

RESOLUTION 2020-11

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING
PROFESSIONAL SERVICES CONTRACTS
FOR PLANS EXAMINERS & INSPECTOR SERVICES**

WHEREAS, commercial building plans require a third-party review for code and fire compliance by a licensed engineer; and

WHEREAS, there is an intermittent need for additional building inspectors due to high volume or training opportunities; and

WHEREAS, tying the City to one provider could create an unacceptable time lag based on availability and workload of an individual engineering firm; and

WHEREAS, the procurement policy allows for a services provider pool; and

WHEREAS, a request for proposals (RFP) was advertised and two submittals were received and reviewed by staff; and

WHEREAS, West Coast Code Consultants, Inc and Shums Coda Association were found to be qualified and are being presented to the Council for contract approval allowing the building department to utilize the services of either of the proposed providers;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

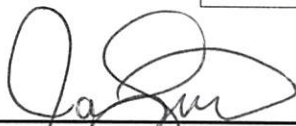
Section 1. Award: Plans examiner and inspector services contracts are hereby awarded to the following firms:

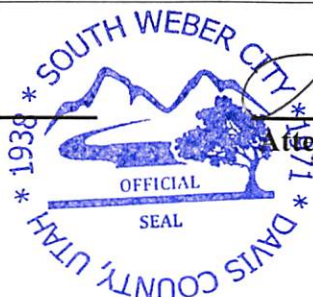
- a. West Coast Code Consultants, Inc
- b. Shums Coda Association


Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 31st day of March 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST


Jo Sjoblom, Mayor




Attest: Lisa Smith, Recorder

PROFESSIONAL SERVICES AGREEMENT PLANS EXAMINERS & INSPECTOR SERVICES

This Professional Services Agreement for Plan Examiners & Inspector Services (the "Agreement") is entered into on the 6th day of April, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **WEST COAST CODE CONSULTANTS, INC.** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City requested Request for Proposals from various qualified firms on January 23, 2020; and

WHEREAS, City selected Consultant to be in a pool of firms approved to provide Plans Examiners & Inspector Services; and

WHEREAS, City will determine, in its sole discretion, when a need for work exists under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Performance of Services.** As a need arises, City agrees to engage Consultant. Consultant agrees to perform services on an individual Work Order basis in accordance with the description of the scope of services set forth in the RFP (inclusive of an addenda) and Response to RFP, attached hereto as incorporated in this Agreement as **Exhibits "A" and "B"**, respectively.
2. **Compensation.** The compensation for any work requested under this Agreement shall be given on an hourly rate as specified in **Exhibit "B"**. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement.
3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Work

Order; scope budget; percentage completed; and a detailed breakdown of hourly rates, specific employees, and dates worked. City agrees, within 30 days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within 30 days, the approved amount will be paid.

4. **Consultant's Standard of Care.** The Consultant shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the City.
5. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.
6. **Term and Renewal.** The term of this Agreement is for five (5) years. Upon review by City the Agreement may be extended for two (2) additional years.
7. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. City may, in its sole discretion, terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination of this Agreement for any reason, Consultant shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations in performing this Agreement, to the City, and such work-in-progress shall become the property of the City.
8. **Consultant's Working Files and Accounting Records.**
 - a) **Working Files.** Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.
 - b) **Accounting Records.** Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. Consultant shall retain and make such records available to City for its examination during

Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

- c) **Audit.** City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.
9. **Insurance.** Consultant shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.
10. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.
11. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Work Orders. In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.
12. **Suspension, Delay, or Interruption of Work.** City may, in its sole discretion, suspend, delay, or interrupt Consultant's services for the convenience of City. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
13. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	West Coast Code Consultants, Inc.
Mark Larsen, Public Works Director	Todd Snider, PE, SE, CBO
1600 E. South Weber Drive	908 W. Gordon Avenue, Suite 3
South Weber, UT 84405	Layton, UT 84041
801-479-3177	801-547-8133
mlarsen@southwebercity.com	todds@wc-3.com

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Work Order and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

14. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order

is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

15. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.
16. **Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 13 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
17. **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement
18. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
20. **Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
21. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

22. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
23. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
24. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.
25. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.
26. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent of partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

SOUTH WEBER CITY CORPORATION




David J. Larson, City Manager

Date: 4/6/2020



Attest: City Recorder, Lisa Smith

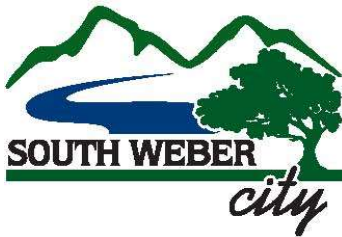
WEST COAST CODE CONSULTANTS, INC.



Todd Snider, PE, SE, CBO

Date: 06 April 2020

EXHIBIT A – Request for Proposals & Addenda



Request for Statement of Qualifications (RFQ)

For

Plans Examiners & Inspectors

Duties: check plans for building codes, fire codes, and zoning codes adopted by South Weber City.

In the areas of International building code, International Residential Code, International Plumbing Code, International Mechanical Code, Fuel Gas Code, Residential Energy Conservation Code, NFPA 70 – National Electrical Code, Americans with Disabilities Act, Commercial Energy Conservation Code, International Fire Code, City Zoning Codes, and any other codes that are applicable.

in

South Weber City, Utah

Response due by 4:00 PM, Thursday, January 23, 2020.

REQUEST FOR STATEMENT OF QUALIFICATIONS

Plans examiner for building codes, fire codes, and zoning codes

PURPOSE OF THIS RFQ

The City will use this selection process as follows:

1. Establish Consultant lists for each Discipline, depending on the City's needs, valid for up to five (5) years. The validity of the established list(s) may be extended by two (2) more years upon City approval.
2. Execute "on call" professional services contracts for selected Disciplines.
3. Based on specific needs, City will use these established lists for further development of project specific contracts.
4. The contracts will be in the form of a Standard Agreement for Professional Services.
5. The Agreements(s) may have an initial term of up to five (5) years and may be extended by an additional two (2) years with City approval.
6. Each Agreement will include a negotiated rate schedule established at the time of its execution. The rates established at the time of contract execution will be valid for the initial term of one (1) year. Revised rates may be re-negotiated annually. No travel time or mileage costs will be entertained in the negotiated fees. Firms are expected to absorb these costs as part of its overhead costs.
7. City, at any time, may abolish the list(s) established using this process prior to the expiration period and initiate a new Consultant selection process to establish new list(s).
8. City may issue separate future solicitations for similar services for project specific professional services outside this process.
9. City is not obligated to issue any contract(s) with this process. The City of South Weber reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date, to modify, amend, reissue or rewrite this document and to procure any or all services by other means.

I. BACKGROUND:

The South Weber City Building and Fire Departments are seeking on-call professional support to assist Building/Fire Department staff with professional services. Services shall include the ability to provide a Certified Building/Fire Inspectors and Certified Plans Examiner.

The City of South Weber is a community of approximately 7,500 residents located along the Wasatch front in Davis County, Utah. The Building/Fire Department are responsible for ensuring that structures are constructed properly to conform to the Municipal Code and Utah Building Codes.

South Weber City is currently experiencing increased demand for land use development and construction. The City is required to maintain an expected level of customer service and therefore seeks to contract with multiple consulting firms to have on-call consultants

available that could assist the City with specific professional services as needed. The Building/Fire Departments at South Weber City have a variety of developments (residential, mixed-use and multi-family residential and commercial projects).

The goal of this Request is to establish a list of approved on-call consultants that would be under contract for a period of up to five fiscal years during which time the on-call consultants would then be utilized based upon expertise and availability. The City of South Weber expects to contract with multiple firms for the same discipline such that the City has the ability to utilize more than one firm at the same time situation depending.

Selected firms would be under contract for the requested services on an as-needed basis. Work will be initiated through the use of task orders/work authorizations prepared by the Consultant to include the deliverables, bid, and timeline for each task. Upon agreement of the cost estimate the task order would then be executed by City Staff authorizing work to proceed by the Consultant.

II. QUALIFICATIONS

Under general qualifications, the Consultant must have the following:

1. Demonstrated experience and knowledge of applicable local, state, and federal codes, laws, and acceptable practices applicable to the City.
2. Demonstrated ability to coordinate and manage the work between various disciplines as required. Demonstrate sufficient resources to be able to respond to the City's request in a timely and efficient manner.
3. Possess appropriate and valid State of Utah-issued license or registration to practice in specific area of discipline.
4. Demonstrated knowledge and capability and capacity to produce project documents in electronic format compatible with the City's system.

The City of South Weber is an Equal Opportunity Employer. Firms that are selected as part of this process shall comply with all applicable laws.

III. SCOPE OF WORK AND SERVICES:

The selected firms or consultants are expected to be familiar with and well versed in all related deliverables required for Building/Fire Departments review services as described in this Request. Interested firms shall have staff with a minimum of five years of similar prior experience working as a City Building Inspector, Fire Inspector, or Plans Examiner.

Consulting firms are not required to be able to offer all the services requested in this RFQ. Firms may bid on all, a combination of or just one of the services requested.

The City is in pursuit of a high level of customer service and professionalism with interaction with all customers served.

The following scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work that it believes will ensure more successful completion of the work.

Plan Check Review

Consultants shall provide comprehensive plan check review, analysis and comments early on to avoid delay with unexpected project requirements late in the process. Projects plans are to be both received and delivered electronically and in hard copy format by consultant. Plans shall be reviewed for compliance with the most recently adopted City Building Codes, ordinances and state and federal requirements.

Plans shall be reviewed by Consultant and provided to City with written comments within 14 business days of submittal. For each subsequent round of review the turn-around time shall be 5 business days. Review to include plans, calculations, specifications and reports for a determination of compliance with all applicable codes, ordinances, laws and regulations.

The review shall provide written comments that include the following:

1. Complete and detailed comments
2. References to plan sheet pages
3. Determination of compliance with all applicable codes, ordinances and regulations
4. References to specific codes, regulations and laws for each noted correction
5. The name and direct phone number for the person who performed the review of said plans
6. Plans Examiner shall make themselves available to review comments with the Applicant as well as the City's Building Official.
7. Review of professionally prepared Structural Plans and Calculations shall be performed by an individual registered in the State of Utah as a Professional Engineer.
8. Commercial and Multi-Family Plans shall also be reviewed by a licensed Utah plans examiner.

Upon consultant determination of plan compliance with applicable codes the approved plans shall be transmitted to the Building Department in a final form ready for building permit issuance with all applicable corrections completed and appropriately denoted on the final plans. The consultant shall wet stamp one set of plans as "Approved."

Building/Fire Inspection

Upon direction by the City, Consultant shall provide inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. In the performance of such duties, Consultant shall observe each project at the completion of the various stages of construction for

compliance with all relevant State and City building codes. The Inspector shall hold necessary Certifications for the tasks as assigned. The Inspector shall have all needed tools for inspection including a vehicle, insurance, etc.

