**AGREEMENT FOR SERVICES BETWEEN**  
THE CITY OF MENLO PARK AND Synergetic Consulting

THIS AGREEMENT made and entered into at Menlo Park, California, this 17th day of October, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and Synergetic Consulting, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Online Building Permit System

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:

<table>
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<th>1. SCOPE OF WORK</th>
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<tr>
<td>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 &quot;A&quot;, Scope of Services.</td>
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<th>2. SCHEDULE FOR WORK</th>
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<td>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit &quot;A&quot;, 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 &quot;A&quot;. 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.</td>
</tr>
<tr>
<td>FIRST PARTY shall commence work immediately upon receipt of a &quot;Notice to Proceed&quot; from CITY. The &quot;Notice to Proceed&quot; date shall be considered the &quot;effective date&quot; 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.</td>
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<th>3. PROSECUTION OF WORK</th>
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<td>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 &quot;A&quot;, Scope of Services).</td>
</tr>
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</table>
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed 50,000 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, 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 or identified in Exhibit “A”. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. 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% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to 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:

Gene Garces
Admin Services/IT
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6657
gigarc@menlopark.org

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

Edward Rought
Synergetic Consulting
P.O. Box 12154
Reno, NV 89510
775-284-3400
Erought@e-syncn.com

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 2782.8 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 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. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, 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. Worker's Compensation and Employer's Liability Insurance:
The FIRST PARTY shall have in effect during the entire life of this Agreement Worker's 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 Worker's 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, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker's 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. Prior to 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, prior to 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. 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.

The Web Integration Suite product is licensed as referenced in Exhibit “A-1”.

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”.

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 **October 17, 2016 through June 30, 2017** 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

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<th>FIRST PARTY:</th>
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<tr>
<td>Signature</td>
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<tr>
<td>Edward R Rought</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>88-0445893</td>
<td></td>
</tr>
<tr>
<td>Tax ID#</td>
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<th>APPROVED AS TO FORM:</th>
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<tr>
<td>William L. McClure, City Attorney</td>
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<th>CITY OF MENLO PARK:</th>
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<tr>
<td>Signature</td>
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<tr>
<td>Alex D. McIntyre</td>
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<th>ATTEST:</th>
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<tr>
<td>Pamela Aguiar, City Clerk, City of Menlo Park</td>
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EXHIBIT "A" – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Administrative Services/IT Division. 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 general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

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 the amount as detailed in Exhibit “A-1”. 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 prior to 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 prior to 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 IT Manager.
**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.
Web Integration Suite
Proposal for City of Menlo Park, CA

Project Proposal

October 4, 2016

Presented To:
City of Menlo Park
Attention: Gene Garces
Information Technology Department
gjgarces@menlopark.org

Presented By:
Synergetic Consulting
Edward R. Rought, PhD, MBA
PO Box 12154
Reno, Nevada 89510-2154
Office: 775-284-3400
FAX: 775-284-3404
Email: erought@e-syncon.com
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Management Summary

Thank you for the opportunity to provide you with a proposal on the services Synergetic Consulting has to offer your organization. We are presenting this proposal for the development of a Customizable Web application that will allow the City of Menlo Park to accept, review, and issue building permits and allows permit customers to manage their inspection processes using the Web.

Synergetic Consulting is focused on providing the best solutions to our clients using modern project management, state-of-the-art development tools, and a strong team atmosphere. By combining these tools, we can offer the best solution for your project and this proposal starts the process of the implementation of your solution.

This proposal is presented in four parts that cover the analysis of the project, our recommended solution, the investment required to complete the project, and the conclusion of the proposal.

I. Project Analysis
Based on information gathered during our discussion with you about the project, we have prepared an analysis of the system requirements. In this section we recap our understanding of your situation.

II. Recommended Solution
Synergetic Consulting's analysts have prepared a solution customized to the requirements defined in our analysis. This section details our recommended solution to solve the issues raised during our analysis and the assumptions being made about the implementation of the solution.

