

ACCELERATED BUILDING PLAN REVIEW AGREEMENT

THIS AGREEMENT, dated _____, is made by the CITY OF COSTA MESA, a municipal corporation (CITY), _____ (DEVELOPER), and _____ (ENGINEER) in Costa Mesa, California.

W I T N E S S E T H

WHEREAS, the CITY has established a procedure whereby a DEVELOPER may retain the services of a CITY approved ENGINEER or ARCHITECT to perform the building plan review normally conducted by the CITY, and

WHEREAS, DEVELOPER proposes to utilize the accelerated plan review process in connection with the proposed development of property located at

in the City of Costa Mesa; and

WHEREAS, ENGINEER/ARCHITECT represents that he is duly licensed by the State of California, and that he shall meet all minimum qualifications and responsibilities required by CITY as hereinafter stated; and

WHEREAS, DEVELOPER understands and agrees that no building permit shall be issued until all requirements and conditions of this agreement have been satisfied; and

WHEREAS, no official or employee of CITY has a financial interest in the subject matter of this agreement contemplated within the provisions of California Government Code, Sections 1090-1092; and

WHEREAS, ENGINEER/ARCHITECT declares that he shall perform the services herein contemplated in compliance with the Federal and California laws related to minimum hours and wages (40 U.S.C. 276 A et seq and California Labor Code Section 6300 et seq and California Labor Code, Section 1410 et seq), to the extent same are applicable herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and sufficient consideration, the parties agree to the following:

I. BUILDING PLAN REVIEW SERVICES

- A. CITY does hereby agree to accept ENGINEER/ARCHITECT to perform building plan review in accordance with the terms and conditions herein set forth.
- B. ENGINEER/ARCHITECT shall review plans for compliance with pertinent City and State regulations falling within the purview of the building official of the City of Costa Mesa.

II. FEES FOR BUILDING PLAN REVIEW SERVICE

- A. Fees for performing the building plan review shall be negotiated between DEVELOPER and the ENGINEER/ARCHITECT and said fees shall be paid to ENGINEER/ARCHITECT by DEVELOPER. The CITY shall not be responsible to ENGINEER/ARCHITECT to any extent for the fee owed by DEVELOPER. CITY shall not be called upon to assume any liability for the direct or indirect payment of the fee owed by DEVELOPER or of any salary, wage, or compensation to any person employed by ENGINEER/ARCHITECT.
- B. At the time the plans are submitted, an administrative fee equal to 25 percent of what would normally have been the plan check fee, had the plans been checked by the CITY, will be charged and collected by the CITY. This fee will be in addition to the building permit fee.

III. LIABILITY EXPOSURE AND COVERAGE

- A. All officers, agents, employees, and subcontractors, and their agents, officers, and employees who are hired by or engaged by ENGINEER/ARCHITECT in the performance of the building plan review, shall be deemed officers, agents, and employees and subcontractors of ENGINEER/ARCHITECT only and City shall not be liable for their acts or omissions nor responsible to them for anything whatsoever.
- B. ENGINEER/ARCHITECT and DEVELOPER shall each separately indemnify and save harmless CITY, its officers, and its employees, from and against any and all damages to property or injuries to, or death of any person or persons, including property and employees of CITY, and shall defend, save harmless, and indemnify CITY, its officers, and its employees, from and against any and all claims, demands, liabilities, suits, actions, proceedings, or judgments therefore, resulting from or arising out of their own negligent acts or omissions or the negligent acts or omissions of their respective employees or subcontractors; except that neither ENGINEER/ARCHITECT nor DEVELOPER shall hereby incur any such obligation for the negligent acts or omissions of the other.
- C. ENGINEER/ARCHITECT shall obtain and maintain the following insurance coverage:
 - 1. COMPREHENSIVE GENERAL LIABILITY coverage with policy limits of not less than \$1,000,000 combined single limit per occurrence, with CITY as additional insured, and with an endorsement that the insurance provided the CITY as additional insured shall be deemed primary and noncontributing with any other insurance of CITY.
 - 2. PROFESSIONAL LIABILITY coverage for \$1,000,000 with a contractual liability provision sufficient to insure Paragraph III.B. above.
 - 3. WORKER'S COMPENSATION INSURANCE in statutory amount.

