

Staff Report

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: May 9, 2023
RE: Second Contract Amendment with Bureau Veritas for Building Inspection and Plan Check Services

Recommendation

Staff recommends the Town Council approve the attached resolution and authorize the Town Manager to enter into a second contract amendment with Bureau Veritas for building inspection and plan check services.

Issue Statement and Discussion

The Town of Loomis entered into a professional services agreement with Bureau Veritas in January 2013 (Attachment C), for building and safety consulting services including plan check, inspection, chief building inspector and as-needed civil engineering services. That contract specified the proposed rates were valid for one year from the date of execution; however, the rates have never been adjusted since the original contract was approved. Six years without a rate increase is generally unheard of, especially for building inspection-related industries. As a result, Bureau Veritas requested and Council approved a contract amendment in September 2019 that increased the firm's billing rates to a more current level.

Bureau Veritas has since kept its rates at the same level as approved in 2019, because of the impacts of COVID-19 had on the economy. The firm is now requesting a second contract amendment to bring its billing rates to a level reflecting current conditions since they have not been increased for more than three years. The proposed rate sheet is attached as Attachment B.

Increasing the fees now provides the Town with continuity of service from Bureau Veritas and allows the Town to keep our new building inspector, who has integrated very well with staff and the community.

All other terms of the contract will remain in full force and effect.

CEQA Requirements

There are no CEQA implications associated with the recommended action.

Financial and/or Policy Implications

The increased fees are shown in Attachment B.

Attachments

- A. Resolution
- B. Proposed Hourly Rate Sheet
- C. Original Bureau Veritas Contract

TOWN OF LOOMIS

RESOLUTION NO. 23 - XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
APPROVING A SECOND AMENDMENT TO THE JANUARY 21, 2013 CONTRACT FOR
SERVICES BETWEEN THE TOWN OF LOOMIS AND BUREAU VERITAS**

WHEREAS, the Town and Bureau Veritas entered into the January 21, 2013 Contract for Services ("Contract"), to retain Bureau Veritas to provide Building and Safety consulting services for the Town of Loomis; and

WHEREAS, a first contract amendment was approved by the Town Council in September 2019 which provided an increase to billing rates, which had not been increased since the contract approval; and

WHEREAS, Bureau Veritas has requested a second contract amendment to increase to the hourly rate schedule for services provided; and

WHEREAS, the Town and Bureau Veritas now desire to approve a Second Contract Amendment to the Contract to increase the hourly rates under the Contract, as described in the revised hourly rate sheet provided to the Town in April 2023 and as shown in Exhibit A.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Contract as follows:

I. Amendment. Section 3.A of the Contract is hereby amended by replacing the previously approved hourly rate sheet with the hourly rate sheet provided to the Town in April 2023 (Exhibit A).

II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

PASSED AND ADOPTED by the Town Council of the Town of Loomis this 9th day of May, 2023 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Mayor

ATTEST:

Town Clerk

2023 FEE SCHEDULE

BUREAU VERITAS NORTH AMERICA, INC. 2023 FEE SCHEDULE - TOWN OF LOOMIS, CA

BV's pricing reflects the firm's commitment to the continued success of the Town of Loomis' projects by helping maintain significant quality and cost saving benefits moving forward. BV is dedicated to working with the Town to seamlessly adjust required staffing to appropriately accommodate construction activities. This will not only allow BV to provide services of the highest quality during times of increased workload but also help the Town save money during times of decreased service demand.

These include:

- Reduced plan review turnaround times and quick inspection response time
- Commitment to maintaining the proposed rate structure for the life of the initial contract period
- Highly qualified staff
- Confidence of working with a well-established consultant in business for over 195 years
- Next day inspections / same day inspections for urgent matters

Below is the fee schedule for the provision of Services to the Town of Loomis:

HOURLY RATES FOR PROJECT PERSONNEL	
Staff Level Classifications	Hourly Billing Rates
Key On-site Personnel	
On-site Plan Reviewer / Inspector	\$125
Additional Personnel	
Senior Plan Review Engineer	\$145
CASp Inspector	\$145
Fire Inspector	\$140
Plan Review Engineer / CASp Reviewer / Senior ICC Certified Plan Reviewer	\$135
Fire Plan Reviewer	\$135
ICC Certified Plan Reviewer	\$125
Senior Building Inspector	\$115
Building Inspector	\$100
Permit Technician	\$80
Administrative / Clerical Support	\$70

- * Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- * Overtime (OT) will be charged at 1.25 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- * Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- * Hourly rates subject to annual adjustment in accordance with CPI from Engineering News Record (ENR) with the City's prior approval.
- * Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- * On-site hourly services to be invoiced a minimum of 6 hours per day on-site services are provided.
- * Services to be invoiced monthly; plan review fee to be invoiced after initial review.
- * Fees are valid for one (1) year of the effective date of the contract.

CONTRACT FOR SERVICES

THIS CONTRACT is made on January 21, 2013, by and between the TOWN OF LOOMIS ("Town"), and Bureau Veritas North America, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the Town desires to contract with Bureau Veritas to provide Building and Safety consulting services including plan check, inspection, chief building inspector, and as-needed civil engineering services;

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated November 28, 2012, (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work; attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are

employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "A."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses and at the rates identified in the proposal dated November 28, 2012 and attached hereto.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **30** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld.

However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or

damage which was caused by the sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or, in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Town. As an alternative to the Town's forms, the Consultant's insurer may, subject to the approval of the Town, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the Town, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section, the Consultant's insurer must provide a complete, certified copy of the policy.

D. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the Town.

G. Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, you

must give the Town notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The Town has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect Town's protection, are allowed without Town's prior written consent.

H. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

I. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract.

J. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

2. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from work performed by the Consultant.

K. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Provision or endorsement naming the Town and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned,

leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers to the extent the Town is an additional insured. Any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgement.

3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the Town, its officers, officials, employees, or volunteers.

4. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section 15, Indemnity and Litigation Costs.

L. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this

Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Town of Loomis
3665 Taylor Road
Loomis, CA 95650


Consultant: Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento, CA 95834

F. This Contract shall be interpreted and governed by the laws of the State of California.


G. Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

By: 
Title: Town Manager

ATTEST:

By: 
Town Clerk

APPROVED AS TO FORM:

By: 
Town Attorney

CONSULTANT

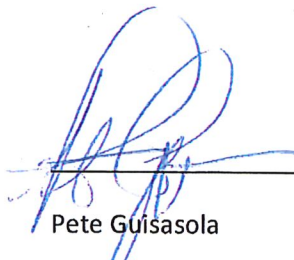
By:  1/18/13
Pete Guisasola
Title: Director,
Municipal Code Compliance West

EXHIBIT A

SCOPE OF SERVICES

1. **PUBLIC COUNTER:** Accept permit applications and issue permits for new construction, remodels, repairs, alterations, repair or replacement of building, plumbing, mechanical, electrical and other construction related improvements to residential and non-residential buildings and facilities. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
2. **PLAN REVIEW:** Review construction plans for compliance with applicable federal, state and local construction codes adopted by the Town of Loomis. Meet with the applicant or architect/engineer, Town employees, contractors, or consultants at any time to assure challenges are handled efficiently. Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
3. **BUILDING INSPECTION:** Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by appropriate authority. Perform building, plumbing, electrical, mechanical, energy, and accessibility inspections as requested for all construction related activities relative to permits issued for improvements to residential and non-residential buildings and facilities. Perform and document inspections to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, city, state, and federal requirements.
4. **CHIEF BUILDING INSPECTOR:** Our key staff will analyze applicable ordinances and resolutions of the Town of Loomis and make recommendations for approval of appropriate code adoptions, amended as necessary in accordance with the H&S code, to implement an effective and compliant code enforcement program. Bureau Veritas staff will keep current on applicable code requirements adopted at the state or federal levels and inform as necessary to keep the Town of Loomis in compliance with the latest requirements.