III. Investment
Based on our recommended solution, this section contains the details of all investments required to implement the solution and the terms for the purchase of the solution. The investment for the following modules is $48,500. Additional consulting time may be purchased separately, at $115 per hour (see Graduated Usage Chart.)

- Base Web System Module with remote installation and training $7,000
- Web Inspection Scheduling Module $7,500
- Web Simple Permits Module $5,000
- Complex Permit Applications Module $7,500
- Simple Permit Type Setups $6,000
- Complex Application Type Setups $1,500
- Web Payment Module with Authorize.Net Interface $5,500
- Web Report Submission Module, using BIRT $3,000
- California Contractor Licensing Board Interface $2,000
- Public User Lookup Module $2,500
- Business License System Interface (approximation) $1,000

IV. Conclusion and Signatures
I. Project Analysis

Project Objectives
Synergetic Consulting is presenting this proposal for the development of a customizable Web application that will allow the City of Menlo Park to issue simple building permits and allows permit customers to manage their inspection processes using the Web. Our customized web application allows your constituency to:

- Schedule, cancel, and review inspections on the user’s permits
- Apply, pay for, and be issued simple permits over the internet, including the specified electrical, mechanical, plumbing, and reroof permits outlined in Attachment A.
- Apply for complex applications that require plan review and pay applicable fees for submission for plan review over the internet.
- Create reports on the Web from reports created with the Business Intelligence Reporting Tool (BIRT)
- Configuration of the payment interface module to use Authorize.Net as a payment processor in accepting payments through the WIS application.
- The specific reports included in this proposal are contained in Attachment A.
- Configure three simple permit types and one application types for complex application submission. The following types are included in this proposal:
  a. Simple Permit Types
     i. Water heater
     ii. Furnace replacement
  b. Complex Application Permit Types
     i. Re-roof
II. Recommended Solution

This section of the proposal provides a detailed description of the solution Synergetic Consulting is presenting to meet the needs of your jurisdiction's requirements, as defined in Project Analysis.

Product Overview

Our customizable set of Web applications are broken into the following modules.

The Web Inspection Scheduling module provides contractors and permits applicants the ability to schedule, cancel, and review inspections over the Web. Once the user has logged in, they will be able to manage inspections for any permits that have been issued under their login.

The Web Simple Permits Module allows your constituency to obtain simple permits over the internet. This module provides for a defined process that guides the user through answering information that allows the system to accept or reject an application without staff intervention. Once the application is accepted, the customer will be able to pay for the permit and be issued the permit. Upon issuance, the permit will be directly added to the Tidemark system as an issued web permit.

The simple permits included in this proposal will include all the permits identified in Attachment A. By defining the decisions that can be done via questions answered on the application screens, the system will be able to allow a permit to be issued or inform the customer of what is needed for a full permit review.

The Complex Applications Module allows your constituency to complete information about a project, allow staff review of the application before acceptance, have the user pay plan review fees, and submit the project for plan review by City staff. This module provides for a site defined process that guides the user through answering information that allows the system to accept or reject an application prior to staff review of the application. Once the application is accepted by staff, the customer will be able to pay for their plan review fees and the application will be inserted into the Tidemark permitting system as an accepted plan review project.

The Web Report Submission Module provides the interface between the web entered report criteria and the integrated reporting facility. The reporting system utilizes the Business Intelligence Reporting Tool (BIRT) system for the design and production of reports in the application. The report design application is included as part of the system and allows your users to define additional reports that can be added to the web application. This proposal only includes the development of the reports identified in Attachment A.

One of the most useful features of this set of applications is that the City of Menlo Park can do further customization using its own staff. With the purchase of these applications, Synergetic Consulting provides the complete source code for both the end-user application and web service application backend to the system. This allows your staff, or local consultants, to add further customization to the product if they so choose.