4. The general and professional liability insurance shall provide continued coverage for at least 12 months following completion of construction of the project and shall not be cancelled, modified, or reduced without first giving CITY thirty (30) days written notice.

D. ENGINEER/ARCHITECT shall provide CITY certificates of insurance acceptable to the City Attorney showing the above coverage and policy endorsements prior to commencement of any plan check services.

IV. GENERAL CONDITIONS

- A. The ENGINEER/ARCHITECT shall comply with all the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provision of Division 4 and 5 of the California Labor Code, and all amendments thereto, and regulations adopted pursuant thereto by the State Department of Labor and similar State and Federal acts or laws applicable.
- B. ENGINEER/ARCHITECT shall certify in a form and manner acceptable to CITY that the plans he has checked comply with all applicable codes, ordinances, and laws relating to the particular type of development proposed and that permits may be issued for the construction of same.
- C. If omissions or errors in the plans are discovered during the course of construction, corrections shall be made at no cost to CITY, and, all work performed shall be required to comply with the codes and ordinances of CITY prior to final building inspection.
- D. DEVELOPER shall, prior to or concurrently with the building plan review by ENGINEER/ARCHITECT, contact the Planning Division, Fire Marshal, and/or Public Services Department of CITY, the Costa Mesa Sanitary District and/or the Mesa Consolidated Water District to determine any conditions or special requirements which may be administered by those departments. Failure to do so may delay issuance of building permits.
- E. The licensed architect, registered engineer, or other authorized person, entity, or corporation who prepared or supervised preparation of the project plans, specifications, and/or engineering calculations being reviewed, shall not be associated in any way with ENGINEER/ARCHITECT.

V. RESPONSIBILITIES OF ENGINEER/ARCHITECT

Engineer/architect shall review plans for compliance with pertinent CITY and State regulations falling within the purview of the building official of the CITY. More specifically, the services to be performed by ENGINEER/ARCHITECT shall consist of but not be limited to:

VI. Certification

The following certification statement shall appear on each page of the drawings submitted and shall be signed and dated by the registered ARCHITECT or ENGINEER:

ARCHITECT OR ENGINEER CERTIFICATION

I hereby certify that the work proposed to be done on these plans is in conformance with all Codes and Ordinances of the City of Costa Mesa and further, if omissions or errors are discovered, I understand that the work performed will be required to comply with the Codes and Ordinances of the City of Costa Mesa prior to final building inspection.

Signature	Date	State License
-----------	------	---------------

VII. PERMIT ISSUANCE

Building permits shall be issued by CITY upon completion of all requirements specified above and, upon completion, of all requirements of any other affected department of CITY or other governmental agency.

VIII. ACKNOWLEDGMENTS

DEVELOPER and ENGINEER/ARCHITECT acknowledge that they have read and understand the above statement of conditions, requirements, and direction and agree to perform accordingly. Furthermore, they understand that no building permits shall be issued for any project until these requirements have been satisfied, and they certify that no work has been undertaken by the ENGINEER/ARCHITECT involving plan check services prior to submittal of the required certificates of insurance and prior to approval of same by the Costa Mesa City Attorney.

IX. SIGNATURES

- A. The Director of Development Services or his designee is authorized to execute this agreement on behalf of the city of Costa Mesa when the parties meet the conditions listed herein.
- B. The DEVELOPER is defined as the fee title property owner or the tenant for whom the improvements are being constructed. If the fee title property owner or tenant is a corporation or general partnership, an officer of the corporation or a general partner shall execute this agreement.
- C. If the ENGINEER/ARCHITECT is a corporation or general partnership, an officer of the corporation or a general partner shall execute this agreement.

IN WITNESS WHEREOF the parties have signed below

DEVELOPER

BY _____

TITLE

(If Developer is a corporation, officer of corporation must sign; If Partnership general partner must sign).

ADDRESS

TELEPHONE

ENGINEER

BY _____

TITLE

(If Developer is a corporation, officer of corporation must sign; if Partnership general partner must sign).

ADDRESS

TELEPHONE

<input type="checkbox"/> Priority-WQMP
<input type="checkbox"/> Non-Priority-WQMP

CITY OF COSTA MESA

BY _____
Issam Shahrouri, Ph.d, P.E., C.B.O., Building Official