

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES  
BETWEEN THE CITY OF LA MESA AND  
BUREAU VERITAS NORTH AMERICA, INC.  
FOR BUILDING DIVISION STAFF AUGMENTATION SERVICES

This Agreement is entered into by City of La Mesa as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and Bureau Veritas North America, Inc., hereinafter referred to as "Consultant."

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. 2022-\_\_\_;

WHEREAS, the City has need for professional services in the area of building division staff augmentation services and is willing to compensate Consultant for such services;

WHEREAS, Consultant provides highly qualified and credentialed professionals with many years of experience in providing building division staff augmentation services;

WHEREAS, Consultant has provided City with technical and professional services in the area of building division staff augmentation services since 2014;

WHEREAS, Consultant was selected to provide building division staff augmentation services in a formal request for proposals in 2018; and

WHEREAS, the City is conducting a Requests for Proposals (RFP) process for a service provider for building division services that will not be completed until fall 2022; and

WHEREAS, the City requires professional building division services support to continue uninterrupted while the RFP process is completed.

WHEREAS, the City desires to continue to engage Consultant to render certain technical and professional services in the area of building division staff augmentation services until December 31, 2022, or until such time that the City enters a new agreement for such services based on the outcome of the RFP process.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONSULTANT

The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in this Agreement.

## SECTION 2: SERVICES TO BE PERFORMED BY CONSULTANT

The effective date of this Agreement shall be July 1, 2022. This Agreement shall expire December 31, 2022, or until such time that City enters a new agreement for building division services. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit 'A,' attached hereto and incorporated herein as part of this Agreement.

## SECTION 3: KEY PROJECT PERSONNEL

Consultant agrees to provide the professional services for the full term of this contract. The City reserves the right to approve Consultant personnel that will provide services to the City. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

## SECTION 4: CITY REPRESENTATION

The Director of Community Development for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

## SECTION 5: COMPENSATION TO CONSULTANT

The City shall compensate the Consultant for professional services rendered pursuant to this Agreement in accordance with the Fee Schedule in Exhibit 'A.' The cost of services shall not exceed \$200,000.

## SECTION 6: METHOD OF COMPENSATION

The City shall compensate Consultant for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Consultant's invoice for the services performed. The Consultant shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice.

The City shall promptly review invoicing and notify Consultant of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

## SECTION 7: HOLD HARMLESS

To the furthest extent allowed by law, including California Civil Code section 2782.8, Consultant shall indemnify, hold harmless and defend City and each of its elected officials, officers, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees or agents in the performance of this Agreement. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

## SECTION 8: INSURANCE

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$1,000,000 aggregate for products and completed operations  
\$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Consultant's profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii) Consultant shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City, its elected

officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Consultant or any of its sub-consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts

or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, Consultants, sub-consultants, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-consultants' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the sub-consultant.

#### SECTION 9: ASSIGNABILITY

Consultant shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

#### SECTION 10: INTEGRATION; AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

#### SECTION 11: NOTICES

Notices and requests to the City or Consultant shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

City:  
Director of Community Development  
City of La Mesa  
8130 Allison Avenue  
La Mesa, CA 91942  
(619) 667-1185  
FAX (619) 667-1380/

Consultant:  
Mohammad Heivand  
Regional Operations Officer  
Bureau Veritas North America, Inc.  
9988 Hibert Street Suite 100  
San Diego, CA 92131  
(858) 863-2013  
FAX (858) 451-2846

## SECTION 12: DISPUTE RESOLUTION

The City shall require that all Consultants agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Consultant and/or any sub-consultants of any tier arising out of or relating to their agreement with the City or the breach thereof (“disputes”) first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

## SECTION 13: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City’s convenience upon not less than fifteen (15) days written notice to Consultant. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City’s convenience, the Consultant shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Consultant as may be requested by City and such work shall become City’s property upon payment to Consultant for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

## SECTION 14: BUSINESS LICENSE

The Consultant, including all sub-consultants, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Consultant until such business license has been obtained, and all fees paid therefor, by the Consultant and all sub-consultants. Business license applications and information may be obtained from the Finance Department, City Hall, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118 or online at [cityoflamesa.us/buslic](http://cityoflamesa.us/buslic).