Base Web System Module

The Base Web System Module provides the underlying database and application structure needed to support the other modules. This module contains the core database tables, login mechanisms, security processes, and overall applications framework that are utilized by the
other modules within the system. The base module includes the user account creation, login, and base screen layout.

The investment required for this module is $7,000.

**Web Inspection Scheduling Module**

The Web Inspection Scheduling Module allows contractors and permit applicants to schedule, cancel, and review their building inspections via the Web. Contractors and homeowners can login and manage inspections for any application their login is associated with and applicants receive a unique login for their specific permit(s).

Inspections can be retrieved by either all available inspections for a case type or for only open inspections on the specific case. This allows jurisdictions to choose the method for displaying available inspections to the user. Once the inspection list has been retrieved, the user can select inspections by clicking in check boxes and selecting the date of the inspection from a drop down list of dates. The date range can be configured to allow inspection scheduling up to two weeks in advance and has the option to set a cutoff time for the current day.

The Cancellation option displays a list of all open inspections for the current case. The user can select which inspections to cancel by clicking the delete button on an inspection. Both scheduling and canceling provide the user with a verification list of their choices and a confirmation of their action taken.

The remaining option, Review, allows the user to see all actions related to inspections that have been completed, including all comments and the inspector's name.

The investment required for this module is $7,500.

**Web Simple Permits Module**

The Web Simple Permits Module allows for the creation of basic Tidemark permits for simple applications as defined in Attachment A.

This module provides the following operations:

- Parcel selection using parcel number or address
- Applicant information entry
- Permit type selection
- Permit information entry by permit type
- Fee calculation using the Tidemark fee tables
- Summary review of all permits applied for
- Ability to delete an application before proceeding to checkout
- Issuance of the simple permit and submission to the Tidemark database

The permit applications received in this module are currently expected to be passed directly into the Tidemark database without review. We use the denial processing to check for all pertinent information needed to approve the application as a front counter permit technician would in talking directly to the applicant. Any additional denial needs your jurisdiction may have would refer the application to a complex permit.

The investment required for this module is $5,000.
Simple Permit Type Setup
The layout for the simple permit screens is an iterative process that will go through all the fields, rules, and dynamic actions needed to make the screens intelligent enough to provide accurate information gathering and decision processes. This procedure will take the list of fields and business rules to be used as the starting point for the layout of the permit type specific screens needed to allow end users to accurately provide the information needed for each permit type.

The four simple permit types are:
• Residential HVAC Change-out
• Residential Water Heater
• Electrical Service Change

The investment required for four simple permit types is $6,000.

Complex Application Module
The Complex Application module is for permits that must go through a review process by the staff from the City of Menlo Park. Using this module a set of plans can be submitted over the web. This module splits the complex permitting process into two phases. In the first phase, the applicant submits information regarding the permit needed, including applicable plans if required by City specifications. In this phase the applicant can start a new application, review currently submitted application, and change application information. Once the application has been reviewed and accepted by City staff, the second phase allows the user to pay any applicable plan review fees and the application is added to the Tidemark system.

This module provides the following options:
• Application submission and revision
• Plans submission and resubmission
• Integrated with Authorize.Net for fee payment
• Ability to review the progress of a submitted application or submitted plans
• Ability to review the comments made to an application or a set of plans
• The specific permit types that will be implemented as full application projects include:
  o Residential Reroof application
  o General building permit

Unlike the Simple Permits module, this module incorporates a feature for submitting plans over the internet which can be reviewed prior to insertion into the Tidemark environment. Once these plans have been reviewed within Tidemark, this module gives the contractor the ability to review comments made about the plans.

The investment required for this module is $7,500.
Web Payment Module
The Web Payment Module provides the interface between the Web Permitting and credit card approval for the applicant. Part of this module is the Transaction Processing functionality which is an open architecture design to allow for the post payment processing of any system. The processor includes the functionality needed to add cases to a Tidemark database.