EXHIBIT B

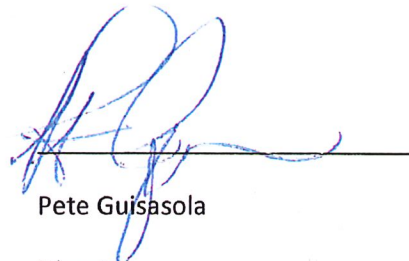
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By:

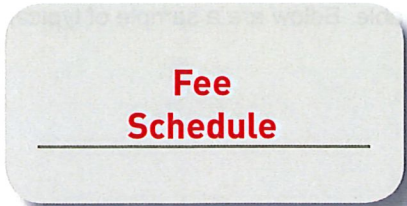


Pete Guisasola

Director,

Municipal Code Compliance West

Fee Schedule



Our pricing reflects our commitment to the success of the Town of Loomis by helping you maintain significant quality and cost saving benefits moving forward. Fees are valid for one (1) year of the effective date of the contract.

These include:

- Reduced plan review turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in business for 180+ years
- Option for a percentage of fee, based on the Town of Loomis's collected fees. Percentages are negotiable on a per project basis

Hourly rates for key project personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate*</u>
Chief Building Inspector	\$65

Hourly rates for additional as-needed personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate*</u>
Plan Check Engineer	\$100
Fire Inspector/Plans Examiner	\$95
ICC Certified Plans Examiner	\$85
Building Inspector	\$60
CASp	\$90
Permit Technician	\$45

- *Expedite Plan Review will be an additional 25% of fees shown above
- *Overtime will be an additional 25% of the fees shown above. No overtime will be charged without approval
- *Plan check turnaround times for large or complex projects may be negotiated

Option for Percentage of Plan Check Fee:

<u>Classification</u>	<u>Percentage Collected*</u>
Full Plan Review	65%

*Percentages are assuming the Town of Loomis collects 65% of the building permit fee based on the 2001 CBC Table 1-A and the February 2012 ICC Building Valuation Table

Reimbursable expenses are outlined below:

<u>Reimbursable Expenses</u>	<u>Rate*</u>
Jobsite Mileage using personal vehicle	\$.55 or current IRS

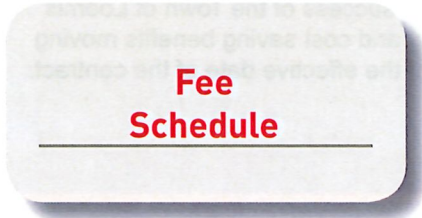
*No mileage will be charged for inspectors using Town of Loomis vehicles



**BUREAU
 VERITAS**

Move Forward with Confidence

Fee Schedule



Rates for Blackburn Consulting are negotiable. Below are a sample of typical rates.

Auburn Main Office:

11521 Blocker Drive, Suite 110
 Auburn, CA 95603
 (530) 887-1494 Fax (530) 887-1495

West Sacramento Office:

2491 Boatman Avenue
 West Sacramento, CA 95691
 (916) 375-8706 Fax (916) 375-8709



www.blackburnconsulting.com

Modesto Office:

1720 G Street
 Modesto, CA 95354
 (209) 522-6273 Fax (209) 522-6274

Fresno Office:

377 W. Fallbrook Ave, Ste. 108
 Fresno, CA 93711
 (559) 438-8411

2012 SCHEDULE OF FEES & SERVICES

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

PROFESSIONAL HOURLY RATES:

Project Engineer/Geologist I	\$125	Expert Testimony & Deposition	\$400
Project Engineer/Geologist II	\$135	Project Assistant	\$90
Senior Engineer/Geologist	\$150	CAD/GIS	\$115
Project Manager	\$170	Technician Manager	\$125
Senior Project Manager	\$190	Clerical	\$70
Principal	\$215	Administrative	\$90
Senior Principal	\$240	Senior Administrative	\$125

SPECIAL INSPECTION PERSONNEL HOURLY RATES:

	Non-Prevailing Wage	Prevailing Wage
Group 1 <i>ASNT Level II-III, DSA Shotcrete, Lead Inspector, NICET Level IV</i>	\$110	\$129
Group 2 <i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Shear Wall/Floor System Inspector, Building/Construction Inspector</i>	\$110	\$124
Group 3 <i>Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II</i>	\$95	\$110
Group 4 <i>ACI, ICC Fireproofing, NICET Level I, Proofload Testing, Torque Testing</i>	\$95	\$110



**BUREAU
 VERITAS**

Move Forward with Confidence