IV. PROJECT REPORTING AND INVOICING:

Consultants shall be available for consultation with the City's Project Manager at all reasonable times and shall immediately advise the City's Project Manager of requirements, technical decisions or problems that may materially affect the project scope, schedule, or cost of an assignment. Any changes to scope of work or budget shall first be authorized by the City and shall be accompanied by a change of work order. The Consultant shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Consultant, the City, the applicant and other involved agencies and organizations.

During the course of the project and to support each invoice, the Consultant shall furnish Progress Reports that shall include a Narrative Report with the following:

1. Specific accomplishments during the reporting period.
2. Problems encountered or anticipated.
3. Accomplishments scheduled for the next reported period.
4. Results of any significant activities.

Progress Reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City's Project Manager. The invoice shall be accompanied by a cost breakdown showing specific persons and classifications being billed for the period. Invoices shall include copies of any sub-consultant invoices should sub-consultants be utilized. Failure of Consultant to submit required reports as directed shall constitute cause for suspension of payment of invoices.

Consultant will keep a copy of all records throughout the project. At the close out of the project, all records will be delivered to the City in an electronic format.

V. CONSULTANT SELECTION PROCESS:

All responses to this RFQ meeting the submittal requirements will be evaluated by a review committee. Written qualifications will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFQ. All firms will be notified, if they have been selected via email. Following the selection committee's evaluation process and determination of firms, the City may contact persons involved in former or current projects by responding firms, including but not limited to reference contacts.

The selection process provides for a review committee to be formed to evaluate consultant proposals. The process and evaluation criteria for selection will include the following:

- A. An evaluation of the firm's qualifications and organization as well as the qualifications of the proposed project team members to perform the services described in the RFQ including comparable experience on projects of similar scope and magnitude.
- B. A demonstration of the firm's and team's understanding of the project scope and requirements. Presentation of an effective approach and management plan including firm's ability to meet project schedules.
- C. An established record of customer service.
- D. The proposals will be evaluated and ranked by the review committee.
- E. The City will then contract with multiple firms to provide on-call Building/Fire inspection and plan review.

VI. PROPOSAL CONTENTS:

The City is interested in information to address the points below. Brief responses are acceptable and encouraged.

- 1) Date of Submittal.
- 2) Firm's structure, legal name, type of entity, background, general qualifications, include employee count by title and profession, year firm was established, contact information.
- 3) How consultant delivers successful, high quality projects while working with low bid contractors, including quality control.
- 4) Please attach individual resumes, with relevant experience working with public entities, specific role and responsibility, number of similar projects completed within the last 5 years. Also include the primary point of contact's name, address, telephone number and email address, as well as an alternate point of contact for each qualification submitted.
- 5) Firm's current workload and backlog.
- 6) Recent experience of the firm in providing services for representative projects identify costs and project complexities that distinguishes your firm's services. Provide the name, address and phone number for owner/client, contractor, operator/facilities manager, or other person that may serve as references.
- 7) Sub-consultants that would be utilized and their specific role. Include firm qualifications.
- 8) Location of the office(s) where work will be performed. Professional license and registration to practice specific discipline in the State of Utah.
- 9) Please identify any recent or pending litigation.
- 10) Confirmation that the required City standard /insurance levels are acceptable.

To demonstrate its qualifications and its ability to perform the Consultant services scoped, Consultant shall submit a proposal also containing the information listed below. Extensive and elaborate proposals are not needed. Complete but concise and clear proposals are desired. Please limit the proposal to no more than 25 pages (in entirety including all promotional material) with no less than a 10-point font.

A. Executive Summary - A brief summary containing highlights of Consultant's proposed approach to the services described in the RFQ, including a clear statement of its understanding of the project and services required. If the detailed approach is not long and complex, an Executive Summary is not essential.

B. Detailed Approach - A detailed presentation of the proposed approach for performing the services, describing how the firm would be organized and structured to ensure:

1. Quality Performance.
2. Responsiveness to City's staff and Project Requirements.

C. Management Plan - A Management Plan describing how the services would be organized, including:

1. An organization chart showing the proposed relationships among design personnel, key employees for the project, field personnel, and any sub-consultants.
2. Name, position, summary of qualifications, and related experience and proposed responsibilities of the Project Manager and key personnel on the proposed project team. Provide references with phone numbers for Project Manager.
3. Proposed plan for quality and cost control to enhance the service, responsiveness to project needs, and to reduce project costs.
4. Task Schedules - for each specified task, the Consultant shall prepare a Preliminary Task Schedule showing the work to be completed. At key points in the project design, allow five (5) working days for City review and formal response.

D. Consultant Firm Information - Consultant shall present the information listed above about the firm and to demonstrate its experience on similar projects to that contemplated in the RFQ. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein.

E. Standard Terms and Conditions - Consultant shall state its willingness to accept the terms and conditions in the standard Agreement for Professional Services. A sample copy of which is attached and can be obtained from the Community Development Department. Consultant shall list items to which it takes exception, and provide alternate working language, if needed. Insurance and other essential requirements are set out in the sample Agreement for Professional Services.

F. Proposal Submittal Procedure - Consultant shall submit its proposal in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter that conforms to the following:
 - (a) Is signed by an officer authorized to bind the Consultant contractually.
 - (b) Confirms the receipt of the RFQ and all Addenda thereto.
 - (c) States that the proposal is firm for a 90-day period.
 - (d) Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - (e) Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.

2. Interested firms shall either submit one (1) electronic copy or three (3) paper copies of the proposal.

3. The proposal shall be addressed to:

Mark Larsen
South Weber City
1600 E South Weber Drive
South Weber, UT 84405
mlarsen@southwebercity.com

4. The proposal must be received at the above address **no later than 4:00 p.m. on Thursday, January 23, 2020.**

Attachment: Exhibit 1 – Sample Agreement for Professional Services
Exhibit 2 – Acknowledgement Form
Exhibit 3 – Consultant Disclosure of Financial Interests

EXHIBIT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the City of South Weber ("CITY") and _____ ("CONSULTANT").

WHEREAS, the CITY desires to obtain professional services for _____ and has issued a Request for Proposals dated _____,

20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated _____, a copy of which is attached and incorporated as Exhibit

B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall

consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. **TERM.** The term of this Agreement will be for a term of _____ years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications. The CITY reserves the right, in its sole discretion, to exercise up to __ one- year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the CONSULTANT at least 30 days' written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B [and/or below if inserting payment schedule] The agreed upon hourly labor rates shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement. The hourly labor rates shall remain firm during the entire ____-year term of this Agreement.

5. **MANNER OF PAYMENT.** CONSULTANT shall submit invoices to CITY on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to:

South Weber City
1600 E South Weber Drive
South Weber, UT 84405
Attn: Accounts Payable

6. **CONSULTANT'S KEY PERSONNEL.** It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. **CITY REPRESENTATIVE.** Except when approval or other action is required to

be given or taken by the City Council, the CITY Manager, or such person or persons as he shall designate in writing from time to time, shall represent and act for the CITY.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include

reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. CONSULTANT shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall always also procure and maintain during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the

CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the Community Development Director or designee and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or

desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the CITY: City of South Weber
1600 E south weber drive
South Weber, UT 84405
Attn: Building Department

If to the CONSULTANT: _____

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under Utah law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the CITY to have access to, examine and make copies, at the CITY's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. CONSULTANT shall not release any reports, information

or promotional materials prepared in connection with this Agreement without the approval of the CITY.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of Utah.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

South Weber City:

CONSULTANT:

(See footnote below)*

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City Attorney

By: _____
Name: _____
Title: _____

*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

ACKNOWLEDGEMENT FORM

**ACKNOWLEDGEMENT FORM FOR SOUTH WEBER CITY AGREEMENT
FOR PROFESSIONAL SERVICES
SOUTH WEBER CITY REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR AS-NEEDED PLANS EXAMINER FOR BUILDINGCODES AND FIRE CODES.**

By signing below, the consultant acknowledges that it has examined the enclosed South Weber City “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

Legal Name of the Firm: _____

Business address: _____

Name of Authorized Person: _____

Signature of Authorized Person: _____ Date: _____

Telephone Number: _____

Email Address: _____

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

EXHIBIT B – Response to Request for Proposals



West Coast Code Consultants, Inc.

January 23, 2020

Mr. Mark Larsen, Public Works Director
South Weber City
1600 E. South Weber Drive
South Weber, UT 84405

RE: Request for Proposal — Plans Examiners & Inspectors

West Coast Code Consultants, Inc. (WC³) is pleased to present our proposal to South Weber City (City) for on-call professional support with Plans Examiner and Inspector services.

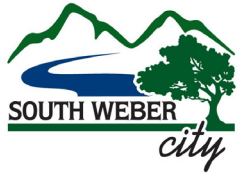
For over 14 years, WC³ has cultivated a strong reputation for providing reliable support and excellent service to community development departments across the West Coast. Our team is comprised of professional engineers, including fire protection and structural engineers, ICC certified officials, access specialists, plans examiners, permit technicians, and other professionals. Our long-standing experience of working on various architectural, structural, mechanical, electrical, plumbing, fire and energy 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 strongly positioned to exceed the plan review needs of South Weber City.

We acknowledge the receipt of the RFQ and its contents, and have reviewed the aspects of the City's Agreement for Professional Services, including the City's insurance requirements. Our proposal is in agreement with said documents and is valid for 90 days after submittal on January 23, 2020. On behalf of WC³, I thank you for your consideration of our firm and look forward to the opportunity of working with the City of South Weber 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 contact myself, or our project contact, Todd Snider, Utah Regional Manager, by email: todds@wc-3.com, or phone: (801) 547-8133, at anytime.

Sincerely,

Chris Kimball, PE, SE, MCP, CBO
Vice President | chrisk@wc-3.com



Mark Larsen
Public Works Director
South Weber City
1600 E South Weber Drive
South Weber, UT 84405

PROPOSAL

Prepared for: South Weber City
Submitted by: January 23, 2020

Plans Examiners & Inspector Services

West Coast Code Consultants, Inc.
908 W. Gordon Avenue, Suite 3
Layton, UT 84041

UTAH | CALIFORNIA | WASHINGTON | NEVADA | IDAHO



Teaming with Your Community to Make a Difference

CONTACT INFO:

Todd Snider, PE, SE, CBO
Utah Regional Manager
P: (801) 547-8133
C: (801) 540-3916
E: todds@wc-3.com

www.WC-3.com



West Coast Code Consultants, Inc.

Table of Contents

▶ A: Executive Summary	3
▶ B: Detailed Approach	4
▶ C: Management Plan	6
▶ D: Firm Information	12
▶ E: Standard Terms & Conditions	16
▶ Acknowledgment Form	17
▶ Appendix A: Resumes	18



P: (801) 547-8133 | C: (801) 540-3916 | E: todds@wc-3.com
908 West Gordon Ave., Suite 3, Layton, UT 84041 | www.WC-3.com



A: Executive Summary

The City of South Weber (City) is located on the Wasatch Front mountain range of Davis County, Utah, approximately 15 to 20 minutes east of our West Coast Code Consultants, Inc (WC³) office in Layton. The community is approximately 7,500 residents and currently experiencing an increase in demand for land use development and construction. The City's Building and Fire Departments are responsible for ensuring that all structures are constructed properly and conform to Municipal and Utah Building Codes. Seeking to maintain high levels of customer service for its citizens, while managing various developments (including residential, mixed-use and multi-family residential and commercial projects), the City is looking to contract with multiple consulting firms to have on-call as consultants. These consulting firms will assist with specific professional services as needed.

