

PROFESSIONAL SERVICES CONTRACT FOR BUILDING PLANS EXAMINATION SERVICES

THIS CONTRACT is being entered into, effective as of _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and West Coast Code Consultants, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Utah, having its principal office at 908 West Gordon Avenue, Suite 3 Layton, Utah 84041.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	This Contract is to provide Building Examination Services.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date June 30, 2025	Option Periods Four (4) one-year periods
Contract Type As defined in Section B-1	The contract type is revenue generating where the Company will be reimbursed a percentage of plan review fees collected by the City.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$ 400,000		Annually

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Company Proposal Excerpt

(c) City Project Manager Per Section D-4, (a)	Name Michael Cunningham	Phone (702) 806-2550	Email mcunningham@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Todd Snider	Phone (801) 547-8133	Email ToddS@wc-3.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Chris Kimball	Address 908 W. Gordon Ave., Ste. 3 Layton, UT 84041	Email ChrisK@wc-3.com

A-2 Performance Period

- (a) The performance period commences on the Award Date and continues through the expiration date, unless extended in writing in accordance with Section E-13 "Modification/Amendment".

- (b) The City may at its sole option extend the contract for the periods set forth above. The City shall provide written notice to the Company of such extension(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-06/20/19]

The following definitions apply to this Contract:

- (a) *“Award Date”* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) *“Contract”* means this document, consisting of Sections A through E, which is binding and effective only upon execution by the City.
- (c) *“Contract Amount”* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) *“Deliverable”* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) *“Non-Exclusive Contract”* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.

SECTION C – Statement of Work

C-1 Scope of Work

The Company shall provide building plans examination services as detailed below:

- (a) The Company will screen and log each plan requiring full or partial review and route them to the proper plans examiner.
- (b) The Company will use City approved checklists to review submittals for compliance with all current and relevant state and local requirements.
- (c) The Company will complete all data entry required in the INFOR system including, QAA details, Building Permit Details and associated detail pages.
- (d) The Company shall complete plan reviews within the timeframes noted below:
 - (i) One (1) week of the receipt of the plans for standard projects, revisions, and deferred submittals. The Company will be deemed to be in receipt of the plans the business day following the day the City notifies the Company that the plans are ready for pick-up, or the day following the day the City transmits the plan request to the Company. The period includes the day the review is completed or corrections are required.
 - (ii) Two (2) weeks of the receipt of the plans for large projects, exceeding \$20,000.00 in initial plan review fees. The Company will be deemed to be in receipt of the plans the business day following the day the City notifies the Company that the plans are ready for pick-up, or the day following the day the City transmits the plan request to the Company. The period includes the day the review is completed or corrections are required.
- (e) Plan reviews to be conducted by the Company include:
 - (i) Initial Check

