

**Building Department Services, Inc.**  
**THIRD PARTY PLAN REVIEW AGREEMENT**

Name:	Phone:
Applicant's Address:	City: State: Zip:
Email:	Mobile:
Project Name/Address:	Project Address:
Jurisdiction (City/County)	
Application Number (Permit):	BDS Job#:

Thank you for choosing Building Department Services, Inc. (BDS). In order to avoid delay in the Plan Review process, please submit items per the following checklist. Deferred submittals are not permitted without the expressed permission of the Building Department.

- Permit Application**
- 2 complete sets of drawings – Include Site/plot plan, Architectural, Structural, Framing, Electrical/Mechanical, etc.**
- 2 Title 24 Energy Calculation Packages**
- 2 sets of “Wet stamped and signed” Structural Calculation Packages (if applicable)**
- 2 sets of “Wet stamped and signed” Truss Packages (if applicable)**
- 2 Soils Reports (if applicable)**

**Plan Review Fees and Time Frame:**

Minimum plan review fee is \$900.00. Fee includes first review and 2 re-submittals. Price is based upon square footage. Conditioned space is \$0.25 per square foot. Garages, unconditioned space decks, patios, carports and similar uses will be NOT BE CHARGED. The estimated charge for this review is \_\_\_\_\_. Square footages will be verified by the plans examiner. Additional fees (subsequent plan re-submittals or revisions to already approved plans) will be billed at an hourly rate of \$110 per hour.

Upon receipt of your plan submittals, Building Department Services, Inc. will provide an estimated completion date. This estimate does not include final processing performed by the building jurisdiction, and does not include additional processing as a result of an incomplete submittal or required plan corrections.

Note: Please be sure to address each comment on the correction letter thoroughly to avoid additional re-submittals. Respond with clear directions noting where on the plans corrections were made, i.e. page numbers, bubbles, written responses, etc.

I have read and agree to the terms and conditions stated above and the Provisions of Agreement on the reverse of the client copy attached.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Building Department Services, Inc.**  
**4354 Town Center Blvd. Ste 114—53**  
**El Dorado Hills, CA 95762**  
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**FAX (916) 933-8233**  
[www.bdswebsite.com](http://www.bdswebsite.com)

