CONSULTANT AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

Agreement #: 3117

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND WEST COAST CODE CONSULTANTS, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 1/26/2021
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and WEST COAST CODE CONSULTANTS, INC., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services
for CITY in connection with that certain project called: Plan check services.

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will
be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work
by written reports, to be submitted monthly or as otherwise required in Exhibit "A," Neither party shall
hold the other responsible for damages or delay in performance caused by acts of God, strikes,
lockouts, accidents or other events beyond the control of the other, or the other's employees and
agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will
complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A,
Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $500,000, per fiscal year as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.
6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Chuck Andrews
Community Development
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6757
chandrews@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Donald Zhao
[Redacted]

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.6 of the California Civil Code.

11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with insurance industry standard ACORD form certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. All insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days notice of cancellation except for non-payment of premium which shall not be less than ten (10) days notice of cancellation at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:
   The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement.
in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, employees and servants shall be included as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY and the applicant. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A," and in accordance with CEQA and its applicable guidelines, consistent with the prevailing and customary standards of care in the industry for professional services in the preparation of environmental documentation ("Standards"), and in accordance with the agreed upon work program and schedule, as detailed in Exhibit A-1 attached hereto. City and Consultant further agree as follows: (i) City staff will inform Consultant of any problems in the quality of Consultant's delivered work product within a reasonable period of time, (ii) if requested by City, Consultant will complete the required revisions of such work product to the reasonable satisfaction of City; and (iii) the additional costs of completing such requested revisions will not be chargeable to the City to the extent it is established that Consultant failed to meet the Standards in completing such work, but otherwise the additional costs are recoverable under this Agreement.
16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.
20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of December 9, 2020 through June 30, 2024, unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

SIGNATURE PAGE TO FOLLOW
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Donald Zhao
Printed name
Vice President / Regional Manager
Title

1/19/2021
Date

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

1/25/2021
Date

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

1/26/2021
Date

ATTEST:

Judi A. Herren, City Clerk

1/26/2021
Date
# EXHIBIT “A” – SCOPE OF SERVICES

## A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Community Development Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

## A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1, Fee Schedule. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

## A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

## A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
### A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
Proposal for City of Menlo Park, CA

Building Plan Review Services

West Coast Code Consultants, Inc.
417 Grand Avenue, Suite 201
South San Francisco, CA 94080

CALIFORNIA | UTAH | WASHINGTON | NEVADA | IDAHO

PROJECT CONTACT:
Donald Zhao, PE, MCP, CBO
Vice President, Regional Manager
P: (650) 754-6353
C: (925) 997-4322
E: donald@wc-3.com
Table of Contents

- A Message from the President 3
- Scope of Services 4
- Turnaround Times 6
- Fee Schedule 7
- Our Experienced Team 9
A Message from the President

West Coast Code Consultants, Inc. (WC³) is pleased to present this Proposal for Building Plan Review Services for the City of Menlo Park.

For over 14 years, WC³ has cultivated a strong reputation for providing reliable support and excellent service to Community Development Departments across the West Coast. Our team is comprised of professional engineers, ICC certified building officials, access specialists, plans examiners, building inspectors, permit technicians and other professionals. Our long-standing experience of working on various architectural, structural, mechanical, electrical, plumbing and solar projects has provided WC³ with unparalleled knowledge of the provisions outlined in local codes and ordinances, State Codes, Federal Codes and Standards. Our combined experience, knowledge and customer service is key to our performance and we are confident WC³ is fully capable of meeting the needs of your City.

WC³ has also worked with many jurisdictions on implementing electronic plan check systems and processes. With the recent shelter-in-place orders for COVID-19, we helped a number of cities in the Bay Area transition to electronic building plan check services in a short time frame. We are eager to provide these tools and resources to the City of Menlo Park as well.

We thank you for your consideration of WC³ and look forward to the opportunity of working with the City of Menlo Park in this capacity. We are confident in our ability to serve your community and eager to deliver professional, thorough service with our diverse, experienced team.

If you have any questions or require further information, please feel free to contact myself, or our project manager, Donald Zhao, at anytime.