As a third party provider of plan review and inspection services, WC³ has been serving the needs of various jurisdictions in Building Safety and Fire Prevention throughout the western United States for over 14 years. Our reputation of reliable, professional service, responsiveness and industry expertise speaks for itself. Our success as a company is dependent upon the relationships of those that we serve and our number one goal is to exceed our client's expectations. We believe WC³ is fully capable of assisting South Weber City as an on-call consultant for the services they seek in plan review and inspection.

We're proud to be experts in code compliance. At WC³, our team is among an elite group of licensed and certified engineers, building officials, and other professionals who regularly stay abreast of current trends and regulations in code. As industry leaders, our team members are frequently requested to train and educate enthusiastic learners from all over the nation; and have received regular invitations to author publications within the industry. With extensive knowledge, expertise and service, we have helped many jurisdictions transform their communities and improve upon safety for their citizens.

As a premier provider of Building Safety and Fire Prevention services, we truly want to team with your community and make a difference. We love working with jurisdictions like South Weber City who embrace the changes required for growth while honoring their community values and citizen loyalty. With this attitude, a partnership with WC³ can bring South Weber City peace of mind in a way that is manageable, sustainable and profitable. Our passion to assist our clients in creating safe communities as they grow is second to none and we are eager to provide on-call plan review and inspection services to South Weber City.

This proposal outlines in more detail our plan and what South Weber City might expect along the way.

B. Detailed Approach

QUALITY PERFORMANCE

WC³ has been serving local jurisdictions and organizations in Building Safety and Fire Prevention for over 14 years. We provide extension and support for projects that is second to none and effectively meet aggressive turn around times to meet our individual clients' needs. We use our industry knowledge and experience, combined with local codes and ordinances, to provide comprehensive, accurate plan reviews and inspections. We have established a qualified, talented team comprised of licensed and certified engineers, architects and other professionals who consistently evaluate and address corrective issues regarding design documents, footings and foundations, structural calculations, soils reports, geotechnical and energy reports, fire protection systems, accessibility, and other project plans. We have performed plan reviews and inspections for residential, commercial, institutional and industrial projects all over the western United States; work in all types of structural and non-structural disciplines; and have experience evaluating a variety of structural, building, mechanical, electrical, plumbing and fire projects.

When jurisdictions are understaffed, require specific expertise on complex projects, or feel overwhelmed with particular projects, WC³ is available to handle all technical aspects or project overflow for your community. We serve in matters to help fulfill obligations and can join in on phone calls or meetings with jurisdictions, city officials, employees or applicants. 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 regularly host training for field and technical staff, all over the nation, and stay abreast of an ever-changing regulatory landscape. Our employees are continually challenged to enhance their education and pursue relevant certifications. We also recognize the value in giving back to our industry and have many staff members who actively participate in local ICC Chapters and other industry organizations of their own accord. This combination of experience, knowledge and customer service is the key to our success and helps WC³ provide the highest quality services 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 & Fire Inspectors
- Certified Permit Technicians
- Other Professionals

B. Detailed Approach *(Continued)*

PROJECT RESPONSIVENESS

In order to provide a clear representation of our process, we present the following outline of procedures we utilize. If necessary, these procedures may be adjusted to better accommodate your jurisdiction's needs.

Plan Review

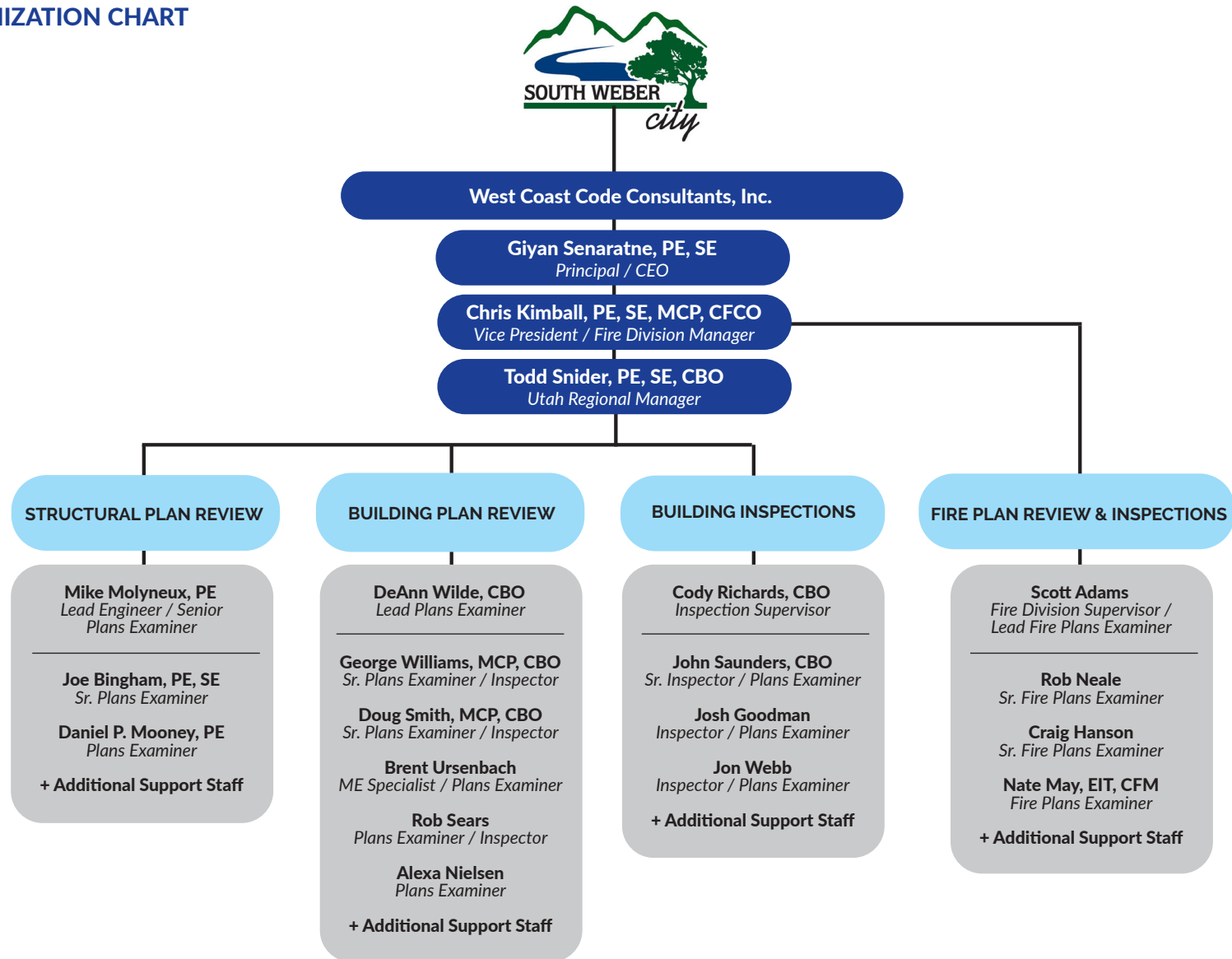
- Format plan review comment lists to compliment the style and requirements of your jurisdiction.
- Prepare a plan review profile specific to your jurisdiction in order to clearly define or identify particular requirements and items of interest to South Weber City.
- Open lines of communication with the Chief Building Official, Fire Marshal and other department staff to ensure accuracy in enforcing City policies.
- When deemed necessary, arrange same day, or within 24 hours, pick up of plans. Alternatively, work with the City to electronically accept, track and record files, securely, through the preferred means of your jurisdiction.
- Conduct complete and detailed plan reviews by licensed Utah plans examiners, within the time frame established by the jurisdiction. Expedited reviews can be accommodated as necessary.
- Supply hard copy or electronic plan review comments, approval letters and project invoices (including direct contact information) as desired by the jurisdiction.
- Be available as necessary to communicate and/or attend system design meetings with property owners, designers, architects, engineers and contractors to assist with questions and plan review responses.
- All structural plans and calculations shall be performed by a registered/licensed State of Utah Professional Engineer. Commercial and multi-family plans shall be reviewed by certified plans examiners.

Inspection

- Become familiar with South Weber City's needs, operations and inspection style, as well as any specific requirements for each inspection.
- Engage with Building and Fire Department staff to understand the City's processes, forms, policies, clients and record keeping.
- A WC³ employee will be assigned as a prime contact in order to maintain communication with senior City staff for assignments, questions, scheduling and support.
- Inspections may be scheduled 24 hours in advance and inspectors will be scheduled for morning, afternoon or full-day increments.
- Update the City's permit tracking software as necessary, including transferring all applicable field notes. WC³ inspectors are trained on all commonly used software systems.
- Build a rapport with frequent contractors and teams on continuous or complex projects. Inspectors will serve as a liaison between the City and other professionals to provide seamless support.
- Perform and/or attend on-site and in-office pre-construction and system design meetings as required. Communicate with property owners, designers, architects, engineers and contractors as necessary to assist with corrections and general project questions.
- Support staff by updating final permits in permit tracking software and archiving permit documentation as necessary, according to the jurisdiction's standards.

C: Management Plan

ORGANIZATION CHART



C. Management Plan *(Continued)*

WC³ has established an experienced team of individuals that would seamlessly augment South Weber City's staff. The following includes a brief summary of our Management Team with key Team Leads and contacts responsible for performing Building Safety and Fire Prevention services to follow. Full resumes for senior staff, with listed licenses and certifications, can be found in Appendix A. Official copies of requisite licensing or certifications, as well as resumes for additional supporting staff may be provided upon request.

MANAGEMENT TEAM



Giyan Senaratne, PE, SE LEED AP, CASp - Principal / CEO

Mr. Giyan Senaratne, SE, PE, the owner of WC³, has more than 32 years of experience providing professional building and life safety services to numerous municipalities and government agencies. He is a registered structural engineer, a registered civil engineer, an ICC certified plans examiner, a LEED AP professional, and a Certified Access Specialist (CASp). He has exceptional experience in performing detailed plan reviews of a wide variety of types of construction and occupancy groups. This includes simple residential homes, multi-family podium projects, high-rise structures, complex industrial plants, and large-scale power plants. He is actively involved with code development at the State level and is a sought-after educator for code trainings for building officials, design professionals, and contractor organizations.



Chris Kimball, PE, SE, MCP, CFCO - Vice President

Mr. Kimball is a licensed engineer and an ICC Master Code Professional. He is also certified by ICC as a building official, fire code official, combination plans examiner, combination building inspector, fire plans examiner/inspector, and as an accessibility plans examiner/inspector. He received his Masters degree with an emphasis in structural engineering and currently serves as the Vice President of WC³. He has performed plan reviews for thousands of projects throughout the Western United States and is an ICC approved instructor. Mr. Kimball also authored the 2018 International Existing Building Code Handbook and co-authored the 2018 International Building Code Handbook.