- (ii) Rechecks
 - (iii) Plan Changes
 - (iv) Single Family Dwellings
 - (v) Apartment/Multiple-Family Dwelling
 - (vi) Tenant Improvements
 - (vii) Commercial/Industrial Buildings
 - (viii) Revision
 - (ix) Plumbing, electrical and mechanical plans
 - (x) Deferred Submittals
 - (xi) Fire Plan Review
 - (xii) As directed by the City
- (f) The Company will ensure plans conform to the City's most current codes, amendments and written interpretations as adopted by the City.
- (g) The Company will have a Nevada licensed Civil or Structural Engineer in compliance with all Nevada regulations review all structural plans. The Company will have plans examiners certified as a Building Plans Examiner by the International Code Council review all architectural plans for multiple-family, commercial and industrial plans; plans examiners certified as a Residential Plans Examiner by the International Code Council review all single-family dwelling plans; plans examiners certified as an Electrical Plans Examiner by the International Code Council or the International Association of Electrical Inspectors review all electrical plans; plans examiners certified as a Plumbing Plans Examiner by the International Association of Plumbing and Mechanical Officials review all plumbing plans; plans examiners certified as a Mechanical Plans Examiner by the International Association of Plumbing and Mechanical Officials review all mechanical plans; plans examiners certified as an Accessibility Inspection/Plans Examiner review plans for compliance with applicable accessibility requirement; plans examiners certified as a Fire Plans Examiner by International Code Council review fire plans and plans examiners certified as a Commercial Energy Plans Examiner by the International Code Council or as a Commercial Plans Examiner by the American Society of Heating, Refrigeration and Air-Conditioning Engineers review commercial plans for compliance with the applicable energy code requirements.
- (h) The Company will attend meetings with staff, public officials, developers, contractors, and general public as directed by the City.
- (i) The Company will maintain and submit to the City proof of all licenses, certificates, and permits required to perform Building Plan Checks on an annual basis and any time a new plans examiners will be assigned to City of Las Vegas.
- (j) The Company will provide electronic plan review by the City, with proper training provided by the City and the Company will make the acquisition of appropriate hardware and software necessary to perform the reviews with the specified timeframe.
- (k) The Company will provide a daily update for projects reviewed, and result status through e-mail correspondence, no later than 4pm, PST.
- (l) The Company will provide the City a copy of all correspondence templates for approval.
- (m) The Company will provide the following means of contact with the associated response times listed below:
- (i) Face to Face – next day
 - (ii) Telephone – as soon as possible
 - (iii) Email – same day
 - (iv) Fax – same day
 - (v) Virtual Window (Skype, Adobe Connect) – as soon as possible

- (n) Within thirty (30) days of the Award Date of such Contract, Company will provide a representative located within Clark County, NV who will be available Monday through Friday to meet with City representatives and City customers to respond to questions regarding plan review services provided by the Company and correction items identified by the Company.
- (o) Company will provide a local or toll-free telephone number that the City representatives and its customers can use to speak with Company's representative regarding plan review issues.

C-2 Deliverables

The Company shall provide the City with an approved Plan Review with comments referring to specific details and drawings, and reference applicable code sections for changes required to obtain approval. These reviews will be electronically input into city approved software. Plan reviews will be tracked within the plan tracking software utilized by the City and the Company will input when reviews are started and completed for each discipline assigned. The Company will transmit plan review comments and coordinate re-checks directly with the City or with the applicant if desired, and completed plan review documents ready for approval will be returned to the City for final approval within time frames outlined in this contract. Resubmittals, deferred submittals, changes, etc. shall adhere to the same procedures and timeframes. Should the Company fail to meet the timeframes as specified in this contract due solely to the Company's action or inaction, the percentage of plan check fee may be reduced by ten percent (10%) per week, for each week surpassing agreed upon plan review times, or the contract may be terminated for default at the City's reasonable discretion.

C-3 Pricing

- (a) The City will pay the Company for Services per the pricing terms and assumptions as set forth in Exhibit A "Company Proposal Excerpt."
- (b) The Company will invoice the City monthly for a percentage of the plan review(s) collected by the City for projects that are assigned and completed by the Company as follows:
 Completed Single Discipline (e.g. Structural, Architectural, MEP, etc.) Review40%
 Completed Multiple Discipline (Comprehensive) Plan Review65%
- (c) Fixed fee, percentage based, comprehensive plan review Services include an initial review and a second review (if needed) for approval of the plans. A \$135 minimum plan review fee will apply to all projects, each second review, and any additional time required beyond the second review. Company fees are based off of the City's plan review fee, not the full building permit fee.
- (d) For any project where the plan review fee is less than two hundred dollars (\$200) collected by the City, the City agrees to pay the Company a minimum two hundred dollars (\$200) collected plan review fee.
- (e) Specialty and preliminary plan reviews will include any services not related to a specific project or fee. The Company will negotiate a fixed fee amount with the City Project Manager prior commencement of such reviews.
- (f) The Company will invoice hourly rate(s) to perform additional Services that are not part of a plan review. Additional Services must be authorized by the City.

Job Title	Hourly Rate
Structural Plan Review Engineer (Registered SE)	\$150
Plan Review Engineer (Registered PE/FPE)	\$135
ICC Certified Building/Fire Plan Reviewer	\$125
Administrative/Permit Technician	\$95

- (g) The City shall give the Company twenty four (24) hours advance notice to request and expedited plan review. Contingent upon the availability of Company staff, the Company shall perform expedited plan review(s) and charge no more than one hundred fifty percent (150%) times the standard hourly rates.