Sincerely,

Giyen Senaratne
PE, SE, CASp, LEED AP
Principal / CEO
2400 Camino Ramon, Suite 240
San Ramon, CA 94583
P: (925) 275-1700
C: (925) 766-5600

“For over 14 years, WC³ has cultivated a strong reputation for providing reliable support and excellent service”
Scope of Services

BUILDING | MECHANICAL | ELECTRICAL | PLUMBING | FIRE | MORE

WC³ has been serving local jurisdictions with complete plan review, building inspections and additional comprehensive building services for more than 14 years. The company was founded on a commitment to supporting municipalities with exceptional service, code expertise and creative problem solving. The same guiding philosophy continues to serve our clients to this day and WC³ continues to thrive with the ability to adapt to each client’s needs. Whether it’s a 40-story high rise, or a complex mixed-use commercial occupancy, we’ve assisted coastal and inland cities throughout California with all types of projects—both large and small. Our team consists of highly qualified professionals with experience serving numerous jurisdictions in California. WC³ is very familiar with the surrounding locale and has the ability to meet the City of Menlo Park’s individual needs.

When in-house teams are understaffed, require specific expertise on complex projects, or feel overwhelmed with a long list of plan reviews, WC³ is available to support your community through providing your building department with licensed plan check engineers or assisting with plan reviews outsourced to our office. We serve in matters to help fulfill obligations and can join in on phone calls or meetings with city officials, employees or applicants. In many instances, our employees have served jurisdictions in a variety of roles, including plan review, administrative support, permit technicians, construction management and as the Chief Building Official. We strive for complete client satisfaction and our remarkable employees are always ready to assist.

WC³ is recognized as an industry leader with a team who maintains a high level of skill and experience. We host on-going building safety and fire prevention training for field and technical staff, nationally, and remain a leader in meeting ever-changing industry standards. Our employees are continually challenged to enhance their education and pursue relevant certifications. This combination of experience, knowledge and customer service is the key to our success and helps us provide the highest quality of service possible.

Our Team

The WC³ team is comprised of highly qualified...

- Structural Engineers
- Civil Engineers
- Electrical Engineers
- Mechanical Engineers
- Fire Protection Engineers
- Certified Fire Marshals
- Certified Building Officials
- Certified Access Specialists (CASp)
- Certified Plans Examiners
- Certified Building Inspectors
- Certified Fire Inspectors
- Certified Permit Technicians

Teaming with Your Community to Make a Difference | www.WC-3.com
Scope of Services (continued)

We pride ourselves on adapting to the styles and requirements of every client/jurisdiction we serve. The following is a list of professional aspects and services we feel set WC² apart in the industry:

COMPREHENSIVE PLAN REVIEW
WC² provides clients the technical expertise they seek through a complete array of plan review services. Our portfolio includes projects and plan reviews regarding building, preliminary building, structural, fire & life safety, accessibility, energy, mechanical, plumbing, electrical, solar and OSHPD 3 plan reviews. To save time, money and resources, WC² offers clients an electronic plan review option to help simplify and automate the entire operation. And when aggressive construction schedules are struggling to be met, WC² is always available to serve jurisdictions as a third party plan review provider to help expedite processes.

COMPLETE & ACCURATE INSPECTIONS
With a thorough and meticulous eye, WC²’s team of inspectors provide combination, building, fire and accessibility inspections with the intent to ensure projects are in accordance with approved plans and requirements of the adopted codes. Maintaining the necessary ICC certifications and state licenses, they understand the importance of keeping clear and concise documentation and are available to respond to inquiries from the field, as needed, by each jurisdiction.

STAFF AUGMENTATION - ADMINISTRATIVE SERVICES
WC² understands the importance of maintaining a high-quality team to manage workloads in a building department. In today’s business environment, we also realize sometimes it’s difficult, and expensive, for jurisdictions to do. Our program offers jurisdictions a model to extend their teams with continuity and highly trained administrative support, permit technicians, plan review staff and construction management and interim building officials.

CODE INTERPRETATIONS
From background research to expert testimony, WC²’s expertise is often called upon to provide code interpretations. Our staff members are recognized as experienced and knowledgeable in dealing with the International Building Codes and state amendments. Interpretations can be provided verbally or in writing upon request.

ONLINE PERMITTING PLATFORM - ePROCESS360
eProcess360 is an online permitting software application designed to help put a community’s growth and development online. A solution built by building permitting experts, the system accounts for all processes, including online applications, plan reviews, building inspections, collection of fees and more.
Turnaround Times

WC² prides itself in delivering timely services. Using our Plans Portal, plan reviewers and supervisors keep track of all current reviews, resubmittals and due dates. WC² places internal due dates on all projects received from our clients to ensure that comments or approval documents are returned to the City on or before the City’s project due date. For extraordinarily complex projects, WC² will immediately contact the City and agree on an appropriate response time prior to starting the review. Expedited or accelerated plan reviews can be accommodated upon request.