This module provides the following operations:
- Review all the items in the shopping cart
- Entry of personal information and processing via the payment processor hosted payment page
- Final receipt in PDF format
- Viewing of permits (Simple Permits only) in PDF format
- Automatic emailing of receipt and permit in PDF format

The module will contain a custom interface to Menlo Park's payment processor Authorize.Net. Menlo Park will need to provide technical contact information for the City's payment processor account to allow for establishing a test account and obtaining technical assistance on the interface. If a different payment processing vendor, that vendor needs to provide technical information for the payment processing interface. Any costs charged by the payment processing vendor is the City's responsibility.

The investment required for this module is $5,500.

Web Report Submission Module
The Web Report Submission Module provides the interface between the web entered report criteria and the integrated reporting facility. This module allows for the creation of reports via the BIRT report design tool, processing of the report request by the user, and presentation of the generated PDF (Adobe Portable Document Format) report to the user. The system can support any number of reports in the report selection area and only the reports identified in Attachment A are included in this proposal.

The investment required for this module is $3,000.

Public User Lookup Module
The Public User Lookup Module allows non-registered users to lookup and review site defined information about cases in the Tidemark permitting system. The base lookup module provides lookup by the following options (any can be disabled during implementation as desired):
- Address
- Parcel
- Case / Permit number
- Individual name
- Business Name
Information that is standard with the Lookup module include:

- Permit / case overview information
- People (if desired and allowed under CA ordinance)
- Activities
- Fees
- Conditions

The investment required for this module is $2,500.

**Site Specific Functionality Options**

The following site specific options are included in this proposal:

- California Contractor Licensing Board Interface – this option connects the portal to the California Licensing system to validate a contractor’s license and enable or disable their user account if the license is current and valid.
- Business License System Interface – this option will interface to the City’s Business License system to validate a contractor’s business license. The estimated cost for this option is contingent on the functionality of the Business License system’s API and its ability to integrate with the WIS development platform.
- Tidemark Integration – this option interfaces the WIS application with the Tidemark permitting system to provide access to the Tidemark fee configurations for determining fee amounts to charge, activity configurations for inspection management, selection lists for use on web pages, conditions (if applicable), and all other Tidemark information.
- User entry of application information and declarations will be done through portal screen entries and not use PDF documents to collect the information for an application
- Required fields will use highlighted asterisks to indicate to the user the value is required
- The description of the work to be performed will be dynamically built based on the selections made by the user in completing the applications information screens
- Add the ability for the HOLD/ACCEPT comments to be added to the Tidemark case created
- The information that is committed to the Tidemark case from the portal will be defined during the specification phase of the project
- Add acceptance option to commit the application to Tidemark without being paid for by the user
- When possible, drop down lists will be used for user selection of valid values.
- Group the On-line Applications report by application type and status
- Add login user and action date/time to the information saved to the portal data when an application is committed to Tidemark
- Add Acceptance screen option to only display applications that were initially processed by the current user or see all open applications available to the acceptance screen
- Add admin option for enabling the automatic user logout and the amount of time to elapse before the automatic logout
- Add option for users to select an inspections difficulty level and save that value to the TM time 1 on the Case Activity record.
- Add “Refresh” buttons to all top level data grids in the portal application.
- Add Acceptance option to send an unpaid portal application to TM as an unissued application.

**OpenFACILIS™ Migration Guarantee**

If the City starts the migration process to OpenFACILIS within one year of Go-Live of this Web Integration Suite project, Synergetic Consulting will provide a conversion of the Web Integration
Suite permitting system connectivity from Tidemark to OpenFACILIS as part of this project. This conversion does not include any visible user interface changes, only the connectivity for data retrieval, processing, and updating against the underlying permitting system. This item is included in the investment for the application at no charge, since Synergetic Consulting is an OpenFACILIS Certified Consultant™.