- (h) Reimbursable expenses (e.g. specialized equipment rental or printing costs) will be authorized by the City prior to charge and will be invoiced at cost plus ten percent (10%) mark-up. The Company will use their established shipping service to pick up documents for courier/delivery to and from their offices as no additional cost.

SECTION D – Special Conditions

D-1 Pricing Revisions [CAO-01/20/16]

- (a) After the initial term of this Contract, pricing for the Services may be revised due to fluctuations in the cost of doing business incurred by the Company as set forth below:
- (b) If a decrease occurs, the City shall receive the benefit of this change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Company may request one (1) price escalation annually provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Contract. Hourly rates for annual renewals may be subject to annual increases based on a minimum 3% cost-of-living, the Consumer Price Index for All Urban Consumers – Western Region or Engineering News Record's (ENR) Construction Cost Index (whichever is greater). The Company shall provide any supporting documentation requested by the City. The City shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the City.
- (c) Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.
- (d) Any pricing revision requested pursuant to this section may be delayed or denied if the Company fails to submit a timely request, or fails to provide adequate documentation in support thereof.
- (e) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the Services are ordered by the City.
- (f) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after ten (10) calendar days written notice to the other party in accordance with Section E-1, "Legal Notice".

D-2 Payment [CAO-01/20/16]

Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

D-3 Invoices [CAO-01/20/16]

- (a) The Company will submit a detailed invoice to the City upon completion of Deliverables, in accordance with Section C- 3, "Pricing". Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the purchase order number;
 - (iii) the permit application number and the type of plan review services provided for each plan review performed by the Company; and,
 - (iv) performance dates covered by the invoice.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor

Las Vegas, NV 89101 – 2986

- (b) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section A-1(c), "Project Manager/Company Representative."

D-4 Project Manager/Company Representative [CAO-06/20/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-06/20/19]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iv) Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have

been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000.00 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review.** The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

D-6 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

SECTION E – General Conditions

E-1 Legal Notice [CAO-01/08/15]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101-2986

Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Todd Snider
West Coast Code Consultants, Inc.
908 W. Gordon Ave., Ste. #3
Layton, UT 84041
Phone: 801 547 8133
Email: ToddS@WC-3.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-08/01/13]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County, Nevada.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-01/20/16]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-01/20/16]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-8 Reserved**E-9 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-5/2/12]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental

costs, including attorney's fees and court costs, to the Company.

E-16 Patent Indemnity [CAO-7/24/08]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the

City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by [Las Vegas Municipal Code 6.02.060](#).

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its

employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-5/2/12]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-29 Public Records [CAO-5/2/12]

- (a) The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.
- (b) The Company understands and acknowledges that it is subject to NRS 239 as a contracted plans examiner for the City, and as such understands that it may receive or be subject to Public Records Requests (PRR) pursuant to NRS 239. If the Company receives a PRR, it must, within 24 hours of receipt, transmit such request to the City's Project Manager by e-mail, and await instructions from the Project Manager regarding the provision of such documents to the City for review and potential disclosure. If the Company receives direction from the City to provide documents related to the Company's services pursuant to this Agreement, the Company shall communicate immediately with the Project Manager as to how and when such documents will be provided to the City for review and potential disclosure pursuant to a proper PRR.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO 6/11/18]

By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based

on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO – 4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

WEST COAST CODE CONSULTANTS, INC.

DocuSigned by:
Chris Kimball 5/7/2024 | 4:26 PM MST
AEE2C4D4E36849D...

Signature Date

Signature Date

Printed Name

Chris Kimball

Printed Name

Title

Vice President

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
James B. Lewis 5/7/2024 | 2:11 PM PDT
DD1EE26948C64F0...