<table>
<thead>
<tr>
<th>PLAN REVIEW TYPICAL TURNAROUND SCHEDULE</th>
<th>Initial (Business Days)</th>
<th>Recheck (Business Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Residential Construction, Additions &amp; Remodels</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>New Multi-Family</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Large Commercial Projects</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>Commercial Additions</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Tenant Improvements</td>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

- All turnaround times have been specified from the day they are received in our offices.
- Typical turnaround times for complex projects is 15-20 days for first reviews and 10 days for re-checks.
Fee Schedule

WC³ proposes the following contract amounts for professional services. Our standard fees are charged at a percentage of the City’s plan review fees. Plan review services include an initial review, second review and a minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the City. WC³ reviewers strive to work with the applicants and designers to ensure all comments are addressed in as few reviews as possible. Any additional services not listed below may be negotiated.

<table>
<thead>
<tr>
<th>BUILDING SERVICES</th>
<th>CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Plan Review</td>
<td>65% of Plan Check Fees</td>
</tr>
<tr>
<td>Structural-Only Plan Review</td>
<td>50% of Plan Check Fees</td>
</tr>
<tr>
<td>Expedited Plan Review</td>
<td>150% of Regular Plan Review Fees</td>
</tr>
<tr>
<td>Fourth and Subsequent Plan Reviews</td>
<td>$125.00/Hour</td>
</tr>
<tr>
<td>Hourly Structural-Only Plan Review</td>
<td>$140.00/Hour</td>
</tr>
<tr>
<td>Revisions/Deferred Submittals/RFIs/ASIs</td>
<td>$125.00/Hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Engineer</td>
<td>$140.00</td>
</tr>
<tr>
<td>Plan Review Engineer</td>
<td>$130.00</td>
</tr>
<tr>
<td>Certified Plans Examiner</td>
<td>$125.00</td>
</tr>
<tr>
<td>CASp Plans Examiner/Inspector</td>
<td>$140.00</td>
</tr>
</tbody>
</table>
NOTES REGARDING THE PROPOSED FEE SCHEDULE:

1. **Overtime:** Overtime will be charged at 150% of the listed hourly rates. Overtime only applies to inspection or permit technician staff that are required to work more than eight (8) hours per day, more than forty (40) hours per week, or on weekends or holidays. No overtime will be charged without written prior authorization by the City.

2. **Mileage Reimbursement:** Miles for travel required as part of this contract will be billed at the current IRS reimbursement rate + 15%.

3. **Reimbursable Expenses:** Reimbursable expenses include items such as special equipment rentals, public transportation costs, bridge tolls, parking, special shipping or printing requirements. These will be billed at cost + 15%.

4. **Consultant Fees:** Should WC³ need to hire a consultant to meet the needs of the contract, this will be billed to the City at cost + 15%. No consultants will be used without written prior authorization by the City.

5. This fee proposal is valid for the first contract year and is subject to annual review and adjustment with approval from the City.

6. Inspections in excess of Forty (40) hours a week, overtime work, holiday work, weekend work, etc. will be invoiced as follows:
   - Overtime ~ One Hundred and Fifty Percent (150%) of regular rates. Overtime is defined as working more than forty (40) hours a week or more than 8 hours a day or working more than six (6) consecutive days in a week.
   - Double Overtime ~ Two Hundred Percent (200%) of regular rates. Double Overtime is defined as working more than twelve (12) hours a day or working more than eight (8) hours on the seventh consecutive day of work.
   - Holiday Work and Weekend Work ~ Two Hundred Percent (200%) of regular rates.