# Building Department Services, Inc.

## Provisions of Agreement

1. **Plan Review Services.** Building Department Services, Inc. shall review the plans prepared by or on behalf of Applicant for compliance with building code regulations, applicable Federal, State, and Local laws and Jurisdiction ordinances and policies enforced by the Building Official.
2. Building Department Services, Inc. makes no representations regarding the constructability or cost effectiveness of the construction depicted on the plans reviewed, nor the ability of the builder to implement the design in a workmanlike manner.
3. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of each of the parties.
4. This agreement shall not be assigned by the Applicant without the prior written consent of the Building Department Services, Inc.
5. This agreement contains the entire agreement between the parties relating to the Project and provision of services to the project. All prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by all parties.
6. The waiver of any term, condition, or breach of any term, condition, or covenant shall not constitute the waiver of any other term, condition or covenant, or the breach of any other term, condition, or covenant.
7. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions or this agreement shall be valid and binding.
8. This agreement shall be governed by and construed in accordance with the laws of the State of California.
9. All original papers, documents, drawings and other instruments of service of Building Department Services, Inc., and copies thereof, produced by Building Department Services, Inc. pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of Building Department Services, Inc.
10. Applicant acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Applicant is not in default pursuant to the terms and conditions of this agreement and Applicant has performed all obligations under this agreement.
11. Upon written request, Applicant shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees, and charges, which are necessary to perform the terms of this agreement.
12. Building Department Services, Inc. makes no representations concerning soil conditions unless specifically included in writing in this agreement, and Building Department Services, Inc. is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil test, or general soil testing. Building Department Services, Inc. makes no representation concerning the past, present, or future presence of hazardous waste or asbestos on the Project, and Building Department Services, Inc. is not responsible for any liability that may arise out of the making or failure to make tests or perform investigations concerning the same.
13. Applicant agrees not to use or permit any other person to use instruments of service prepared by Building Department Services, Inc., which are not final and which are not signed, and stamped or sealed by Building Department Services, Inc. Applicant agrees to be liable and responsible for any such use on non-final instruments of service not signed and stamped or sealed by Building Department Services, Inc. and waives liability against Building Department Services, Inc. for their use. Applicant further agrees that final instruments of service are for the exclusive use of the Jurisdiction and may be used by the Jurisdiction only for the project described on the face hereof. Such final plans, drawings, or instruments of service may not be changed nor used on a different project without the written authorization or approval by Building Department Services, Inc. and the Jurisdiction.
14. Building Department Services, Inc. has a right to complete all services agreed to be rendered under this contract. In the event this contract is terminated prior to completion of all services, unless Building Department Services, Inc. is responsible for such termination, Applicant shall release Building Department Services, Inc. from all liability for work performed.
15. Building Department Services, Inc. shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this agreement if Applicant files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order of judgment issued by the Bankruptcy Court.
16. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Building Department Services, Inc. may have for the performance of services pursuant to this agreement. Applicant agrees to separately provide to Building Department Services, Inc. the present name and address of the record owner of the project property. All fees and other charges are due upon completion of the first plan check, prior to any re-submittals, unless otherwise specified in this agreement.
17. Applicant shall pay the costs of checking and inspection fees, zoning and annexation, application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
18. In the event all or any portion of the work prepared or partially prepared by Building Department Services, Inc. be suspended, abandoned, or terminated, Applicant shall pay Building Department Services, Inc. for all fees, charges and services provided for the project, to the date of termination, not to exceed any contract limit specified herein. Applicant acknowledges if the project work is suspended, for a period of 60 days and restarts, there may be additional charges for suspension of the work, which shall be paid for by Applicant as extra work.
19. Building Department Services, Inc. is not responsible for delay caused by activities or factors beyond Building Department Services, Inc.'s reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Applicant to furnish timely information, faulty performance by Applicant or contractors of governmental agencies. When such delays beyond Building Department Services, Inc.'s reasonable control occur, Applicant agrees Building Department Services, Inc. is not responsible in damages nor shall Building Department Services, Inc. be deemed to be in default of this agreement.
20. In the event that any party institutes a suit against another, either by complaint or by way of cross-complaint, including a cross complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, the losing party will pay the prevailing party's attorney fees and costs.
21. Applicant agrees that in the event Applicant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the County in which Building Department Services, Inc.'s principal place of business is located, and Applicant waives the right to bring, try or remove such litigation to any other county or judicial district.
22. Applicant acknowledges that Building Department Services, Inc. is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
23. Applicant acknowledges that Building Department Services, Inc.'s scope of services for this project does not include any work related in any way to asbestos and/or other hazardous waste. Should Building Department Services, Inc. or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site, or any adjacent or nearby areas which may affect Building Department Services, Inc.'s work, Building Department Services, Inc. may, at its option, terminate work on the project until such time as Applicant retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
24. Applicant agrees to save, keep harmless, indemnify and defend County, Building Department Services, Inc. and their officers, employees and agents from all

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claims, liability, damages and costs, including attorney fees, caused by any act, error or omission on the part of Applicant or on the part of its officers, employees, agents, consultants, contractors or subcontractors.

25. Building Department Services, Inc. agrees to defend and hold harmless and indemnify Applicant from all claims, liability, damages and costs, including attorney fees, caused by any act, error or omission on the part of Building Department

Services, Inc. or on the part of its officers, employees, agents, consultants, contractors, or subcontractors.

26. Building Department Services, Inc.'s liability will be limited to the value of the services that it provides to the Project.

27. This agreement shall be interpreted as though prepared by all parties.

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