Todd Snider, PE, SE, CBO - Utah Regional Manager / Project Manager

Mr. Snider is a licensed structural engineer and an ICC certified building official, in addition to being a certified building, mechanical, energy, and accessibility plans examiner. He received his Master's degree from the University of Utah with an emphasis in structural engineering and has served as the Chairman of the Residential Building Committee for the Structural Engineer's Association of Utah (SEAU). He provides plan review services to many jurisdictions throughout the Western United States and has had multiple years of experience in the structural design of a variety of building types. Mr. Snider is an approved ICC instructor and has taught code classes to building official, design professional, and contractor organizations throughout the United States.

C. Management Plan *(Continued)*

UTAH REGIONAL KEY PERSONNEL



Mike Molyneux, PE - Lead Engineer / Sr. Plans Examiner

Mr. Molyneux is a licensed professional engineer as well as an ICC certified building plans examiner and holds multiple ICC inspector certifications. He received his Master's degree from Utah State University with an emphasis in structural engineering. He provides plan review services to many jurisdictions throughout the western United States and has had multiple years of experience in providing structural design of a variety of building types and telecommunication structures.



DeAnn Wilde, CBO - Lead Plans Examiner

Ms. Wilde has worked in the plan review and inspections industry for the past 15 years. She has extensive experience reviewing commercial, residential, industrial, hotels, apartment buildings, and aircraft hangar projects. Ms. Wilde is skilled in project management, records management, development of policies and procedures, management of paperless process as well as automated plans examiner programs.



Cody Richards, CBO - Inspection Supervisor

Mr. Richards is an eight-way combination inspector and certified building official for WC³. Prior to performing code inspections, his background focused on the political aspect of the building industry. He has an excellent understanding of the role government jurisdictions play within the industry. He received a master's degree in public administration and has worked for multiple cities within the planning and development departments. He has served on planning and zoning committees as well as the economic development committee for multiple municipalities. His experience offers him a broad working knowledge of many facets of the field.



Scott W. Adams - Fire Division Supervisor / Lead Plans Examiner

Mr. Adams graduated from the University of Maryland with a Bachelor of Science in Fire Protection Engineering. He is certified as an ICC Fire Code Inspector and Building Plans Examiner; and served as Chairman for the 2002 Winter Olympics Fire Marshals Work Group. He was instrumental in developing the fire and life safety guidelines that were used in both permanent and temporary Olympic facilities as well as planning and implementing the fire prevention and exiting programs for the games. With more than 30 years experience providing fire and life safety reviews, he regularly provides fire prevention training classes on behalf of the ICC.

C. Management Plan *(Continued)*

UTAH REGIONAL ADDITIONAL STAFF

EMPLOYEE	POSITION	LICENSES, CERTIFICATIONS & EDUCATION
STRUCTURAL PLAN REVIEW		
Joe Bingham, PE, SE	Senior Plan Review Engineer	More than 20 years of experience Licensed Structural Engineer
Daniel Mooney, PE	Senior Plan Review Engineer	More than 8 years of experience Master's in Structural Engineering
BUILDING PLAN REVIEW		
George Williams, MCP, CBO	Senior Plan Review Examiner	More than 15 years of experience 34 ICC Certifications
Doug Smith, MCP, CBO	Senior Plan Review Examiner	More than 19 years of experience 20 ICC Certifications
Brent Ursenbach	ME Specialist / Plan Review Examiner	More than 40 years of experience 10 ICC Certifications
Rob Sears	Plan Review Examiner	More than 5 years of experience 10 ICC Certifications
Alexa Nielsen	Plan Review Examiner	More than 5 years of experience 3 ICC Certifications
BUILDING INSPECTION		
John Saunders, CBO	Sr. Inspector / Plan Review Examiner	More than 40 years of experience 11 ICC Certifications
Josh Goodman	Inspector / Plan Review Examiner	More than 5 years of experience 17 ICC Certifications
Jon Webb	Inspector / Plan Review Examiner	More than 25 years of experience 7 ICC Certifications
FIRE PLAN REVIEW & INSPECTION		
Rob Neale	Sr. Fire Plans Examiner	More than 18 years of experience 11 ICC Certifications
Craig Hanson	Sr. Fire Plans Examiner	More than 30 years of experience 12 ICC Certifications
Nate May, EIT, CFM	Fire Plans Examiner	More than 5 years of experience 8 ICC Certifications

C. Management Plan *(Continued)*

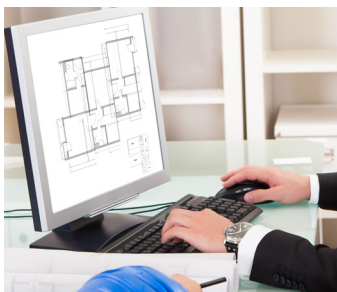
QUALITY & COST CONTROL

As a third-party code consulting company, WC³ is able to assist organizations in all processes associated with regulatory code and compliance. We employ combination plan reviewers and inspectors who, at minimum, are certified for general building, electrical, mechanical, plumbing and fire. International code, state regulations and city ordinances often evolve and change. Having a partner with extensive expertise who understands code compliance helps navigate the challenging landscape and avoids unnecessary expense or headache associated with code concerns. We have reviewed the specific “Scope of Work & Services” as stated in the Request for Qualifications and agree to the terms noted. We would like to provide the following details regarding our service and proposed plan for quality and cost control:



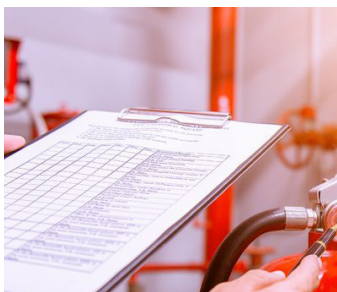
Building Safety & Fire Prevention Plan Review

WC³ specializes in providing plan review services for both simple and complex commercial, industrial and residential projects. All projects are reviewed to ensure compliance with the adopted codes and referenced standards. Each reviewer is well recognized in their field of expertise and maintains the appropriate ICC and third-party certifications/licenses necessary for the project they are assigned. We ensure peace of mind by working closely with jurisdiction staff, design teams, and contractors to meet aggressive schedules and to ensure that code requirements are met. We achieve client confidence by making our teams available to assist with difficult issues and resolve problems quickly. Our best-practice techniques deliver clear comments with accuracy, on-time and within budget. Additionally, we offer innovative, electronic plan reviews to help expedite projects and minimize expenses; as well as review, mark-up and transport plans of any size.



Building & Fire Inspection

WC³ tailors our building and fire inspection services to meet the specific needs of our clients. Our certified team uses their industry knowledge and experience to ensure projects are constructed in accordance with approved plans and per the requirements of adopted codes. For that purpose we maintain qualified inspectors that are not only certified and state licensed, but experienced in small to large-scale projects. WC³ inspectors can be sourced on a full-time or interim basis—and no matter what type of construction or occupancy, we have qualified inspectors to meet each community's needs. Our team understands the importance of keeping clear, concise documentation, holding office hours, answering phone calls, and responding to inquiries from the field as needed by the jurisdiction. Our team will provide the same level of service as if they were members of your own staff.



C. Management Plan *(Continued)*

WORKLOADS & BACKLOGS

If selected to work with South Weber City, our Layton, UT office will be serving this account, with Todd Snider, Utah Regional Manager, spearheading the process and delegating tasks to key personnel and team leads. Our Layton Office regularly maintains a plan review workload of 150 to 200 projects at anytime and when appropriate, employees from other offices assist when needed. WC³ tailors our plan review and inspection services to meet the needs of our clients, and therefore maintains aggressive plan review and inspection turn-around times. Plan review projects are typically completed and processed through the queue within a one- to two-week time period while inspection projects are handled within 24 hours from when inspection requests are made.

TASK SCHEDULES

Our certified team uses their industry knowledge and experience, combined with applicable codes and ordinances to provide expert service. Since good communication is a top priority, we strive to be readily available during business hours to discuss inspections, projects and/or technical data via phone, or other means, with the City’s staff, design team and/or construction team. If by chance our team is unavailable to communicate, every effort is made to return all phone calls and emails within a 24 hour period. Please see the following table for typical turnaround schedules for specific projects:

TYPICAL PLAN REVIEW TURNAROUND	FIRST REVIEW (WORKING DAYS)	RE-CHECK (WORKING DAYS)
New Residential Construction, Additions and Remodels	10	5
New Multi Family - Townhouses	14	10
New Commercial Construction - Small	10	5
New Commercial Construction - Large	15	10
Commercial Additions	10	5
Tenant Improvements	10	5
<i>* All turnaround times have been specified from the day they are received in our office. Typical turnaround times for complex projects is 15 days for the first review and 10 days for any re-check.</i>		
TYPICAL INSPECTION TURNAROUND	REQUEST FOR INSPECTION**	
Building / Fire Inspections	1 DAY PRIOR	
<i>** All requests for inspections from the City must be made one day prior to when inspection is needed.</i>		

D: Firm Information

OVERVIEW

West Coast Code Consultants, Inc. (WC³) is a plan review engineering firm, specializing in unique projects, as well as comprehensive consulting services for municipalities, jurisdictions and government entities. Founded in 2006 by Giyan Senaratne, WC³ has experienced steady growth over the past 14 years and evolved from a small central team in California to an industry leader throughout the western United States. The company has grown to include more than 130 employees with nine different office locations in five states, including San Ramon, CA; South San Francisco, CA; Irvine, CA; Fairfield, CA; Layton, UT; Sandy, UT; Lynnwood, WA; Sparks, NV; and Meridian, ID. WC³ is still solely owned and operated by Mr. Senaratne, debt free and in good financial standing, with no expected change of ownership. There is no current or pending litigation against WC³. If selected, the Layton, UT office will be serving this account with employees from other offices assisting as needed.

CORPORATE OFFICE:

2400 Camino Ramon #240
San Ramon, CA 94583
P: (925) 275-1700
F: (925) 275-0600

FOUNDED	STAFF	CURRENT CLIENTS
2006	130+	300+

REGIONAL OFFICES:

CALIFORNIA

South San Francisco | Irvine | Fairfield

UTAH

Layton | Sandy

WASHINGTON

Lynnwood

NEVADA

Sparks

IDAHO

Meridian



COMMUNICATION

Good communication is top priority for WC³ in providing good service.

Employees and staff assigned to associated City or County projects will be easy to contact by both email and phone.



ON-TIME REVIEWS

Our qualified team can accommodate quick review times. Initial reviews are typically completed within 10 business days and five for follow-ups. Reviews may be expedited upon request.



QUALIFIED

WC³ has been offering plan review and inspection services for over 14 years.

Each team member working on associated projects has obtained all requisite certifications and licensing.



