

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
BUREAU VERITAS NORTH AMERICA, INC.**

This Agreement ("Agreement"), made this 20th day of June, 2023, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and BUREAU VERITAS NORTH AMERICA, INC., a California Corporation ("CONSULTANT") with reference to the following facts, which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of Engineering Plancheck services.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above design or engineering services.

E. CITY now desires to retain CONSULTANT to accomplish the above design or engineering services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 CONSULTANT acknowledges that no level of work is guaranteed. Assignments will be determined on an as-needed basis for which purchase orders will be issued based on services required and CONSULTANT's fee schedule (refer to Exhibit "B"), which is attached to and made a part of this Agreement.

1.3 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.4 Monthly Written Reports. The Project Manager of CONSULTANT shall prepare and submit to the Assistant City Manager a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his/her designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his/her designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Jeffrey J. Hitch, Principal Civil Engineer
Address:	City of Murrieta One Town Square Murrieta, CA 92562
Phone:	(951) 461-6065
Facsimile:	(951) 461-6049
For CONSULTANT:	Moe Heivand Regional Manager / Project Manager
CONSULTANT:	Bureau Veritas North America, Inc.
Address:	9988 Hibert Street, Suite 100 San Diego, CA 92131
Phone:	(858) 863-2013
Facsimile:	N/A

3. TERM

3.1 The services called for under this Agreement shall be provided by CONSULTANT during the period commencing upon execution of this Agreement and shall continue through June 30, 2026. This Agreement may renew for up to three (3) additional one (1) year terms based on satisfactory performance of the services called for in the Agreement, at the discretion of the City Manager at least thirty (30) days written notice prior to the expiration of the initial term or any subsequent annual renewal.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT for hours worked at the hourly rates specified in the CONSULTANT'S rate and fee schedule in Exhibit "B". The specified hourly rates include direct salary costs, employee benefits, overhead, and fee. The CITY also agrees to pay CONSULTANT for incurred direct costs other than salary costs, and other costs that are identified in Exhibit "A". The total amount payable by the CITY shall not exceed the amount designated on individual purchase orders issued pursuant to this Agreement. Each purchase order will require a scope of services, expected results, project deliverables, period of performance, and project schedule. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order. The rates on Exhibit "B" may be adjusted at the beginning of each fiscal year up to the amount of change in the Consumer Price Index, not to exceed five percent (5%).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. CONSULTANT shall submit monthly invoices to the CITY for CONSULTANT's services rendered, in accordance with the schedule of tasks and charges attached as Exhibit "B", not to exceed the amount of the City issued purchase order. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents, or representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing

services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected

officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Automobile Liability. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the

parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work, which are in various stages of completion, and, which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of CITY, CONSULTANT shall, to the fullest extent permitted by law, hold harmless,

protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of CONSULTANT in the performance of the professional services under this Agreement and those of CONSULTANT's sub-consultants or anyone for whom CONSULTANT is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

13.2 Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance of CONSULTANT, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.3 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service

for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related

entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MURRIETA



Lisa DeForest, Mayor



ATTEST:



Cristal McDonald, City Clerk

APPROVED AS TO FORM:



Tiffany Israel, City Attorney

BUREAU VERITAS NORTH
AMERICA, INC.

Craig Baptista, Vice President

Name/title of signatory [please print]



Signature

Name/title of signatory [if necessary]

Signature

NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer). See California Corporations Code section 313.

EXHIBIT A

Scope of Services

SCOPE OF WORK FOR ENGINEERING PLAN CHECK SERVICES

1. **CONSULTANT'S OBLIGATIONS**

- a. General
 - i. These procedures may be modified as deemed necessary when mutually agreed upon.
 - ii. Pick up submittal packages and deliver completed plan check packages to and from the City office on a schedule acceptable to the City Engineer. Send corrections to and receive resubmittals from the applicant directly. (Initial submittals and fee payments by the applicant are made at the City office.)
- b. In checking of **IMPROVEMENT PLANS**, Consultant shall perform the following work for each project.
 - i. Examine plans, tour the site in the field and become familiar with general concepts as proposed by the project applicant for access and drainage facilities.
 - ii. Determine if the plans are in conformance with applicable conditions of approval and any approved tentative map.
 - iii. Check hydrology and hydraulic calculations, and the design of any storm drain system.
 - iv. Review drainage report for analysis of drainage patterns (diversions, concentrations, increased flow), potential for damage to offsite property and proposed mitigation measures.
 - v. Determine requirements for any off-site easements and whether they have been obtained.
 - vi. Determine any encroachments on adjacent property and determine whether notarized permission letters have been obtained.
 - vii. Check stopping sight distance, horizontal radius, and vertical curves on streets as applicable.
 - viii. Check traffic related plans including signing and striping, traffic signals, and traffic control plans, as applicable.
 - ix. Determine that the plans as submitted are in conformance with the Murrieta Municipal Code, the City of Murrieta Standard Plans and other

applicable standards used by the City.