**Project Deliverables**
The projected times for each Project Deliverable phase are based upon a timely turn-around for issue, question, and answer handling between City and Synergetic staff. A Project Management Services / Information Repository (PMSIR) system will be used to coordinate and communicate application issues or change requests and to keep turn-around times efficient.

- **WIS Base System Installation**
The first phase of the project will be to define the site specific modifications and implement a test configuration on Synergetic's servers to allow Menlo Park staff to review and work with the application. This is install is updated throughout the implementation phase to allow easy review by City staff and provide feedback on the actual implementation.

The second phase is to install the Menlo Park WIS application on the City's servers that will be used for testing and/or production. The installation requires two servers for WIS: an internal server that runs the processing and database portions of the application and the external server that delivers the user interface aspects of WIS to the external users and handles the communication to the internal server.

If there will be separate test and production environments, there will need to be two servers for each environment. The servers can be physical or virtual servers and the City's IT staff should contact Synergetic's implementation team for details on the server specifications.

This installation will make the deployment of WIS updates during the testing phases an easy task for the City staff working with Synergetic's implementation team.

- **Specifications Acceptance**
The Specifications Acceptance phase encompasses Synergetic's implementation team working with City staff to define the screen layouts, business rules, and other specifications to create the case type related WIS screens defined in this proposal. The specifications agreed upon will be signed by both parties and be the basis for the development of the final WIS implementation screens. These specifications will be the final authority on what is to be implemented for each of the permit types included in this proposal. (2-4 weeks)

- **Installation for Testing - Part I (on Synergetic Consulting Testing Server)**
The Installation for Testing is divided into two phases. During the first, Testing - Part I, City staff will be able to view progress and provide feedback on the changes to the base WIS application, via remote connection to Synergetic's test servers. City staff will be able to review the application as customization development progresses, according to specifications from the Acceptance of Screen Layouts phase. (2 – 4 weeks)

- **Installation for Testing - Part II (on City's Testing Server)**
The second Installation for Testing places the application on the City's test server(s). City staff will have direct access to test the complete certification testing of final changes to the WIS application and interfaces. (2 – 4 weeks)
• **Production Ready Installation**
  After City staff has completed their certification testing of the WIS implementation on the test server(s), a final version configured for live transactions will be installed. (up to 2 weeks)

• **“Go Live”**
  In this phase, the WIS system will be live for access from links on the City’s public website.

• **Final Acceptance (30 days from “Go Live” date)**
  The Final Acceptance occurs 30 days after “Go Live”. During the 30 day period any issues that occur with the application will be handled by Synergetic’s implementation team. After the 30 day period, support is handled on an as-needed general support basis at Synergetic’s normal support rates.
III. Project Investment

The investment for purchasing this set of Web applications is $48,500. With this investment, the City of Menlo Park receives:

- Base Web System Module with remote installation and training $7,000
- Web Inspection Scheduling Module $7,500
- Web Simple Permits Module $5,000
- Complex Permit Applications Module $7,500
- Simple Permit Type Setups $6,000
- Complex Application Type Setups $1,500
- Web Payment Module with Authorize.Net Interface $5,500
- Web Report Submission Module, using BIRT $3,000
- California Contractor Licensing Board Interface $2,000
- Public User Lookup Module $2,500
- Business License System Interface (approximation) $1,000
- Implementation of simple permits and complex applications as defined in Attachment A (included)
- 8 hours of remote training for your staff and system administrators (included)
- One year of Bronze level HelpDesk support as outlined in the attached WIS Portal HelpDesk Support Levels starting at the go-live of the project (included). Additional years of support are billed on an annual basis for the support level desired by the City.

By using the integrated functionality of this set of Web products, you will reduce your staff workload and increase the service provided to your constituency.

General Terms and Conditions
The following sections define Synergetic Consulting’s standard terms and conditions for the products and services in this proposal.