#### SECTION 15: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

#### SECTION 16: INTEREST OF CONSULTANT AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Consultant to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

#### SECTION 17: FACILITIES AND EQUIPMENT

Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

#### SECTION 18: INDEPENDENT CONSULTANT

At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

#### SECTION 19: PERS ELIGIBILITY INDEMNIFICATION

In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits.



## SECTION 20: TIME

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

## SECTION 21: CONSULTANT NOT AGENT

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## SECTION 22: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant) shall not be shown to any other public or private person or entity, except as authorized by the City. The Consultant shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

## SECTION 23: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Consultant shall be as fully responsible to the City for the acts and omissions of his sub-consultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

## SECTION 24: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated to this Contract.

## SECTION 25: JOB SITE SAFETY

The general or prime Consultant who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime Consultant and all sub-consultants of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime Consultant's job site safety program.

C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 26: CONFLICT BETWEEN AGREEMENT AND OTHER DOCUMENTS

In the event of a conflict between this Agreement and any documents incorporated by reference in this Agreement, the terms and conditions of this Agreement shall supersede those contained in any such document incorporated by reference.

SECTION 27: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Consultant have executed the Agreement.

Bureau Veritas North America, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mohammad Heivand,  
Regional Operations Officer

CITY OF LA MESA,  
A Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Arapostathis, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Megan Wiegelman, City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Humora, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kerry Kusiak,  
Director of Community Development

APPROVED AS TO FORM

\_\_\_\_\_  
Glenn Sabine CITY ATTORNEY

Attachment: Exhibit A – Fee Schedule

# FEE SCHEDULE

6/3/2022

**Kerry Kusiak | Director of Community Development**  
**City of La Mesa | 8130 Allison Avenue | La Mesa, CA 91942**  
**Email: [kkusiak@cityoflamesa.us](mailto:kkusiak@cityoflamesa.us) | [www.cityoflamesa.com](http://www.cityoflamesa.com)**

Re: Contracted Building Services for Fiscal Year 2022/2023

Dear Mr. Kusiak,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our proposal and commitment to provide plan review and inspection services to the City of La Mesa for Fiscal Year 2021/2022. Below we have identified our proposed fees for plan review and inspection. Should you have any questions or would like additional information, please do not hesitate to contact us.

### Plan Review Percentage of Fee:

BVNA will collect 65% of the City's collected building plan review fee as noted in the City of La Mesa Fee Schedule for Fiscal Year 2021/2022.

*\*Percentage of fee includes the first review plus two (3) rechecks. Third and subsequent rechecks, approved plan revisions, and deferred submittals will be conducted hourly using the rates below.*

### Schedule of Hourly Rates:

<u>Position</u>	<u>Billing Rate Per Hour</u>
<i>Building Safety</i>	
Project Manager/Building Official	\$153
Structural Engineer	\$135
MEP Engineer	\$123
Senior Plans Examiner	\$118
CASp	\$112
ICC Certified Plans Examiner	\$102
Combination/Building Inspector	\$90
Sr. Permit Technician	\$80
<i>Fire Plan Review and Inspection</i>	
Fire Plans Examiner	\$113
Fire Inspector	\$102
<i>Public Works and Civil Plan Review</i>	
Civil Plan Review Engineer	\$141
Licensed Land Surveyor (Map Review)	\$128
<i>Planning</i>	
Associate Planner	\$128

# FEE SCHEDULE

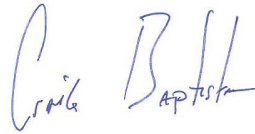
- *Mileage incurred to be invoiced at IRS rate*
- *Rate presented are non-union / non-prevailing wage*
- *On-Site services may require a daily per-diem; per-diem will be calculated using Federal GSA rates for the County of San Diego. Per-Diem will only be invoiced with City approval.*

We can provide additional information regarding our qualifications and previous experience should you request. Bureau Veritas North America, Inc. looks forward to continuing its strong and successful partnership with the City of La Mesa.

Sincerely,



Moe Heivand, P.E.  
Regional Operations Manager  
Bureau Veritas North America, Inc.  
9988 Hibert Street, Suite 100  
San Diego, CA 92131  
Direct: 858.863.2013  
Cell: 858.353.8058  
moe.heivand@bureauveritas.com



Craig Baptista  
Vice President - Facilities Division, West Region  
Bureau Veritas North America, Inc.  
180 Promenade Circle, Suite 150  
Sacramento, CA 95834  
Direct: 916.514.4516  
Cell: 916.291.9151  
craig.baptista@bureauveritas.com