D: Firm Information *(Continued)*

RELEVANT EXPERIENCE

WC³ has extensive experience in providing building code and fire & life safety services for a wide array of projects. Work ranges in scope from single-family residences to complex multiple-story high rises. Past experience also includes plan review and inspection services for schools, universities, energy generation facilities and large public works projects. The following descriptions, photos and references portray recent projects with which we have been involved, followed by client references.



HALE CENTER THEATER

Location: Sandy, UT

Square Footage: 130,000+

WC³ provided the structural review, code review and smoke control review to assist Sandy City in meeting the provisions of regulatory code. This included multiple meetings with the design team in addition to the issuance of standard review comments.



PRIMARY CHILDREN'S HOSPITAL - EOSB

Location: Salt Lake City, UT

Square Footage: 900,000+

WC³ was responsible for providing the structural, fire & life safety and fire system plan reviews in addition to all fire prevention inspections associated with this 6-story medical facility and parking garage shared with the University of Utah.



VERNAL TOWN CENTER

Location: Vernal, UT

Square Footage: 150,000+

Project consisted of a large strip-mall area having retail and restaurant space. WC³ provided the structural, building code and general fire & life safety reviews for the shell buildings, as well as for the tenant improvements and fire suppression submittal.

D: Firm Information *(Continued)*



FOUNTAIN HOUSE APARTMENTS

Location: Sparks, NV
Square Footage: 19,000+

Project consists of 10 multi-family 2- and 4-story buildings that have a total of 236 residential units. It includes a clubhouse, 9,000 square feet of commercial space for restaurants and retail, as well as direct-access garages and rooftop decks.



ST. GEORGE MUNICIPAL AIRPORT

Location: St. George, UT
Square Footage: 35,000+

This new city-owned commercial airport facility is built on a 1,200-acre site having a 9,500 foot runway, two 50-foot wide parallel taxiways, a 35,000ft² terminal building and meets all FAA safety requirements.



MEMORIAL HOSPITAL ADDITION

Location: Rock Springs, WY
Square Footage: 80,000+

Consists of a 4-story, 80,000 square foot hospital addition. It includes a cancer treatment center, pediatrics, surgery centers, a new 10-chair oncology center, radiation oncology, physical therapy, cardiac rehabilitation, psychiatric wing and small pharmacy.



HOME 2 SUITE

Location: Elko, NV
Square Footage: 53,532

Project consisted of a 4-story hotel facility. In addition to providing the complete building code plan review, WC³ provided the general fire and life safety review as well review of the fire sprinkler and alarm submittal.

D: Firm Information *(Continued)*

PROJECT REFERENCES

WC³ provides plan review and inspection services in Building Safety and Fire Prevention to help mitigate safety hazards for many jurisdictions throughout Utah. The projects we have been involved in range in scope from simple residential remodels to projects estimated over billions of dollars. Most of our employees have worked for municipalities and have a wealth of knowledge working in the public sector. The following is a partial list of local jurisdictions for which we have provided these services as well as their respective contact information:

Building Safety



Salt Lake County
Trent Sorenson, Building Official
tsorensoon@slco.org
(385) 468-6693



West Valley City
Jerry Thompson, Building Official
jerry.thompson@wvc-ut.gov
(801) 936-1122



West Jordan City
Layne Western, Building Official
laynew@wjordan.com
(801) 569-5056



South Jordan City
Ty Montalvo, Building Official
tmontalvo@sjc.utah.gov
(801) 254-3742



Sandy City
Jim McClintic, Asst. Building Official
jmclintic@sandy.utah.gov
(801) 568-7266



Weber County
Craig Browne, Building Official
cbrowne@co.weber.ut.us
(801) 399-8374

Fire Prevention



Payson City Fire Department
Scott Spencer, Chief
scotts@payson.org
(801) 465-5252



Washington City Fire Department
Matt Evans, Chief
mevans@washingtoncity.org
(435) 673-4788



Provo City Fire & Rescue
Lynn Schofield, Fire Marshal
lschofield@provo.utah.gov
(801) 852-6321

E: Standard Terms & Conditions

EXCEPTIONS & ACCEPTANCE

This proposal is in agreement with South Weber City's Request for Qualifications. WC³ does not take any exception to the terms, conditions, requirements or "AGREEMENT FOR PROFESSIONAL SERVICES."

WC³ is willing to accept the terms of South Weber City's "Agreement" included with the Request for Qualifications as is, without modifications and has provided a signed "Acknowledgment Form" on the following page.

CONFLICTS OF INTEREST

WC³ specializes in serving government agencies and does not provide professional design services, thus removing the risk of potential conflicts of interest when assisting local jurisdictions. WC³ has no conflict of interest with any applicants applying for permits and has no past, ongoing, or potential conflicts of interest, which may occur due to executing work within your jurisdiction.

INSURANCE

WC³ currently has and will maintain the requirements regarding stated insurance limits for compliance with State statutes, as well as comprehensive general liability coverage including auto, contractual liability, and professional liability coverage. Proof of insurance will be provided within the stated time frame of potential selection as a consultant. Acceptance and acknowledgment of stated insurance limits is provided with the signed "Acknowledgment Form" on the following page.

ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT FORM FOR SOUTH WEBER CITY AGREEMENT
FOR PROFESSIONAL SERVICES
SOUTH WEBER CITY REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR AS-NEEDED PLANS EXAMINER FOR BUILDINGCODES AND FIRE CODES.

By signing below, the consultant acknowledges that it has examined the enclosed South Weber City “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

Legal Name of the Firm: West Coast Code Consultants

Business address: 908 W. Gordon Ave., Suite 3 | Layton, UT 84041

Name of Authorized Person: Chris Kimball, PE, SE, MCP, CBO

Signature of Authorized Person:  Date: 1/23/20

Telephone Number: (801) 547-8133

Email Address: chrisk@wc-3.com

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

Appendix A: Resumes





Giyan Senaratne

PE, SE, LEED AP, CASp



PRINCIPAL / CEO

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
San Jose State University

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
San Jose State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
Washington 49198
California S 4457
Arizona 41242

Professional Engineer
California C-046194
Washington 49198

CERTIFICATES

ICC Certified:
Building Plans Examiner California
Commercial Building Inspector
California Commercial Mechanical
Inspector California Residential
Building Inspector

Other Certifications

LEED AP
Certified Access Specialist (197)

AFFILIATIONS

**Structural Engineers Association of
California**

American Society of Civil Engineers
ICC East Bay Chapter

Mr. Giyan Senaratne, S.E., P.E., the owner of WC³, has more than 32 years of experience providing professional building and life safety services to numerous municipalities and government agencies. He is a registered structural engineer, a registered civil engineer, an ICC certified plans examiner, a LEED AP professional, and a Certified Access Specialist (CASp). He has exceptional experience in performing detailed plan reviews of a wide variety of types of construction and occupancy groups. This includes simple residential homes, multi-family podium projects, high-rise structures, complex industrial plants, and large-scale power plants. He is actively involved with code development at the State level and is a sought-after educator for code trainings for building officials, design professionals, and contractor organizations.

EXPERIENCE

PRINCIPAL / CEO

West Coast Code Consultants, Inc. / 2006 – Present

Manages all services for the firm. Performing plan reviews, building department services, managing contract inspection services, & contract management for various client jurisdictions throughout California.

UNIT MANAGER

Linhart Petersen Powers Associates / Bureau Veritas / 2005 – 2006

Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided training with regards to the structural building code requirements for both new and existing buildings to building official, design professional, and contractor organizations.

PRINCIPAL/MINORITY SHAREHOLDER

Linhart Petersen Powers Associates / 2004 – 2005

Senior Structural Engineer managing the plan review & inspection services for the City of Emeryville. Principal-in-Charge of LP2A operations in Arizona. In addition, reviewed plans for several jurisdictions in Utah & Nevada.

SUPERVISING PLAN REVIEW ENGINEER / ASSOCIATE & SENIOR ASSOCIATE U.S.

Linhart Petersen Powers Associates / 1995 – 2004

Supervising Plan Review Engineer, Associate & Senior Associate
Managed the plan review & inspection services for the City of Emeryville & reviewed residential, commercial, & industrial plans for UBC, IBC, UPC, IPC, UMC, IMC, T-24 Energy & T-24 Accessibility compliance for numerous jurisdictions in California as well as several other states. Assisted jurisdictions with in-house plan review and over-the-counter plan review. Performed Building Official duties on an interim basis.

REGIONAL ENGINEER

International Conference of Building Officials / 1994 – 1995

Reviewed plans of proposed buildings for structural, non-structural, architectural, energy, and accessibility requirements. Provided verbal & written code opinions for conference.

BUILDING OFFICIAL

City of San Mateo, CA / 1993 – 1994

Managed a full range of building services, including public service, plan check, and inspection for a population of 87,000. Coordinated with numerous other City agencies such as Planning, Fire, Police, and public works in construction. Established goals and standards for customer service, staff training, quality control, turn-around times, streamlining building processes, and staff cross-training. Drafted and presented ordinances to the City Council. Represented the City in litigation issues. Reviewed and recommended ADA compliance options for City-owned facilities.



Chris Kimball PE, MCP, CFCO



VICE PRESIDENT / FIRE DIVISION MANAGER

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
Utah State University, 2001

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
Utah State University, 2000

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer

Washington 53117
California C 67857
Nevada 019503
Arizona 48503

Structural Engineer

Utah 4775874-2203

CERTIFICATES

ICC Certified:

Master Code Professional
Certified Building Official
Certified Fire Code Official
Combination Plans Examiner
4-Way Commercial Inspector
Residential Plans Examiner
Residential Energy
4-Way Residential Inspector
Accessibility Plans Examiner/Insp.
Fire Plans Examiner
Fire Inspector I & II

AFFILIATIONS

SEAU

Past President

Beehive Chapter of ICC

Past President

Utah Chapter of ICC

Member

Bonneville Chapter of ICC

Member

AWARDS

SEAU

2014 Engineer of the Year

ICC Utah Chapter

Industry Award for Excellence 2010

Mr. Kimball is a licensed engineer and an ICC Master Code Professional. He is also certified by ICC as a building official, fire code official, combination plans examiner, combination building inspector, fire plans examiner/inspector, and as an accessibility plans examiner/inspector. He received his Master's degree with an emphasis in structural engineering and currently serves as the Vice President of West Coast Code Consultants, Inc. He has performed plan reviews for thousands of projects throughout the Western United States and is an ICC approved instructor. Mr. Kimball has provided code training classes to building official, design professional and contractor organizations all over the United States.

EXPERIENCE

VICE PRESIDENT

West Coast Code Consultants / 2009 – Present

Oversee the plan review and inspection services provided by numerous WC³ offices. This includes the management of administrative, plan review, and inspection staff. Accountable for the complete plan review of projects which are seeking a building permit to ensure that designs are safe and in compliance with the adopted building codes. Responsible for providing technical training classes to clients, building officials, design professionals, contractors, and owners.

PRESIDENT / OWNER

Kimball Engineering / 2005 – 2009

Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided training with regards to the structural building code requirements for both new and existing buildings to building official, design professional, and contractor organizations.