Deputy City Attorney Date

James Lewis
Printed Name

Work Plan

Review Process Utilizing Electronic Plan Review

Each of WC³'s plan review team members will have access to the City of Las Vegas's adopted codes, their referenced standards, and local amendments. In addition, all plan reviewers are provided with a work station that is equipped with dual large-format monitors and specialty software to allow for electronic plan reviews as well as sufficient desk space to lay out hard copy plans. The following is an example of WC³'s approach to plan review service and communication utilizing electronic capabilities. This format is simply an example of how we have provided plan review services to the City of Las Vegas in the past. We are happy to follow or adjust whatever protocol and procedures are desired by the City of Las Vegas in performing these duties.

APPROACH TO ELECTRONIC PLAN REVIEW SERVICE	
<div><div></div><div></div><div></div><div></div><div></div><div></div></div>	
Incoming Project	<ul style="list-style-type: none">WC³ will serve the City of Las Vegas with electronic plan submittals, accepting and delivering plans back and forth via email notification as well as logging in to access electronically stored documents found within the City of Las Vegas's INFOR10 system. WC³ is extremely familiar with this preferred software system of the City.
WC ³ Processing	<ul style="list-style-type: none">An account information file, specific to the City of Las Vegas is created to identify items inherent and of interest to the City. This file will be maintained and utilized during each and every project, ensuring potential concerns are always addressed.Upon notification of projects and receipt/download of electronic plan submittal, projects are uploaded and logged into WC³'s own internal eProcess360 software platform and all WC³ representatives are automatically notified to begin the plan check process.
Plan Check	<ul style="list-style-type: none">WC³ will check submitted docs for completeness; inform the City of any missing information; review plans to understand the scope and task; identify significant code items and discuss important items with associated staff.WC³ representatives will assign WC³ plans examiner staff by discipline and monitor progress.As per City of Las Vegas's preference all plan check comments will be placed directly on plan sheets. All plan sheets and copies of the review comments (in text format) shall be uploaded into the INFOR10 system.WC³ representatives will quality check all comments before release to the City.
Communication	<ul style="list-style-type: none">WC³ understands all plan review comments are subject to the review by the City.Review comments will have plan sheet numbers, detail numbers, and code sections.WC³ will work with the City of Las Vegas's preferred method of communication and be available to respond to questions via email, phone or for meetings, etc.The City of Las Vegas will always have the same points of contact for WC³.The comment structure in our plan review comment lists will be easily transitioned into the format of the City's preference.City of Las Vegas staff will be notified directly through the INFOR10 system as well as via email by WC³ representatives.

(Continued)

Work Plan

Recheck	<ul style="list-style-type: none"> Documents are resubmitted to begin the recheck process. WC³ requires a written response addressing each and every plan check item or comment. Rechecks will be assigned to the same plans examiner who performed original review. Any new comments to be included during the recheck cycle will be brought to the attention of the WC³ representatives. All plans examiners are encouraged to call and to resolve concerns, rather than adding additional corrections and comment lists. Rechecks are performed quickly and timely. Our turnaround schedule is highlighted in the upcoming section regarding the Standard/Large Project Turnaround Schedule.
Approval	<ul style="list-style-type: none"> Plan review approval will not be recommended to the City of Las Vegas until all code compliance issues are resolved and all permit issuance requirements of the department are satisfied. WC³ is flexible and will meet all City of Las Vegas's project approval requirements, including but not limited to, digital approval stamps, electronic submittals, quantity of electronic copies, and more.

STANDARD / LARGE PROJECT TURNAROUND SCHEDULE

WC³ plan reviews will be performed in a prompt and expeditious manner to meet the City of Las Vegas's needs. WC³ is able to commit to performing plan review deliverables within timeline expectations that meet the City of Las Vegas's standards. When workloads get tight, WC³ has the flexibility to take advantage of schedule availability in additional Regional Offices and benefit from the knowledge and expertise shared across multiple disciplines. All turnaround times are specified from the day they are received in our office and for extraordinarily complex projects, WC³ will immediately contact the City of Las Vegas and agree on an appropriate response time prior to starting the review. Although highly unlikely, plan check fees would be reduced by 10% for each week in our possession, beyond the following timeframes.