Source Code Licensing and Ownership
The software source code used in the Web Integration Suite (WIS) is licensed only. All ownership rights remain with Synergetic Consulting. The standard (non-customized) portions of the WIS product that are utilized in the implementation of the City’s portal will be licensed to the City on a non-exclusive basis for use in any way within the City organization. Your license includes unlimited use within your organization, but not selling or giving it away.

The portion of the Web Integration Suite portal created specifically for the City of Menlo Park will be the property of the City.
Payment Terms

• Project Billing
The payment terms for this project include seven milestone progress billings for the WIS Application project phases, on net 30 day / 2% discount if paid within 15 days of invoice. If payment is not received within 30 days of invoice date, work on the project may be halted until payment is received.

These milestones are:
- 20% ($9,700) Contract Acceptance
- 20% ($9,700) Specifications Acceptance
- 20% ($9,700) Installation for Testing – Part I (on Synergetic Consulting Testing Server)
- 15% ($7,275) Installation for Testing – Part II (on City’s Testing Server)
- 10% ($4,850) Production Ready Installation on City’s Production Server
- 5% ($2,425) Go “Live”
- 10% ($4,850) Final Acceptance (30 days from “Go Live” date)

• Additional Development Services
Additional Development Services may be contracted for a specific allotment of time or “Not to exceed” amount and invoiced on a monthly basis as they are performed. The types of services may include: Consulting Services, Documentation Services, Software Support, Systems Analysis, Web Design, or any other consultative services as described in the contract and are billed separately from the regular product purchases.

• Travel Expenses
For any on-site work, out of the Reno-Sparks, Nevada area, or if specialists are required to travel to the Reno/Sparks area for this project, the Client will be billed for the applicable actual airfare, ground transportation, lodging costs, and $65 per-diem per day for each Synergetic Consulting staff member required on-site. Traveling time is normally charged at $50 per hour, for each Synergetic Consulting staff member required on-site, however, travel time will be waived for this project for the City of Menlo Park. Our best efforts will be used to find the most economical pricing for all travel costs. *No travel or on-site visits are expected or proposed with this project.*

• General Conditions
Other than payments due upon start of a project, our normal terms have all invoices due and payable within 30-days from the date of the invoice. If the account exceeds the 30-day term on undisputed amounts and the Client is unable to commit to payment within a reasonable period of time, an interest of 1.5% per month shall be applied to the outstanding delinquent amount and the project or services may be placed on hold until the account is brought current.

The client is responsible for payment of all federal, state (or provincial), and local taxes and duties (except those based on the income of Synergetic Consulting). If you are exempt from certain taxes, you need to provide Synergetic Consulting with a certificate of exemption issued by the applicable taxing authority.

Standard Work Day, Off-Site
Our standard eight-hour work days are Monday through Friday, between 8 am and 5 pm Pacific time, and are charged at $125.00 per hour. Evening, weekend, and holiday hours are billed at $150.00 per hour. Time is billed at quarter hour increments. This is for work performed in our offices on your project, and includes phone meetings, phone support, support via electronic chat, email support, development work, and remote support and development.
On-Site Visits
The on-site visits will be scheduled with your jurisdiction and it is your responsibility to insure that all needed personnel are available for the on-site visit. On-site visits require a three-day minimum (24 hours x 150 = $3,600) and are billed at $150 per person per hour. Time is billed at quarter hour increments after the initial three days. If you need to change the schedule for on-site visits, 14 days advance notice must be provided to Synergetic Consulting. Travel costs are separate. No travel or on-site visits are expected or proposed with this project.

Scope Changes
As part of Synergetic Consulting's Project Management methodology, when the scope of a project changes in any measurable way, the assigned Project Manager will complete a Scope Change document. The document will outline the nature and impact of the proposed scope change on the overall project. Before any work towards the Scope Change is started, an authorized Client Representative must sign off on the Project Change Order, acknowledging the potential time and/or cost impact on the project caused by the Scope Change.