STRUCTURAL PLANS EXAMINER

Salt Lake City Corporation / 2005 - 2007

Performed structural review of plans, specifications, calculations, and engineering reports to ensure compliance with the adopted building codes. Met with clients, design professionals, contractors, and owners to discuss projects during the design-development stage and throughout the construction process. Provided training classes to design professionals to help them understand the structural requirements of the code. Provided engineering design and consulting services for city-owned projects.

CIVIL ENGINEER

U.S. Bureau of Reclamation / 2003 – 2005

Responsible for the structural design of a wide variety of projects including the retrofit of power plants, design of new buildings, and repairs to concrete and earthen dams. Prepared construction documents, including drawings and detailed project specifications for solicited work. Reviewed designs performed by the Technical Services Center, Area offices, and private consultants. Participated in several value engineering studies.

CIVIL ENGINEER

C.A. Dept. of Water Resources / 2002 – 2003

Provided preliminary designs for the repair of levees and other flood mitigation measures. Reviewed proposals and work performed by consultants. Developed required hydrology for modeling purposes. Reviewed hydraulic modeling efforts. Involved in writing/reviewing a joint EIR/EIS. Prepared construction cost estimates.



Todd Snider

PE, SE, CBO



UTAH REGIONAL MANAGER / SENIOR PLAN REVIEW ENGINEER

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
Utah State University, 2010

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
Utah State University, 2006

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer

California C 80941

Texas 107991

Washington 53396

Structural Engineer

Utah 7697949-2203

California S6311

Washington 53396

Nevada 24835

Arizona 65835

CERTIFICATES

ICC Certified:

Building Official

Building Plans Examiner

Mechanical Plans Examiner

Accessibility Plans

Examiner/Inspector

Commercial Energy Plans Examiner

Commercial Building Inspector

Commercial Mechanical Inspector

Residential Energy Plans Examiner

Residential Energy Plans

Examiner/Inspector

AFFILIATIONS

Utah Chapter of ICC

Member

Bonneville Chapter of ICC

Member

**Structural Engineering Association
of Utah (SEAU)**

Member

Mr. Snider is a licensed structural engineer and an ICC certified building official, in addition to being a certified building, mechanical, energy, and accessibility plans examiner. He received his Master's degree from the University of Utah with an emphasis in structural engineering and has served as the Chairman of the Residential Building Committee for the Structural Engineer's Association of Utah (SEAU). He provides plan review services to many jurisdictions throughout the Western United States and has had multiple years of experience in the structural design of a variety of building types. His expertise and knowledge are frequently sought out as an approved ICC instructor and Todd is regularly invited to teach code classes to building official, design professional, and contractor organizations throughout the United States.

EXPERIENCE

UTAH REGIONAL MANGER / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants. Inc. / 2019 – Present

Leads a diverse team of plan reviewers, inspectors and other professionals located in our Layton and Sandy, Utah offices. Manages all inter-office plan review coordination between a variety of WC³ offices, located in multiple states. Regularly trains jurisdictions and other professional organizations throughout the United States in code compliance. Provides code consultation for architects to address code concerns on large projects.

PLAN REVIEW SUPERVISOR / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants. Inc. / 2011 – 2019

Managed plan review services for the Utah Office. Supervised the plan review and provided quality control of various projects. Performed complete plan reviews including, architectural, structural, energy, and Green Code. Trained and mentored staff as well as new plan reviewers in the standards of the company. Established and maintained WC³ standards for plan review services. Provided customer service and oversaw overall customer satisfaction.

PROJECT ENGINEER

Ward Engineering Group / 2006 – 2011

Performed structural design including preparing structural drawings and calculations for various projects. Designed multiple buildings and structures including houses, tilt-up buildings, foundations for metal buildings and LNG tanks, masonry structures, parking garages, hotels, business, and other structures.

ENGINEERING INTERN

United Engineering Group / 2005 - 2005

Designed preliminary plats and final plat layouts for future subdivisions. Prepared drainage reports and studies for various developments. Performed feasibility studies for the development of various properties.



Mike Molyneux, PE



SENIOR PLANS EXAMINER / LEAD ENGINEER

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
Utah State University, 2009

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
Utah State University, 2006

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
Utah 7866573-2202
California C 80358

CERTIFICATES

ICC Certified:

ICC Building Plans Examiner
ICC Building Inspector
ICC Plumbing Inspector
ICC Mechanical Inspector
ICC Residential Building Inspector
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector

AFFILIATIONS

SEAU

Past Secretary/Treasurer
Member

Tri-County Chapter of ICC
Member

Bonneville Chapter of ICC
Member/Education Committee

Mr. Molyneux is a licensed professional engineer as well as an ICC certified building plans examiner and holds multiple ICC inspector certifications. He received his Master's degree from Utah State University with an emphasis in structural engineering and spent several years designing structures prior to focusing on plan review. Mr. Molyneux has performed plan reviews for thousands of projects throughout the western United States. These projects range in scope from simple single-family residences to complex high-rise structures. In addition, he has provided code classes to several ICC Chapters throughout the United States on the structural requirements of the adopted building codes.

EXPERIENCE

STRUCTURAL PLANS EXAMINER / LEAD ENGINEER

West Coast Code Consultants / 2012 – Present

Provided structural and complete plan review services to local jurisdictions throughout Utah, Nevada, California, Texas, and Wyoming. Often provided training with regards to the structural building code requirements for new buildings to building officials, design professionals, and contractor organizations. Oversaw structural plan review staff over multiple offices providing training and coordinating structural plan review services.

PROJECT ENGINEER

Vector Structural Engineers / 2010 - 2012

Provided structural analysis for commercial buildings, residential structures, and telecommunication towers and enclosures. Oversaw completion of construction drawings.

ENGINEER IN TRAINING

Utah State University / 2008 - 2009

Constructed finite element models of highway bridges to conduct a time-history analysis showing responses to earthquake motion. Provided plans to UDOT to implement a strong motion instrumentation plan on highway bridges to monitor damage to highway bridges in the event of an earthquake.

PROJECT ENGINEER

Vectoral Structural Engineers / 2008 - 2009

Provided structural analysis for commercial buildings, residential structures, and commercial signs. Oversaw completion of construction drawings.



DeAnn Wilde

CBO



LEAD PLANS EXAMINER

EDUCATION

**ASSOCIATED DEGREE
GENERAL STUDIES**
Stevens Henager, 1978

LICENSES | CERTIFICATIONS

LICENSES

Combination Inspector
3072851-5601

CERTIFICATES

ICC Certified:

Certified Building Official
Residential Building
Residential Plumbing
Residential Mechanical
Residential Electrical
Commercial Building
Commercial Plumbing
Commercial Mechanical
Commercial Electrical
Building Plans Examiner
Accessibility Inspector/Plans
Examiner

ICMA Certified:

Certified Records Manager

AFFILIATIONS

International Code Council
Member

Utah Chapter of ICC
Member

Bonneville Chapter of ICC
Member

Ms. Wilde has worked in the plan review and inspections industry for the past 15 years. She has extensive experience reviewing commercial, residential, industrial, hotels, apartment buildings, and aircraft hangar projects. Ms. Wilde is skilled in project management, records management, development of policies and procedures, management of paperless processes, and automated plans examiner programs.

EXPERIENCE

LEAD PLANS EXAMINER

West Coast Code Consultants, Inc. / 2016 – Present

Provide plan reviews for a variety of commercial, industrial, and residential projects. Specializes in several code disciplines, including building, mechanical, plumbing, electrical and accessibility.

PLANS EXAMINER / BUILDING INSPECTOR

Ogden City Corporation / 2006 – 2016

Performed complex reviews of commercial, residential, and industrial projects. Responsible for aspects of building department administration including creating policies and procedures, meeting with architects and engineers, performing field inspection, reviewing special inspection reports, interpreting codes and ordinances, data and document management, and other diverse tasks.

SENIOR PLANS EXAMINER

Ogden City Corporation / 2004 - 2006

Managed various city and federally funded projects in downtown Ogden. Prepared requests for proposal and sole source requests for various city construction projects. Worked directly with contractor to ensure completion of construction projects. Wrote various reports, proposals, and applications for funding of city construction projects.

DEPUTY CITY RECORDER

Ogden City Corporation / 1989-2004

System administrator for the citywide electronic records management system. Responsible for the efficient and proper operation of municipal elections.



Cody Richards

CBO



INSPECTOR SUPERVISOR / PLANS EXAMINER

EDUCATION

**MASTER OF ENGINEERING
PUBLIC ADMINISTRATION**
Southern Utah University, 2011

**BACHELOR OF SCIENCE
PSYCHOLOGY**
Utah State University, 2009

**STUDIED:
CONSTRUCTION MANAGEMENT**
Weber State University, 2008

LICENSES | CERTIFICATIONS

LICENSES

Combination Inspector
Utah

CERTIFICATES

ICC Certified:

Certified Building Official
Residential Building Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Residential Electrical Inspector
Commercial Building Inspector
Commercial Mechanical Inspector
Commercial Residential Plumbing
Inspector
Commercial Electrical Inspector
Fire Inspector I

AFFILIATIONS

Bonneville Chapter of ICC
Current President
Vice President, 2014 - 2019

Mr. Richards is an eight-way combination inspector and certified building official for WC³. Prior to performing code inspections, his background was focused mainly on the political aspect of the building industry. He has an excellent understanding of the role governmental jurisdictions play within the industry. He received a Master's Degree in Public Administration from Southern Utah University and has worked for multiple cities within the planning and developing departments. He has served on the planning and zoning committee as well as the economic development for multiple municipalities. His studies and experience have given him a broad working knowledge of many facets of the field, including government organization and administration, Auto-Cad, GIS, takeoff software, and commercial/residential plan review and inspections.

EXPERIENCE

INSPECTOR SUPERVISOR / PLANS EXAMINER

West Coast Code Consultants, Inc. / 2014 – Present

Responsible for most of the residential plan reviews and some commercial code reviews for the Utah office. Provides full inspection services for multiple jurisdictions and other government agencies. Some inspection projects include hospitals, Cabela's, Hyatt Hotel, clinical and dental offices, elementary schools, Farmington Station Park, retail shells and tenant improvements. Is responsible for all Wyoming operations including the oversight of plan review and scheduling and managing inspection staff.

CHILD ABUSE INVESTIGATOR

State of Utah / 2012 - 2014

Fielded initial calls reporting child abuse. Made initial well child visits. Worked with multiple agencies and jurisdictions as lead to investigations of child abuse, which included forensic child interviewing, third party witness interviewing, and collection of physical evidence. Drafted and served warrants for court action. Participated in court proceedings as part of a prosecution team and as an expert witness.

EXECUTIVE INTERN

Clearfield City Corps. / 2012

Completed a statistical analysis related to disproportionate fees the city charges with business license. Worked closely with multiple departments including Executive, Police and Community Development. Through research he developed a new fee schedule to help the city appropriately recuperate costs and recommended new zoning classes for rental properties. Different classifications for rental properties were adopted because of the research and proposals.