- x. Determine that the improvement plans are in conformance with the approved grading plan and final map, if applicable to the project. A copy of the grading plan and final map will be furnished with the improvement plans.
 - xi. Determine that the plans comply with the City's Improvement Plan Checklist.
 - xii. Review the quantities and cost estimate for reasonableness to determine fees and bond amounts.
 - xiii. Provide the City with a completed checklist and written certification that the plans are complete and accurate, and are in conformance with applicable City Codes, Standards, and written policies, that they are consistent with any grading plans, final map, and any other adjacent improvement documents furnished by the City.
 - xiv. Verify that all conditions for approval have been satisfied and permits may be issued for construction. This shall include, but is not limited to the following:
 - 1. All communication with applicant/engineer.
 - 2. Streetlights are shown on the improvement plans in accordance with City Standards.
 - 3. Mylars are in accordance with City requirements. (Mylars are approved by the City Engineer.)
 - 4. Prepare Improvement Agreements. Transmit the Agreements and security forms to applicant/engineer.
 - 5. Calculate permit, inspection, and record retention fees.
 - 6. All securities are processed per the City Secured Agreement Processing Manual.
- c. In checking of **GRADING PLANS** Consultant shall perform the following:
- i. Examine plans, become familiar with the general concept as proposed by the project applicant. View the site if associated with an improvement plan submittal, or if necessary, for adequate review.
 - ii. Determine if the plans are in conformance with applicable conditions of approval and any approved tentative map.
 - iii. Determine if the general format for the plan is in conformance with City of Murrieta requirements.
 - iv. Compare the grading plan with the recommendation in the soils report

provided and check that the specifications and details in the soils report are included in the plans. If applicable, check with City's Geotechnical Engineer for comments on applicant soils report and check for compliance with Geotechnical Engineer requirements.

- v. Compare the grading plan with the grading shown on any approved tentative map or approved plot map.
- vi. Compare the grading plan with the improvement plans for the project.
- vii. Compare the grading plan with the approved environmental information.
- viii. Determine that the plans comply with the City's grading plan checklist.
- ix. Determine adequacy of horizontal and vertical site distance; cross check this with improvement plans.
- x. Check hydrology and hydraulic calculations, and the design of the drainage system.
- xi. Review drainage report for analysis of drainage patterns (diversions, concentrations, increased flow), potential for damage to offsite property and proposed mitigation measures. Check for adequate capacity of brow ditches and down drains.
- xii. Check for non-erosive velocities at point of discharge or adequate energy dissipation. Check sumps for overflow escape.
- xiii. Review erosion control measures and check for conformance with applicable codes, the City's Grading Manual, the City's Erosion Control Standard Plan and NPDES requirements.
- xiv. Determine any encroachments on adjacent property and determine whether notarized permission letters have been obtained.
- xv. Provide the City with a completed checklist and a written certification that the plans are complete and technically correct, and are in conformance with applicable City Codes, Standards, and written policies, and that they are consistent with any improvement plans, final map, and other adjacent improvement documents furnished by the City.
- xvi. Verify that all conditions for approval have been satisfied and permits may be issued for construction. This shall include, but is not limited to:
 - 1. All communication with applicant/engineer.
 - 2. Approval from project planner for conformance with conditions for approval.
 - 3. Mylars are in accordance with City requirements. (Mylars are approved by City Engineer.)