Cancellation Policy
If your jurisdiction cancels the project after work specifically for your project has been started, your jurisdiction will be billed for all consultative hours already used in connection with the project (prior to receipt of notice of termination) at our current standard single hour rate for the type of services performed. All expenses incurred (prior to receipt of notice of termination) specifically for the project will also be due and payable, these include: travel, purchase of products to be delivered to your jurisdiction, or any other specifically listed expenses. Upon receipt of notice of termination, Synergetic Consulting shall immediately cease all work on the terminated project. City shall not be obligated for any fees, costs, charges or expenses incurred by Synergetic following the receipt of the notice of termination. An authorized Client Representative (listed on last page) must issue the notice of termination or reinstatement of a project.

Proposal Acceptance Period
The estimates, rates, terms, and conditions of this proposal are effective for ninety (90) days from the date of this proposal. Should the decision to move forward with the project exceed that timeframe, Synergetic Consulting's estimates, costs, and availability may change.

Graduated Usage Contract Services Pricing
The Graduated Usage Contract allows your organization to start saving from the first hour used and gain additional savings as hours are used without requiring any minimum usage. As the hours get used, they are invoiced according to the range.

Both remote and on-site hours can be combined to qualify for an Hours Range level in the rate chart below:

<table>
<thead>
<tr>
<th>Hours Range</th>
<th>Remote Work Hourly Rate</th>
<th>On-Site Work Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 200</td>
<td>$115</td>
<td>$150</td>
</tr>
<tr>
<td>201 – 500</td>
<td>$105</td>
<td>$126</td>
</tr>
<tr>
<td>501 – 1000</td>
<td>$90</td>
<td>$108</td>
</tr>
<tr>
<td>1001 – 2000</td>
<td>$75</td>
<td>$90</td>
</tr>
<tr>
<td>2001 - 5000</td>
<td>$70</td>
<td>$84</td>
</tr>
</tbody>
</table>
Example

Your organization issues a one-year Purchase Order with a non-to-exceed amount of $50,000 and uses the following number of hours within that year:

The first 40 hours are billed at $125 per hour.  
40 x $125 = $5,000

The next 160 hours are billed at $115.  
160 x $115 = $18,400

The remaining hours are billed at $105.  
253 x $105 = $26,565

Actual cost of 453 hours  
$49,965
IV. Conclusion and Signatures

Synergetic Consulting has the resources, expertise, and proven track record in working with government organizations to provide a superior solution to your needs. We believe in maintaining a long-term collaborative relationship with our clients and look forward to continuing our relationship with your jurisdiction.

Thank you for the opportunity to submit this proposal to your organization. Should you have any questions or need further clarification on any component, please contact your account representative at 775-284-3400.

The investment for purchasing this set of Web applications is $48,500
- Base Web System Module with remote installation and training $ 7,000
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- Web Report Submission Module, using BIRT $ 3,000
- California Contractor Licensing Board Interface $ 2,000
- Public User Lookup Module $ 2,500
- Business License System Interface (approximation) $ 1,000
- Additional remote consulting, not covered in proposal

Total for Customized WIS Application $_____________________

Accepted by: ____________________________________________
Title: ___________________________________________________
Date: ___________________________________________________

City of Menlo Park, California
Address: _______________________________________________

City, ST Zip: ____________________________________________

Client Representative(s) authorized to approve Scope Changes:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
Attachment A

This section contains the list of included reports/forms, simple permit types being implemented, and complex application types being implemented.

**Reports Included**
The following internal user reports are included:
- User registrations
- Application Statistics
- Payment Detail Report
- Site Usage Statistics

The following external user reports are included:
- Pending On-line Applications List
- Completed On-line Applications and Permits List

The following permit processing forms are included:
- Building Permit for simple permits
- Declarations PDF that will be saved to the Tidemark case
- Payment Receipt

**Simple Permits Types Included**
- Residential HVAC Change-out
- Residential Water Heater
- Electrical Service Change

**Complex Application Types Included**
- Residential Reroof application that requires a plan review
- General building permit