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

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND KUTZMANN AND ASSOCIATES, INC.

Agreement #: 1613 Amendment #: 1

THIS FIRST AMENDMENT is made and entered into this 31st day of May, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and Kutzmann and Associates, INC., hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 3 Compensation and Payment of Agreement No. 1613, (“Agreement”), Section 3 Compensation and Payment [amendment to section] to read as follows:

“CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $750,000, per fiscal year as described in Exhibit “A” Scope of Service. 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 quality of the work performed is unacceptable.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1613 remain the same.

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

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Signature
Patricia Kutzmann

Printed name

94-3132142

Tax ID#  

5/7/18

Date

President

Title  

APPROVED AS TO FORM:

William L. McClure, City Attorney

5/22/18

Date

FOR CITY OF MENLO PARK:

Alex D. McIntyre, City Manager

5/5/18

Date

ATTEST:

Judi A. Herren, City Clerk

5/5/18

Date
Scope of Work

FIRST PARTY will provide plan check services for CITY upon request, including but not limited to, review of commercial and residential plans and documents for compliance with the current editions of the California Building Code, California Plumbing Code, California Mechanical Code, National Electric Code, California Title 24 Disabled Access and Energy Conservation regulations, and any local amendments to the above codes hereinafter referred to as "THE CODES". Partial review of plans for compliance to THE CODES will be performed upon request of CITY. In case of disputes in interpretation or application of THE CODES, the final decisions lie with CITY and the authors of THE CODES.

FIRST PARTY will prepare a complete and legible list of corrections citing code references and include the name and phone number of the plan checker who will be available to answer any applicant question. After each review, the list of corrections shall be sent via mail and/or facsimile to both the applicant and CITY. If required for clarification or to expedite the plan review, items shall be discussed by telephone directly with the applicant. When the plans are in compliance, they shall be stamped "approved" on every page, signed, and forwarded via UPS or other carrier to the City of Menlo Park Building Division.
Turn Around Time:

For all moderate sized projects, FIRST PARTY will return the list of corrections to CITY within in ten (10) to fifteen (15) working days from the time the plans are received. The turn-around time for rechecks of plan based on the list of correction will completed within three (3) to five (5) working days. FIRST PARTY can negotiate the turn-around time with CITY for exceptionally large projects.
Exhibit C

Schedule of Charges:

**PERSONNEL**  

**Hourly Billing Rate**

Plan Checkers  

$90.00 - $100.00

Fees are generally seventy percent (75%) of plan-check fees collected by CITY.

The fees cover all services associated with a project plan review, including:

- Delivery of design documents to CITY;
- First, second, and third reviews, if necessary, to approved projects;
- Pre-application, pre-construction, or additional meeting attendance for unusual or complex projects.