7. Four (4) Hour minimum is required for all requested inspections.

8. Any work performed under prevailing wage procurements will be billed at a rate per the State of California labor regulations.
Our Experienced Team

WC³ has established an experienced team of individuals to seamlessly augment the City of Menlo Park. Copies of full resumes, requisite licensing and certifications may be provided upon request.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Licenses &amp; Certifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Giyan Senaratne</td>
<td>Principal / CEO</td>
<td>Registered Structural Engineer: CA 4457</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Registered Professional Engineer: CA 46194</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Certified Access Specialist (CASp)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+5 Additional Licenses and Certifications</td>
</tr>
<tr>
<td>Donald Zhao</td>
<td>Vice President / Senior Plan Review Engineer</td>
<td>Registered Professional Engineer: CA 79273</td>
</tr>
<tr>
<td>PE, MCP, CBO</td>
<td></td>
<td>ICC Master Code Professional</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+31 Additional Licenses and Certifications</td>
</tr>
<tr>
<td>Chris Kimball</td>
<td>Vice President / Senior Plan Review Engineer</td>
<td>Registered Professional Engineer: CA 67857</td>
</tr>
<tr>
<td>SE, PE, MCP, CBO</td>
<td></td>
<td>ICC Master Code Professional</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+35 Additional Licenses and Certifications</td>
</tr>
<tr>
<td>Keith Ma</td>
<td>Senior Plan Review Engineer</td>
<td>Registered Structural Engineer: CA 5065</td>
</tr>
<tr>
<td>SE, PE</td>
<td></td>
<td>Registered Professional Engineer: CA 64767</td>
</tr>
<tr>
<td>Curtis Hume</td>
<td>Senior Structural Engineer</td>
<td>Registered Structural Engineer: CA 3134</td>
</tr>
<tr>
<td>SE, PE</td>
<td></td>
<td>Registered Professional Engineer: CA 38266</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+3 Additional Licenses and Certifications</td>
</tr>
<tr>
<td>Todd Snider</td>
<td>Senior Plan Review Engineer</td>
<td>Registered Structural Engineer: CA 56311</td>
</tr>
<tr>
<td>SE, PE, CBO</td>
<td></td>
<td>Registered Professional Engineer: CA C 80941</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ICC Certified Building Official</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+16 Additional Licenses and Certifications</td>
</tr>
<tr>
<td>Mike Molyneaux</td>
<td>Senior Plan Review Engineer</td>
<td>Registered Professional Engineer: CA C 80358</td>
</tr>
<tr>
<td>PE</td>
<td></td>
<td>+8 Additional Licenses and Certifications</td>
</tr>
<tr>
<td>Keyvan Irannejad</td>
<td>Senior Plan Review Engineer</td>
<td>Registered Professional Engineer: CA 44539</td>
</tr>
<tr>
<td>PE, CBO</td>
<td></td>
<td>ICC Certified Building Official</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+ 6 Additional Licenses and Certifications</td>
</tr>
</tbody>
</table>
# Our Experienced Team (continued)

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Licenses &amp; Certifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Mason</td>
<td>Senior Plan Review Engineer</td>
<td>Registered Professional Engineer: CA 40321</td>
</tr>
<tr>
<td>PE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Daniel Mooney     | Senior Plan Review Engineer| Registered Professional Engineer: CA 85891  
| PE                |                           | ICC Building Plans Examiner                                      |
| Eric Schneiderjohn| Senior Plan Review Engineer| Registered Professional Engineer: CA 87019  
| PE                |                           | ICC Building Plans Examiner                                      |
| Zahra Fattah      | Senior Plan Review Engineer| ICC Commercial Building Inspector  
|                   |                           | ICC Building Plans Examiner + 6 Additional Licenses and Certifications |
| Yuri Shin         | Plan Review Engineer      | Registered Professional Engineer: CA 87381  
| PE                |                           | ICC Building Plans Examiner                                      |
| George Williams   | Senior Plan Review Engineer| ICC Master Code Professional  
| MCP, CBO          |                           | ICC Certified Building Official + 32 Additional Licenses and Certifications |
| Doug Smith        | Senior Plan Review Engineer| ICC Master Code Professional  
| MCP, CBO          |                           | ICC Certified Building Official + 13 Additional Licenses and Certifications |
| Amar Hasenin      | Senior Plan Review Engineer| ICC Commercial Building Inspector  
|                   |                           | ICC Building Plans Examiner + 3 Additional Licenses and Certifications |
| Alaa Atassi       | Plan Review Engineer      | ICC Building Plans Examiner  
| EIT               |                           | ICC Commercial Building Inspector |
| Jonah Glen        | Plans Examiner            | ICC Building Plans Examiner  
|                   |                           | ICC Commercial Building Inspector  
|                   |                           | ICC Commercial Plumbing Plans Examiner  
|                   |                           | ICC Permit Technician |
| Areli Sanchez     | Plans Examiner            | ICC Building Plans Examiner |
|                   |                           |                                                                 |