4. Calculate inspection fees, other fees, and bond amounts.
 5. Prepare Grading and Erosion Control, and Improvements Agreements.
 6. Transmit the Agreement and security forms to applicant/engineer.
 7. Agreements and securities are processed in accordance with the City Secured Agreement Processing Manual and Grading Manual.
 8. Obtain a grading permit number from City staff and provide the number to the applicant.
- d. In checking of **FINAL & PARCEL MAPS**, Consultant shall perform the following:
- i. Determine that the map is in conformance with applicable conditions of approval and the approved tentative map.
 - ii. Check that the format is in compliance with the City of Murrieta Development Code requirements.
 - iii. Check Title Report and Subdivision Guarantee and verify that all easements are noted on the map, the legal description conforms with the map, and all parties required to sign the map have done so.
 - iv. Check all easements to which the lots are subject, including use and reference if already of record.
 - v. Check legal descriptions and plats for any off-site easements; check ownership against title reports and prepare deed in conformance with City format as provided for in the fee schedule for easement dedications.
 - vi. Determine compliance with City's final map checklist.
 - vii. Determine need for any other affidavits, certificates, acknowledgements, endorsements, and notary seals as required in addition to those shown on the checklist.
 - viii. Determine that map is in conformance with provisions of the Land Surveyor's Act and the Subdivision Map Act.
 - ix. Provide the City with a completed checklist and a written certification that the map is complete and technically correct and is in conformance with applicable City Codes, Standards, and written policies; that is consistent with any other adjacent improvement documents furnished by the City.
 - x. Verify that all conditions for approval have been satisfied and maps may be transmitted by the City Clerk to the County Recorder. This shall include, but is not limited to:
 1. All communication with the applicant/engineer.

2. Notification to applicant/engineer that approval is required from (1) project planner, and, if applicable, (2) Parks Director for conditions related to CSA 143.
 3. Verify notation of monuments to be set prior to recordation.
 4. Calculate applicable fees (road and bridge benefit, area drainage, monument inspection and record retention) and notify applicant/engineer.
 5. Determine payment of, or prepare agreements for deferral of, road and bridge benefit and area drainage fees, and deferred monumentation.
 6. All securities and agreements are processed in accordance with City Secured Agreement Processing Manual. Obtain City Attorney's signature on agreements.
 7. City Surveyor signs map.
- e. In checking of **DEDICATIONS, EASEMENTS, VACATIONS, QUITCLAIMS, PARCEL MAP WAIVERS and PARCEL MERGES** Consultant shall perform the following:
- i. Determine that the result of this action will be in conformance with applicable standards, conditions of approval and approved tentative map, if any.
 - ii. For vacations, determine that the requirements of the City's Vacation Procedure memorandum are met.
 - iii. Determine compliance with City's Easement Dedication/Quitclaim.
 - iv. Vacation Review Checklist.
 - v. Check that the format is in compliance with City requirements.
 - vi. Check for agreement with title report.
 - vii. Check traverse calculations for acceptable closure. (Traverse calculations shall be the same precision as the description, i.e., "map check" format).
 - viii. Check for agreement between the description, plat, and traverse calculations.
 - ix. Verify completeness of the plat, including that all courses, calls, and references in the text of the description are shown.
 - x. For dedications, prepare subordination agreement when the title report indicates any financial encumbrance on the property.
 - xi. Provide the City with a completed checklist and a written certification that

the documents (description, plat, deed, other) are complete and technically correct and are in conformance with applicable City codes standards, and written policies.

- xii. Verify that all conditions for approval have been satisfied and documents may be transmitted by the City Clerk to the County Recorder. This shall include, but is not limited to:
 - 1. All communication with the applicant.
 - 2. Approval from Parks Director for conditions related to CSA 143.
 - 3. That the action conforms to the Circulation Element.
 - 4. That a vacation is agreeable in concept by the City Engineer.
 - 5. That a vacation reserves easement for any existing utilities under franchise agreements, confirmed by said utility owners.
- f. In checking of **LOT LINE ADJUSTMENTS** Consultant shall perform the following:
 - i. Determine that the Lot Line Adjustment is in conformance with any applicable underlying tentative map and conditions of approval.
 - ii. Check the document package for conformance with the City's "Filing Instructions for Lot Line Adjustments."
 - iii. Check for agreement with title report.
 - iv. Check traverse calculations, if description is in metes and bounds format, for acceptable closure. (Traverse calculations shall be the same precision as the description, i.e., "map check" format).
 - v. Check for agreement between the description, plat and, if applicable, traverse calculations.
 - vi. Verify completeness of the plat, including that all courses, calls, and references in the text of the description are shown.
 - vii. Provide the City with a completed checklist and a written certification that the documents are complete and technically correct, are in conformance with applicable City codes, standards, and written policies, and are ready to be recorded.
 - viii. Provide the City with a copy of all communication with the applicant.
- g. In checking of **WATER QUALITY MANAGEMENT PLANS** consultant shall perform the following work for each project.
 - i. Examine preliminary and final water quality management plan (WQMP) for conformance with existing Federal and State regulations and requirements per City Policies and Project Conditions of Approval.

