

## AGREEMENT FOR PROFESSIONAL PLAN REVIEW SERVICES

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Greater Salt Lake Municipal Services District ("Jurisdiction") and West Coast Code Consultants, Inc. (WC<sup>3</sup>) ("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.

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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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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  
*Utah 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. PLAN REVIEW SERVICES

1. **Plan Review:** Consultant shall provide complete plan review services to ensure that construction documents are in general compliance with the prescriptions of the adopted building code(s), including any applicable state and local amendments. Services will primarily include an initial review and subsequent re-reviews of submitted construction plans, details, and specifications for building permit applications. Occasionally Consultant will attend development review meetings at the MSD offices or via a virtual meeting as needed. Consultant will receive one set of plans, specifications, calculations, and any other submitted documentation electronically (PDF).
2. **Comment Lists and Plans Delivery:** When plan reviews result in items that need to be addressed, a written comment letter will be provided which refers to specific building code sections or specific details and drawings. Comment lists are sent out to recipients designated by the Jurisdiction via email, FAX, and/or overnight delivery. Depending on the Jurisdiction's preferred process, Consultant will transmit plan review comments and coordinate re-checks directly with the permit applicant/design team, or through the Jurisdiction. Once all comments have been addressed the completed construction documents will be returned to the Jurisdiction for final approval.
3. **Turn-Around Schedules:** For most project types initial plan reviews are completed within approximately ten (10) working days from the date the plans are received by Consultant. Large, or unusually complex plan reviews may take up to fifteen (15) working days to complete. We are committed to completing plan reviews as prompt or sooner than the Jurisdictions own schedule and work hard to accommodate any turn-around schedule desired by the Jurisdiction. When not otherwise specified, we may contact the Building Official or assigned staff to determine if there are scheduling needs on specific projects to eliminate possible misunderstandings regarding turn-around expectations.
4. **Electronic Plan Review:** 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.

**As applicable, tasks and requirements may include the following:**

- a) Review of one or more aspects of the submitted plans and design (as assigned) such as structural, architectural, accessibility, mechanical, HVAC design, plumbing, electrical, fuel gas, energy code, wildland urban interface compliance, and other areas as applicable. Reviews shall be conducted via the MSD's planning and development software as necessary.
- b) Verify and provide to the MSD the square footages for areas of new construction, addition, and/or remodeling for the following:
  - Residential: Affected remodel area, new finished basement areas, new unfinished basement areas (including cold storage and similar types, furnace/mechanical rooms, etc.), new



habitable areas, deck(s), covered patio(s), carport(s), garage(s), accessory structures (gazebo, pool house, retaining walls, etc.)

- Commercial: Commercial: Affected remodel areas, areas of different occupancy classification and type of construction, deck(s), covered patio(s), carport(s), garage(s), accessory structures (gazebo, pool house, retaining walls, etc.)
- c) All details should match the referenced section in the plans.
  - d) Deferred submittals are not allowed (unless prior MSD authorization has been given).
  - e) Phased submittals (footings and foundations with engineering calculations) are subject to approval by the building official.
  - f) Evaluation Service (E.S.) Reports if applicable must be attached for field reviewers.
  - g) Reviewer to provide both correction list & corrections response sheets for all reviews.
  - h) Reviewer to provide back to the MSD an electronic set of the final accepted plans, calculations, specifications, and other related documentation for the building permit issuance.
  - i) Reviewer will be required to handle plan review workloads in the Planning and Development Services Department in an efficient and expeditious manner. Initial reviews will need to be completed within 10 business days and each subsequent review or change will need to be completed within 5 business days. Exceptions will be clearly communicated to the Chief Building Official or Director of Planning and Development.
  - j) These services may also be performed as part of the MSD's response to a natural disaster or emergency event.
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## EXHIBIT "B"

### SCHEDULE OF FEES

#### A. GENERAL FEE INFORMATION

1. **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.
2. **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. PLAN REVIEW SERVICES

1. **Basic Fees:** Plan review services will be billed as time and materials using the Table of Hourly Billing Rates. These fees may include plan review (including initial and any and all follow-up reviews), meetings with the jurisdiction or with the applicant, Phone calls, compiling, stamping and uploading submittal documents, comment letters, or other related services. Fees for phone calls and meetings will be billed on the day they occur, where less than 15 minutes per day, no charges will be billed. All other services will be combined based on classifications in the table of hourly rates and billed at the separate project submittals (e.g. 1<sup>st</sup> plan check, 2<sup>nd</sup> plan check, etc.). Fees will be billed in full hour increments with a minimum of a 1-hour fee.

TABLE OF HOURLY BILLING RATES*	
<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Plan Review Engineer.....	\$125.00
Fire Plans Examiner.....	\$115.00
Building Plans Examiner.....	\$100.00
Clerical/Permit Technician.....	\$85.00
Reimbursable Expenses <sup>1</sup> .....	Time and Materials
<u>Footnotes:</u> 1. Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.	

2. **Other Fees:** In addition to the Basic Fees described above, time and materials methods using the Table of Hourly Billing Rates will be used for determining fees for the following types of services:



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- a. Fire and life safety plan reviews are not performed as part of the “basic fee” collected as part of our complete plan review services. These reviews will be performed by ICC certified fire plans examiners at the hourly rates noted in Table of Hourly Billing Rates.
  - b. If the Jurisdiction does not require a complete plan review but would like assistance with specialty reviews (e.g. structural, mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in Table of Hourly Billing Rates.
  - c. Expedited reviews, which are performed in half the time noted in Exhibit “A”, will be billed at 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.
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