entity, District (or Jurisdiction) is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and cannot guarantee that information or any document or record provided to the District will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record to be classified as a “protected record”, Consultant must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Consultant to District (or Jurisdiction) and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Consultant.
26. **NO WORK GUARANTY:** Consultant understands, acknowledges and agrees that District (or Jurisdiction) may use its own staff to provide Services identified in this Agreement and that District (or Jurisdiction) may enter into other third party contracts for the provision of Services identified in this Agreement. As a consequence, there is no guarantee or assurance that Consultant will be called upon to perform services, or the number of times or frequency that Consultant may be asked to perform Services, and work assignments may be distributed among Consultant and other consultants, if there is more than one third party consultant contract, based on expertise, availability, geography, cost, or any other factor as determined by District (or Jurisdiction).
27. **GOVERNMENTAL IMMUNITY ACT:** Consultant understands and acknowledges that District (or Jurisdiction) is a political subdivision of the state of Utah and, as such, District (or Jurisdiction) and its employees is/are entitled to any and all immunity from suit, limitations on judgments, protections and defenses afforded by the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Nothing stated in this Agreement or elsewhere is intended, nor shall it be interpreted or construed, to release, alter, waive, or minimize any immunity, limitation,
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Layton Regional Office
908 W. Gordon Ave., Suite #3
Layton, UT 84041
O: (801) 547-8133
www.WC-3.com

protection or benefit afforded to District (or Jurisdiction) and/or its employees by the Governmental Immunity Act of Utah.

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

JURISDICTION:

Jurisdiction Manager

CONSULTANT:

By:  01/12/2024
Regional Manager / West Coast Code Consultants, Inc.

APPROVED AS TO FORM:

Jurisdiction Attorney

ATTEST:

Jurisdiction Clerk

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

EXHIBIT "A"

SCOPE OF SERVICES

A. BUILDING INSPECTION SERVICES

1. Consultant will provide state-licensed, and ICC certified inspector(s) as requested by the Jurisdiction. All inspectors shall be combination certified for both residential and commercial construction.
2. Services will primarily include performing building inspections to ensure compliance with State adopted International Codes and municipal or county ordinances, as applicable. Inspections may include new inspections or follow up inspections for new construction, additions, remodels, accessory structures, solar projects, and other permitted projects.
3. Requests from the Jurisdiction for inspections must be made a minimum of a business day in advance, inspections for Monday must be requested on the business day prior (typically Friday). Inspections can be scheduled for standard business days only (Monday through Friday 7:30 – 4:30). Inspection requests are filled on a first come first serve basis and are subject to inspector availability. Inspection requests made with more advanced notice will be given higher priority.
4. In general, the inspection services provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned. The intent of the inspections is to ensure compliance with the approved construction documents and conformance to the adopted building codes.

As applicable, tasks and requirements may include the following:

- a) Inspection of industrial, commercial, residential, and detached buildings and structures during construction and/or remodeling to ensure compliance with State-adopted International Codes and municipal or county ordinances, as applicable.
- b) Inspection of existing buildings for change of use and/or occupancy to ensure compliance with the adopted State Codes and municipal or county ordinances, as applicable.
- c) Provide technical support and guidance to contractors, architects, engineers and building owners or their representatives to answer questions and provide information about the application, inspection, and correction process.
- d) Document inspection results in designated permitting and inspection software to verify inspection progress and completion (will be required to maintain records of inspections and inspection results and keep a daily work record).
- e) Perform business license inspections, including interpretations of existing non-complying conditions and situations; making decisions as to required actions and corrections and issue notices of violations.
- f) Inspect and investigate complaints of existing structures/construction to determine if hazardous or illegal conditions exist. The function of inspecting will be a core service to be provided by the Consultant.

- g) Inspect buildings after fires and natural or other disasters/accidents/incidents to determine if a dangerous condition exists and what should be done to remedy/mitigate it.
 - h) Random and periodic audits of the reviews will be conducted to validate that review work is done appropriately.
 - i) Inspection results are to be completed and documented in the MSD permitting system.
 - j) MSD will send a notification that inspection services are needed prior to 3:00 p.m. the business day before Consultant services are needed.
 - k) Inspection assignments will be made electronically via MSD permitting and inspection software.
 - l) Consultant will complete all assigned inspections before the end of each business day.
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EXHIBIT "B"

SCHEDULE OF FEES

A. GENERAL FEE INFORMATION

1. **Fixed Fee Duration:** All inspection half and full day rates listed herein are for the first two (2) years of the Agreement and must be reviewed annually thereafter. Changes in fees must be mutually agreed upon. Changes to Exhibit "B" shall be done as an addendum to the original agreement but all other portions of the original agreement shall remain in place as thereby agreed upon.
2. **Inflation:** Rates are subject to an increase based on the Consumer Price Index (CPI). Changes to the hourly rates, as noted above, shall only take effect as mutually agreed upon but no more than once annually nor to exceed 3% per annual increase. Changes to Exhibit "B" shall be done as an addendum to the original agreement all other portions of the original agreement shall remain in place as thereby agreed upon.
3. **Invoicing:** Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of receipt of the invoice.

B. BUILDING INSPECTION SERVICES

1. **Basic Fees:** Building inspection services will be billed as either a half day rate or a full day rate. The half date rate will be \$420.00 (four hundred twenty). A half date rate will be billed for anything up to 4 hours of inspection time. The full day rate will be \$780.00 (seven hundred eighty). A full day rate will be billed for anything over 4 hours but not to exceed 8 hours of inspection time. These rates include travel to and from the District and travel within the District while completing inspections. Rates listed in the Table below are only applicable for unique and specific circumstances like Building Official services, overtime, and miscellaneous charges.
2. **Off-hour and Overtime Inspections:** Inspections requested by the Jurisdiction to be scheduled outside of standard hours specified in Exhibit "A", including but not limited to early, after-hour, weekend, or holiday inspections will be billed at 150% of the rates standard fees herein noted. All inspection time over 8 hours in one day will be billed at an additional overtime hourly rates specified in the Table of Hourly Billing Rates; this is in addition to the standard full day fixed fee rate. All off-hour or overtime inspections are subject to availability of staff to provide these inspections.
3. **Inspection Cancellation Policy:** If inspection services are scheduled but not needed, it is the responsibility of the jurisdiction to cancel inspection services at least 24 hours prior to that start of the scheduled inspection time. Inspection services canceled less than 24 hours prior to the scheduled start time may be subject to a cancellation fee. The cancellation fee is the same as the charge for a half day inspection service, regardless of whether it is a scheduled half or full day.
4. **Miscellaneous Expenses:** Reimbursable expenses, when deemed necessary, will be mutually agreed upon and may include special equipment rentals, any public transportation costs, bridge tolls, parking and special

shipping or printing requirements. Special meetings, building official services, or other mutually agreed upon miscellaneous services will be billed at an hourly rate as noted in the Table of Hourly Rates.

TABLE OF HOURLY BILLING RATES*	
<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Building Official ¹	\$120.00
Building Inspector.....	\$85.00
Clerical/Permit Technican.....	\$85.00
Miscellaneous Expenses.....	To Include:
Mileage.....	Current IRS Rate
Reimbursable Expenses ²	Time and Materials
<u>Footnotes:</u> 1. Building Official services apply to any requested services which are not covered in Exhibit "A" for scope of work for inspection services. These are tasks typically performed by the building official. This may include, but not be limited to, items such as attending preconstruction meetings, attending Council or Planning meetings, etc. 2. Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.	