	INITIAL (Business Days)	RECHECK (Business Days)	EXPEDITED* (Business Days)
Standard Projects: Projects < \$20,000	5	5	3*
Plan Revisions / Deferred Submittals	5	5	3*
Large Projects: Projects > \$20,000	10	10	5*
Large Projects: Projects > \$20,000 (Complex)**	10-15	10	10*

***Typical turnaround times for large/complex projects is 15-20 days for first reviews and 5-10 days for re-checks.
The City will be contacted and an appropriate response time will be negotiated on a case by case basis.*

*SINGLE DISCIPLINE EXPEDITED PLAN REVIEW SERVICES

Expedited or accelerated plan review can be accommodated upon request at anytime from the City of Las Vegas for single disciplines. The expedited plan review process is a means to accelerate initial plan reviews by experienced plans examiners, and when it comes to expedited plan review services, WC³'s typical plan review process is extremely easy to adapt. Clients simply need to submit single discipline projects according to standard protocols with a note highlighting that a project is to be expedited. In this case, the quality of WC³'s expedited plan review services do not change. WC³ will allocate additional staffing as necessary, and as available, in order to meet the City's expedited deadlines. WC³ shall provide initial comments, including corrections to be made to the construction documents, within an expedited turnaround time of three (3) business days from the date the submittal was received by our team. Subsequent reviews following initial expedited reviews may also be expedited at each client's discretion; however subsequent reviews are typically completed in a timely manner and will be reviewed in the order in which they are received.

Work Plan

Additional Efforts to Achieve City of Las Vegas Satisfaction

WC³ will provide the City of Las Vegas City the technical expertise they seek through a complete array of plan review services. Our portfolio includes projects regarding building, preliminary building, structural, fire & life safety, accessibility, energy, mechanical, plumbing, electrical, solar and other specialty disciplines. Our staff is committed to providing higher standards by delivering building department solutions that exceed client satisfaction and meet time and budget constraints. We believe we are able to meet all the outlined requirements of the RFP as stated. The following is a list of additional professional aspects that we feel the City of Las Vegas City will find advantageous:

- ▶ **Nevada Licensed, ICC-Certified Building Plan Review** - WC³ has ten (10) licensed structural engineers and twenty two (22) professional engineers on staff to meet the criteria noted in the RFP. Many have performed engineering design work in the past, and each has performed hundreds of commercial, residential, institutional/educational, MEP and structural plan reviews throughout their career. Our staff also includes six Master Code Professionals and many members certified by the ICC. Our team operates independently as a third party entity, is properly licensed to practice in the state of Nevada, and has no conflict of interest with regard to any other work performed by our firm for the City.
- ▶ **Nevada Licensed, NFPA Certified Fire & Life Safety Plan Review** - WC³ is an industry leader in providing plan review services for Fire Prevention and Fire and Life Safety Plan Review. Our diverse team of Fire Protection Engineers, Executive Fire Officers, Certified Fire Protection Specialists, and Plans Examiners offer clients and extensive range of experience—both formally and on the job. With resources of technical professionals from multiple offices, our team is proficient in all types of construction. Clients count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.
- ▶ **Plan Review Quality Control/Quality Assurance** - To mitigate risk, WC³ has developed sound intake measures, formal plan review processes, and trained staff to perform high-quality and efficient plan reviews. We offer additional assurance and quality control through assignment of a senior-level manager who follows the plan review project from submission to approval and completion. Weekly meetings are held for collaboration and clarification on any details, issues or questions and documents are thoroughly reviewed by the project manager prior to being released to the jurisdiction. Our entire team strives to always reference direct codes and to not make “best practice” comments as can be common in the industry. Our plans examiners are well versed in the requirements of all local, State, and Federal building, fire, electrical, mechanical and plumbing codes, energy and accessibility requirements, historical building codes, green building standards, LEED, and more.
- ▶ **Meeting Availability & Technical Advice** - When jurisdictions are understaffed, require specific expertise on complex projects, or feel overwhelmed with particular projects, WC³ is available to handle all technical aspects or project overflow for the City of Las Vegas. We serve in matters to help fulfill obligations and with reasonable notice are more than happy to join in on phone calls or attend special meetings at the City to help facilitate the approval process. Team members are available to discuss projects with designers, construction teams, City employees and/or applicants. We strive for complete client satisfaction and whether it's through telephone, email, web conference, or in person, WC³ team members are always ready to assist.
- ▶ **Continuing Education & Training** - WC³ is deeply embedded within the Building Safety industry, with many key staff serving as general members, executive board officers, committee participants, and requested instructors within ICC Chapters and industry associations. We facilitate and encourage all of our personnel to achieve the highest level of experience and certification; and all team members are appropriately licensed, certified and trained with attendance at industry-related training classes, conferences, and seminars. Due to our emphasis on training, WC³ has also created the WC³ Academy which provides education, training and online, on-demand resources to our staff and the industry. Please find additional information at www.WC-3Academy.com.

