



**THIRD PARTY CONSULTANT
PLAN REVIEW AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the COUNTY OF PLACER, hereinafter referred to as "County" and _____, hereinafter referred to as "Consultant."

WHEREAS, County has a program whereby plan check reviews of building projects can be expedited if a property owner contracts with a County-approved outside plan check consultant, and

WHEREAS, Consultant represents that it is duly qualified to provide plan check services, and desires to be approved by the County, to be approved as an outside plan check consultant in the program, and

WHEREAS, County and Consultant agree upon the terms under which County will accept work done by Consultant as being in conformance with County requirements under the program,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

I. CONSULTANT STATUS

Consultant shall at all times have a California registered civil or structural engineer or a California licensed architect on staff in a supervisory capacity and/or as a principal.

Consultant shall provide to County for approval and regularly update the names and qualifications of the personnel who will be employed by them to accomplish plan review. International Code Council (ICC) certification as a plans examiner and 3 years experience preparing and/or reviewing plans would constitute acceptable experience. Other combinations of training and experience shall be considered by County on a case-by-case basis, provided that in all cases minimum requirements of the state law are met.

Consultant shall be considered an independent contractor contracting with the property owner in performing the plan check services as allowed under this Agreement. Consultant agrees that the County is not hiring Consultant nor is County liable in any way for payment to consultant for services rendered. Consultant acknowledges that County is only approving Consultant for use by third parties should any such third party

wish to retain Consultant for plan review pursuant to the County expedited plan review program. Consultant further agrees that it shall look solely and exclusively to said third party for payment for any services rendered. All persons performing services for Consultant shall be employees of Consultant and not employees nor contractors of County. Consultant shall be solely responsible for the salaries and other benefits, including Worker's Compensation, of all such personnel.

II. PLAN REVIEW APPROVAL DOCUMENTATION

Plans to be reviewed by Consultant shall include all phases (i.e., "structural only" or "non-structural only" etc are not acceptable) of a project. The finished product shall contain the following:

A. A professional plan review checklist that tracks and documents the review process and becomes part of the Building Department's permanent permit file upon submittal of the plans to the Building Department. This checklist and review must be consistent with Building Department Polices and Procedures.

B. A list of all codes applicable to the project. This will include the proper editions of the California Building Code, the California Electric Code, The California Plumbing Code, The California Mechanical Code, The California Energy Code, The California Disabled Access Codes, and Placer County's local building codes. The proper seismic zone and snow loads will be clearly indicated on the plans.

C. A statement signed by Consultant stating the above review has been done and that the plans are in compliance with all applicable codes as noted. The statement must be dated subsequent to the date the building permit application has been accepted by County.

Plans that do not comply with the above requirements, or such other requirements as the County may determine from time-to-time shall not be considered complete to receive an expedited review.

III. RISK MANAGEMENT REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in

favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

Should the Consultant be a **sole proprietor** the following shall apply:
Consultant represents they have no employees and, therefore, not required to have Workers Compensation coverage.

Consultant agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing

insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→One million dollars (\$1,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→One million dollars (\$1,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→One million dollars (\$1,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date signed by County below:

CONSULTANT:

By: _____
Its: _____

Dated: _____

COUNTY OF PLACER

By: Tim Wegner
Its: Chief Building Official

Dated: _____