- ii. Any further review as directed or as approved by City Engineer.

2. CITY OBLIGATIONS

- a. Upon initial receipt of a request for plan check, the City shall perform a preliminary review of the submitted package to ensure that it is complete before forwarding it to the Consultant.
- b. City shall provide the Consultant with the following documents:
 - i. A copy of the Murrieta Development Code, Murrieta Grading Ordinance, and other applicable City codes.
 - ii. A copy of "Department of Public Works Standard Drawings".
 - iii. A copy of any other written policies, standards, or criteria adopted or used by City.
- c. In addition to prints of the plans to be checked, the City will or cause the applicant to furnish to the Consultant the following:
 - i. A print of the grading plan and proposed final map of the project, if applicable.
 - ii. A print of any adjacent improvements.
 - iii. A copy of the tentative map and tentative map conditions or any other discretionary approval applicable.
- d. Nothing in this agreement shall be construed to obligate City to provide any work to the Consultant. City reserves the right, at its sole discretion, to send plans for checking to Consultant, to perform plan checks with its own forces, or to send plans for checking to another consulting firm.

3. PROGRESS AND COMPLETION

- a. The Consultant shall pick-up plans for checking within two working days from the date of notification by the City to do so.
- b. From the time of pick-up of plans from the City to delivery back to the City, the Consultant shall complete each check within the time specified below:
 - i. First Check: fifteen working days
 - ii. Recheck: five working days
- c. These turn-around times may be extended due to size or complexity of the project. The Consultant shall notify the applicant and City of such extension upon receipt of the submittal or resubmittal.
- d. Consultant shall process permit review items within two working days.

- e. Consultant shall respond to all applicant phone calls within one working day

4. ELECTRONIC PLAN CHECKING

- a. The City uses electronic plan checking utilizing Blue Beam software. Consultant shall provide plan checking services using Blue Beam when necessary. City reserves the right to provide plans and documents in hard copy form or electronically through a Blue Beam Session. Consultant shall maintain proficiency with Blue Beam software.

EXHIBIT B

Schedule of Rates and Charges

City agrees to compensate Consultant for services outlined in Exhibit A as follows:

Consultant shall complete the work outlined in Exhibit A in accordance with the fee schedule identified below and shall invoice City on a monthly basis based on the plan checking fee percentage or time and material hourly billing, as applicable.

PLAN CHECKING SERVICES

Consultant shall be compensated 75% of plan check fees charged by the City of Murrieta

*The plan checking services fee percentage excludes WQMP reviews, which are billed hourly per the rates below.

**Consultant shall subcontract with City's current City Traffic Engineer for traffic related plan checking of signing and striping plans, traffic signal plans, and traffic control plans. These services are included in the 75% of plan check fees. Consultant shall be responsible for payment of traffic plan checking services.

BILLABLE RATES

BILLABLE RATES

Bureau Veritas' pricing reflects our commitment to the success of the City of Murrieta by helping you maintain significant quality and cost saving benefits moving forward. These Include:

- Successful 32-year history working with the City of Murrieta
- Highly qualified staff familiar with the City's needs
- Reduced plan review turnaround times
- Implementation of electronic plan review processes to help improve efficiency and control costs
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in operation for 195+ years

PERCENTAGE OF FEES, BASED ON CITY'S COLLECTED FEES	
75% of City Collected Plan Check Fees*	
HOURLY RATES	
Personnel Classifications	Hourly Billing Rate*
Traffic Engineer	\$210.00
Senior Civil Engineer/Senior Surveyor	\$195.00
Civil Engineer	\$185.00
Plan Checker IV	\$165.00
Plan Checker III	\$155.00
Plan Checker II	\$145.00
Plan Checker I	\$135.00
Senior Survey Analyst	\$165.00
Word Processor/Administrative	\$95.00

*Additional services billed at hourly rates. Percentage of fees excludes WQMP reviews, which will be billed at the hourly rates.

- Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- All employees classied as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times the hourly rate for overtime hours per State and Federal wage and hour laws. No overtime will be charged without prior consent.
- 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.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- Hourly fees are subject to an annual adjustment in accordance with the CPI from Engineering News Record (ENR) with the City's prior approval.
- Plan review fees to be invoiced after initial review. Hourly services will be invoiced monthly.