Pricing Proposal

As requested in the Request for Proposal, the proposed fee schedule associated with Building Plans Examination services will be invoiced to the City of Las Vegas based on firm fixed percentages of the plan review fees collected by the City. Fixed fee percentage shall include all times in the "List of Services" and "Scope of Work" outlined by the City. All fees will be inclusive of time for questions and meetings with City staff.

For expedited reviews and overtime, a percentage fee has been proposed in addition to the plan review fees set forth in the above paragraph. For additional services, not part of plan review, we have additionally proposed fixed hourly labor rates for the journeyman classifications of Examiners and Engineers.

WC³ Proposed Fee Schedule - Fiscal Year 2024/25

PLAN REVIEW SERVICES - FIXED FEE % RATES¹

Multiple Discipline (Comprehensive) Plan Review ¹	65% of City's Plan Review Fee ²
Single Discipline (Structural, Architectural, MEP, etc.) Plan Review ¹	40% of City's Plan Review Fee ²
Minimum Plan Review Fee ¹	\$135.00
Specialty / Preliminary Plan Review ³	Per Hourly Rates
Expedited Plan Review ⁴	150% of Standard Rates

PLAN REVIEW SERVICES - HOURLY RATES⁵

Structural Plan Review Engineer (Registered SE) ⁵	\$150.00 / Hour
Plan Review Engineer (Registered PE / FPE) ⁵	\$135.00 / Hour
ICC Certified Building / Fire Plan Reviewer ⁵	\$125.00 / Hour
Administrative / Permit Technician ⁵	\$95.00 / Hour

PLAN REVIEW - MISCELLANEOUS

Courier/Delivery Expenses ⁶	No Additional Cost
Reimbursable Expenses ⁷	At Cost + 10%

- Fixed Fee, Percentage Based Plan Review Services** - Fixed fee, percentage based, comprehensive plan review services include an initial review and a second review (if needed) for approval of the plans. A \$135 minimum plan review fee will apply to all projects, each second review, and any additional time required beyond the second review.
- City Plan Review Fee** - WC³ fees will be based off of the City's plan review fee, not the full building permit fee.
- Specialty / Preliminary Submittals** - Specialty plan reviews and preliminary plan reviews will include any services not related to a specific project or related fee.
- Expedited Plan Review** - Expedited plan review may be accommodated upon request with 24 hours' notice and contingent upon the availability of staff to perform these services. Expedited plan review services will be accommodated for 150% of standard hourly rates.
- Contract Extension / Annual Hourly Rate Adjustment** - WC³'s proposed hourly rates are applicable through June 30, 2025. Hourly rates for contract extensions may be subject to an annual increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index - Urban (CPI-U); whichever is greater.
- Courier / Delivery Expenses** - Should the need arise, WC³ will use our established shipping service to pick up documents for courier/delivery to and from our WC³ office(s) at no additional cost.
- Reimbursable Expenses** - Reimbursable expenses (i.e., specialized equipment rental or printing costs) will be authorized prior to charge and billed at actual cost + 10% mark up.
- Invoicing Procedures** - At the beginning of each month, WC³ will furnish an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record, if applicable, of the month's actual reimbursable expenditures.