MASTER TRAILS PLAN COORDINATOR

Town of Brian Head / 2011

Responsible for gaining easements and licenses for the towns master trails plan. From IS maps identified ownership of certain parcels and tracked down contact information for these property owners. Contacted and negotiated contracts with private landowners, Iron County SITLA, and Brian Head Resort. With oversight of the city attorney, Mr. Richards drafted specific easement contracts and collected signatures. He coordinated portion of the project with other agencies, including Brian Head Town, Forest Service, RTCA, SUU and Cedar Breaks National Monument.



Scott W. Adams



FIRE DIVISION SUPERVISOR / LEAD FIRE PLANS EXAMINER

EDUCATION

**BACHELOR OF SCIENCE
FIRE PROTECTION ENGINEERING**
University of Maryland, 1987

U.S. NATIONAL FIRE ACADEMY
Emmitsburg, MD

LICENSES | CERTIFICATIONS

CERTIFICATES
ICC Certified:
Building Plans Examiner
Fire Inspector I & II

AFFILIATIONS

ICC FIRE SERVICE MEMBERSHIP COUNCIL
Chair of Governing Committee

International Fire Marshals Association
Past President

**NFPA Western Regional Fire Code
Development Committee**
Past Committee Member

NFPA-1 Fire Code
Past Technical Committee Member
NFPA-101 Assembly Occupancy
Committee Member

**Western Fire Chief's Uniform Fire Code
Development Committee**
Past Chairman

**International Fire Code Performance
Committee**
Past NFPA Representative

Utah Fire Marshal's Association
Past Chairman

Utah Fire Service Certification Council
Past Chairman

**City of South Salt Lake
Planning Commission**
Past Chairman

AWARDS

**IFC/Western Fire Chief's Assoc.
Robert W. Gain Award - 2002**
Outstanding Contributions to Fire
Service and Fire Prevention

Mr. Adams has over 30 years of experience in fire and life safety consulting in both municipal government and private practice. Mr. Adams graduated from the University of Maryland with a Bachelor of Science degree in Fire Protection Engineering. Mr. Adams has served and chaired various NFPA and ICC code development and technical committees. Mr. Adams is certified as an ICC Fire Code Inspector II and Building Plans Examiner. He served as Chairman for the 2002 Winter Olympics Fire Marshals Work Group and is a respected instructor throughout the US and Internationally.

EXPERIENCE

LEAD FIRE PLANS EXAMINER / FIRE & LIFE SAFETY CONSULTANT

West Coast Code Consultants, Inc. / 2017 – Present

Oversee the plan review and building inspection services provided by the Utah Regional Office. This includes the management of administrative, plan review, and inspection staff. Accountable for the complete plan review of projects which are seeking a building permit to ensure that designs are safe and in compliance with the adopted building codes. Responsible for providing technical training classes to clients, building officials, design professionals, contractors, and owners.

ASSISTANT FIRE CHIEF / DISTRICT FIRE MARSHAL

Park City Fire Service District / 1997 - 2017

Oversaw the fire prevention bureau activities for fire and life safety code compliance, drawing reviews, inspecting and performing acceptance test for all fire and life safety, specialized engineered fire protection and detection systems, smoke control systems and detailed water supply analysis. Provide interpretations on fire and building code questions to local code authorities and design professionals. Establish and implement internal communications with company fire officers to keep them apprised of activities and new construction within the Fire District.

CHIEF FIRE PROTECTION ENGINEER

State of Utah Fire Marshal's Office / 1992 - 1997

Assigned by State Fire Marshal to develop the fire protection engineering office. Oversaw the activities within the Utah State Fire Marshal's for drawing reviews, inspecting and performing acceptance test for all fire sprinkler systems, fire alarm systems, specialized engineered fire protection and detection systems, smoke control systems and detailed water supply analysis. Provided interpretations to fire and building code questions for local code authorities and design professionals.

CONSULTING FIRE PROTECTION ENGINEER

Protection Consultants, Inc. / 1990 – 1992

Rolf Jensen & Associates, Inc. / 1985-1990

Performed Fire & Life Safety Inspections for Hazards in existing and new Commercial, Educational, Industrial, Institutional, Petro-Chemical and Residential Facilities. Performed detailed Fire Protection Water Supply Analysis and Testing for commercial, educational, industrial, institutional, Petro-chemical and residential occupancies. Reviewed the design of fire protection and detection systems to ensure compliance with applicable design codes and standards. Performed Fire Safety Evaluation System (FSES) surveys.

FIREFIGHTER II / EMT

South Salt Lake City / 1978 - 1988



EXHIBIT “B”

SCHEDULE OF FEES

A. PLAN REVIEW SERVICES

1. **Basic Fees:** For complete plan review of single-family residential projects, fees will be assessed on an hourly basis using the Table of Hourly Billing Rates attached hereto. For complete plan review of commercial projects (including multi-family apartment projects), the fees be a fixed rate. This fixed fee will equal forty-two percent (42%) of the building permit fee as determined by Appendix L of the 2018 IRC and the building valuation based on the building and use and area in accordance with the latest ICC Valuation Table. This “fixed-fee” plan review fee covers a first, second and quick third review (for approval purposes only). The fees noted herein are good for the first two (2) years of the Agreement and may be renewed when mutually agreed upon.
2. **Other Fees:** In addition to the Basic Fees described above, time and materials methods, stated in the Table of Hourly Billing Rates, will be used for determining fees for the following types of services:
 - a. Fire and life safety plan reviews are not performed as part of the “basic fee” collected as part of our complete plan review services. These reviews will be performed by ICC certified fire plans examiners at the hourly rates noted in Table of Hourly Billing Rates.
 - b. If the Jurisdiction does not require a complete plan review but would like assistance with specialty reviews (e.g. structural, mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in Table of Hourly Billing Rates.
 - c. Fees for problem plan checks which require more than a quick third check to approve the project (when mutually agreed upon between the Jurisdiction and Consultant) will be based on the hourly rates noted in Table of Hourly Billing Rates.
 - d. Expedited reviews, which are performed in half the initial review time noted in our proposal, will be billed at of 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.
3. **Invoicing:** Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of receipt of the invoice.

B. BUILDING INSPECTION SERVICES

1. **Basic Fees:** Building inspection services will be billed hourly at the rates listed in the Table of Hourly Billing Rates. Also, the Table shows the rates associated for miscellaneous charges such as trip fees to the jurisdiction, mileage reimbursement within the jurisdiction and overtime rates, etc.



908 W. GORDON AVE., SUITE 3
LAYTON, UTAH 84041
OFFICE: (801) 547-8133
FAX: (801) 820-9089

2. **Off-hour Inspections:** Early, after-hour, weekend, or holiday inspections may be requested but will be billed at of 150% of the above noted fees and are contingent upon the availability of staff to perform these inspections
3. **Reimbursable Expenses,** when deemed necessary, will be mutually agreed upon and may include special equipment rentals, any public transportation costs, bridge tolls, parking and special shipping or printing requirements.

TABLE OF HOURLY BILLING RATES*

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Plan Review Engineer (Structural).....	120
Fire Plans Examiner.....	95
Building Plans Examiner (Mechanical, Electrical, Plumbing, etc.).....	95
Combination Inspector.....	72 ¹
Trip Fee.....	65
Overtime.....	150% of Above Listed Rates
Miscellaneous charges.....	To include
Mileage (within jurisdiction).....	Current IRS Rate
Reimbursable Expenses ²	Time and Materials

Footnotes:

1. There is a two hour minimum everytime WC3 is deployed for inspections.
2. Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.

PROFESSIONAL SERVICES AGREEMENT PLANS EXAMINERS & INSPECTOR SERVICES

This Professional Services Agreement for Plan Examiners & Inspector Services (the "Agreement") is entered into on the 6th day of April, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **SHUMS CODA ASSOCIATES** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City requested Request for Proposals from various qualified firms on January 23, 2020; and

WHEREAS, City selected Consultant to be in a pool of firms approved to provide Plans Examiners & Inspector Services; and

WHEREAS, City will determine, at its sole discretion, when a need for work exists under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Performance of Services.** As a need arises, City agrees to engage Consultant. Consultant agrees to perform services on an individual Work Order basis in accordance with the description of the scope of services set forth in the RFP (inclusive of an addenda) and Response to RFP, attached hereto as incorporated in this Agreement as **Exhibits "A" and "B"**, respectively.
2. **Compensation.** The compensation for any work requested under this Agreement shall be given on an hourly rate as specified in **Exhibit "B"**. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement.
3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Work Order; scope budget; percentage completed; and a detailed breakdown of hourly rates, specific employees, and dates worked. City agrees, within 30 days after receipt of each payment request,

either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within 30 days, the approved amount will be paid.

4. **Consultant's Standard of Care.** The Consultant shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the City.
5. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.
6. **Term and Renewal.** The term of this Agreement is for five (5) years. Upon review by City the Agreement may be extended for two (2) additional years.
7. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. City may, in its sole discretion, terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination of this Agreement for any reason, Consultant shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations in performing this Agreement, to the City, and such work-in-progress shall become the property of the City.
8. **Consultant's Working Files and Accounting Records.**
 - a) **Working Files.** Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.
 - b) **Accounting Records.** Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

- c) **Audit.** City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.
9. **Insurance.** Consultant shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.
10. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.
11. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Work Orders. In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.
12. **Suspension, Delay, or Interruption of Work.** City may, in its sole discretion, suspend, delay, or interrupt Consultant's services for the convenience of City. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
13. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City

South Weber City
 Mark Larsen, Public Works Director
 1600 E. South Weber Drive
 South Weber, UT 84405
 801-479-3177
mlarsen@southwebercity.com

Consultant

Shums Coda Associates
 Jody Hilton
 5782 S. 920 E.
 Murray, UT 84121
 385-302-6437
jody.hilton@shumscoda.com

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Work Order and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

14. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

15. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

16. **Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 13 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
17. **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement
18. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
20. **Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
21. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.
22. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
23. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
24. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

25. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

26. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent of partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

SOUTH WEBER CITY CORPORATION



David J. Larson, City Manager

Date: 4/6/2020



Attest: City Recorder, Lisa Smith

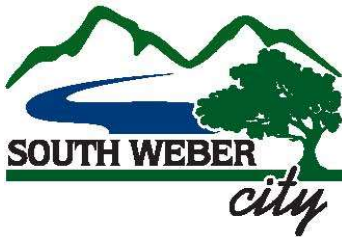
SHUMS CODA ASSOCIATES



Christine Godinez

Date: 04/06/2020

EXHIBIT A – Request for Proposals & Addenda



Request for Statement of Qualifications (RFQ)

For

Plans Examiners & Inspectors

Duties: check plans for building codes, fire codes, and zoning codes adopted by South Weber City.

In the areas of International building code, International Residential Code, International Plumbing Code, International Mechanical Code, Fuel Gas Code, Residential Energy Conservation Code, NFPA 70 – National Electrical Code, Americans with Disabilities Act, Commercial Energy Conservation Code, International Fire Code, City Zoning Codes, and any other codes that are applicable.

in

South Weber City, Utah

Response due by 4:00 PM, Thursday, January 23, 2020.

REQUEST FOR STATEMENT OF QUALIFICATIONS

Plans examiner for building codes, fire codes, and zoning codes

PURPOSE OF THIS RFQ

The City will use this selection process as follows:

1. Establish Consultant lists for each Discipline, depending on the City's needs, valid for up to five (5) years. The validity of the established list(s) may be extended by two (2) more years upon City approval.
2. Execute "on call" professional services contracts for selected Disciplines.
3. Based on specific needs, City will use these established lists for further development of project specific contracts.
4. The contracts will be in the form of a Standard Agreement for Professional Services.
5. The Agreements(s) may have an initial term of up to five (5) years and may be extended by an additional two (2) years with City approval.
6. Each Agreement will include a negotiated rate schedule established at the time of its execution. The rates established at the time of contract execution will be valid for the initial term of one (1) year. Revised rates may be re-negotiated annually. No travel time or mileage costs will be entertained in the negotiated fees. Firms are expected to absorb these costs as part of its overhead costs.
7. City, at any time, may abolish the list(s) established using this process prior to the expiration period and initiate a new Consultant selection process to establish new list(s).
8. City may issue separate future solicitations for similar services for project specific professional services outside this process.
9. City is not obligated to issue any contract(s) with this process. The City of South Weber reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date, to modify, amend, reissue or rewrite this document and to procure any or all services by other means.

I. BACKGROUND:

The South Weber City Building and Fire Departments are seeking on-call professional support to assist Building/Fire Department staff with professional services. Services shall include the ability to provide a Certified Building/Fire Inspectors and Certified Plans Examiner.

The City of South Weber is a community of approximately 7,500 residents located along the Wasatch front in Davis County, Utah. The Building/Fire Department are responsible for ensuring that structures are constructed properly to conform to the Municipal Code and Utah Building Codes.

South Weber City is currently experiencing increased demand for land use development and construction. The City is required to maintain an expected level of customer service and therefore seeks to contract with multiple consulting firms to have on-call consultants

available that could assist the City with specific professional services as needed. The Building/Fire Departments at South Weber City have a variety of developments (residential, mixed-use and multi-family residential and commercial projects).

The goal of this Request is to establish a list of approved on-call consultants that would be under contract for a period of up to five fiscal years during which time the on-call consultants would then be utilized based upon expertise and availability. The City of South Weber expects to contract with multiple firms for the same discipline such that the City has the ability to utilize more than one firm at the same time situation depending.

Selected firms would be under contract for the requested services on an as-needed basis. Work will be initiated through the use of task orders/work authorizations prepared by the Consultant to include the deliverables, bid, and timeline for each task. Upon agreement of the cost estimate the task order would then be executed by City Staff authorizing work to proceed by the Consultant.

II. QUALIFICATIONS

Under general qualifications, the Consultant must have the following:

1. Demonstrated experience and knowledge of applicable local, state, and federal codes, laws, and acceptable practices applicable to the City.
2. Demonstrated ability to coordinate and manage the work between various disciplines as required. Demonstrate sufficient resources to be able to respond to the City's request in a timely and efficient manner.
3. Possess appropriate and valid State of Utah-issued license or registration to practice in specific area of discipline.
4. Demonstrated knowledge and capability and capacity to produce project documents in electronic format compatible with the City's system.

The City of South Weber is an Equal Opportunity Employer. Firms that are selected as part of this process shall comply with all applicable laws.

III. SCOPE OF WORK AND SERVICES:

The selected firms or consultants are expected to be familiar with and well versed in all related deliverables required for Building/Fire Departments review services as described in this Request. Interested firms shall have staff with a minimum of five years of similar prior experience working as a City Building Inspector, Fire Inspector, or Plans Examiner.

Consulting firms are not required to be able to offer all the services requested in this RFQ. Firms may bid on all, a combination of or just one of the services requested.

The City is in pursuit of a high level of customer service and professionalism with interaction with all customers served.

The following scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work that it believes will ensure more successful completion of the work.

Plan Check Review

Consultants shall provide comprehensive plan check review, analysis and comments early on to avoid delay with unexpected project requirements late in the process. Projects plans are to be both received and delivered electronically and in hard copy format by consultant. Plans shall be reviewed for compliance with the most recently adopted City Building Codes, ordinances and state and federal requirements.

Plans shall be reviewed by Consultant and provided to City with written comments within 14 business days of submittal. For each subsequent round of review the turn-around time shall be 5 business days. Review to include plans, calculations, specifications and reports for a determination of compliance with all applicable codes, ordinances, laws and regulations.

The review shall provide written comments that include the following:

1. Complete and detailed comments
2. References to plan sheet pages
3. Determination of compliance with all applicable codes, ordinances and regulations
4. References to specific codes, regulations and laws for each noted correction
5. The name and direct phone number for the person who performed the review of said plans
6. Plans Examiner shall make themselves available to review comments with the Applicant as well as the City's Building Official.
7. Review of professionally prepared Structural Plans and Calculations shall be performed by an individual registered in the State of Utah as a Professional Engineer.
8. Commercial and Multi-Family Plans shall also be reviewed by a licensed Utah plans examiner.

Upon consultant determination of plan compliance with applicable codes the approved plans shall be transmitted to the Building Department in a final form ready for building permit issuance with all applicable corrections completed and appropriately denoted on the final plans. The consultant shall wet stamp one set of plans as "Approved."

Building/Fire Inspection

Upon direction by the City, Consultant shall provide inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. In the performance of such duties, Consultant shall observe each project at the completion of the various stages of construction for

compliance with all relevant State and City building codes. The Inspector shall hold necessary Certifications for the tasks as assigned. The Inspector shall have all needed tools for inspection including a vehicle, insurance, etc.

IV. PROJECT REPORTING AND INVOICING:

Consultants shall be available for consultation with the City's Project Manager at all reasonable times and shall immediately advise the City's Project Manager of requirements, technical decisions or problems that may materially affect the project scope, schedule, or cost of an assignment. Any changes to scope of work or budget shall first be authorized by the City and shall be accompanied by a change of work order. The Consultant shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Consultant, the City, the applicant and other involved agencies and organizations.

During the course of the project and to support each invoice, the Consultant shall furnish Progress Reports that shall include a Narrative Report with the following:

1. Specific accomplishments during the reporting period.
2. Problems encountered or anticipated.
3. Accomplishments scheduled for the next reported period.
4. Results of any significant activities.

Progress Reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City's Project Manager. The invoice shall be accompanied by a cost breakdown showing specific persons and classifications being billed for the period. Invoices shall include copies of any sub-consultant invoices should sub-consultants be utilized. Failure of Consultant to submit required reports as directed shall constitute cause for suspension of payment of invoices.

Consultant will keep a copy of all records throughout the project. At the close out of the project, all records will be delivered to the City in an electronic format.

V. CONSULTANT SELECTION PROCESS:

All responses to this RFQ meeting the submittal requirements will be evaluated by a review committee. Written qualifications will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFQ. All firms will be notified, if they have been selected via email. Following the selection committee's evaluation process and determination of firms, the City may contact persons involved in former or current projects by responding firms, including but not limited to reference contacts.

The selection process provides for a review committee to be formed to evaluate consultant proposals. The process and evaluation criteria for selection will include the following:

- A. An evaluation of the firm's qualifications and organization as well as the qualifications of the proposed project team members to perform the services described in the RFQ including comparable experience on projects of similar scope and magnitude.
- B. A demonstration of the firm's and team's understanding of the project scope and requirements. Presentation of an effective approach and management plan including firm's ability to meet project schedules.
- C. An established record of customer service.
- D. The proposals will be evaluated and ranked by the review committee.
- E. The City will then contract with multiple firms to provide on-call Building/Fire inspection and plan review.

VI. PROPOSAL CONTENTS:

The City is interested in information to address the points below. Brief responses are acceptable and encouraged.

- 1) Date of Submittal.
- 2) Firm's structure, legal name, type of entity, background, general qualifications, include employee count by title and profession, year firm was established, contact information.
- 3) How consultant delivers successful, high quality projects while working with low bid contractors, including quality control.
- 4) Please attach individual resumes, with relevant experience working with public entities, specific role and responsibility, number of similar projects completed within the last 5 years. Also include the primary point of contact's name, address, telephone number and email address, as well as an alternate point of contact for each qualification submitted.
- 5) Firm's current workload and backlog.
- 6) Recent experience of the firm in providing services for representative projects identify costs and project complexities that distinguishes your firm's services. Provide the name, address and phone number for owner/client, contractor, operator/facilities manager, or other person that may serve as references.
- 7) Sub-consultants that would be utilized and their specific role. Include firm qualifications.
- 8) Location of the office(s) where work will be performed. Professional license and registration to practice specific discipline in the State of Utah.
- 9) Please identify any recent or pending litigation.
- 10) Confirmation that the required City standard /insurance levels are acceptable.

To demonstrate its qualifications and its ability to perform the Consultant services scoped, Consultant shall submit a proposal also containing the information listed below. Extensive and elaborate proposals are not needed. Complete but concise and clear proposals are desired. Please limit the proposal to no more than 25 pages (in entirety including all promotional material) with no less than a 10-point font.

A. Executive Summary - A brief summary containing highlights of Consultant's proposed approach to the services described in the RFQ, including a clear statement of its understanding of the project and services required. If the detailed approach is not long and complex, an Executive Summary is not essential.

B. Detailed Approach - A detailed presentation of the proposed approach for performing the services, describing how the firm would be organized and structured to ensure:

1. Quality Performance.
2. Responsiveness to City's staff and Project Requirements.

C. Management Plan - A Management Plan describing how the services would be organized, including:

1. An organization chart showing the proposed relationships among design personnel, key employees for the project, field personnel, and any sub-consultants.
2. Name, position, summary of qualifications, and related experience and proposed responsibilities of the Project Manager and key personnel on the proposed project team. Provide references with phone numbers for Project Manager.
3. Proposed plan for quality and cost control to enhance the service, responsiveness to project needs, and to reduce project costs.
4. Task Schedules - for each specified task, the Consultant shall prepare a Preliminary Task Schedule showing the work to be completed. At key points in the project design, allow five (5) working days for City review and formal response.

D. Consultant Firm Information - Consultant shall present the information listed above about the firm and to demonstrate its experience on similar projects to that contemplated in the RFQ. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein.

E. Standard Terms and Conditions - Consultant shall state its willingness to accept the terms and conditions in the standard Agreement for Professional Services. A sample copy of which is attached and can be obtained from the Community Development Department. Consultant shall list items to which it takes exception, and provide alternate working language, if needed. Insurance and other essential requirements are set out in the sample Agreement for Professional Services.

F. Proposal Submittal Procedure - Consultant shall submit its proposal in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter that conforms to the following:
 - (a) Is signed by an officer authorized to bind the Consultant contractually.
 - (b) Confirms the receipt of the RFQ and all Addenda thereto.
 - (c) States that the proposal is firm for a 90-day period.
 - (d) Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - (e) Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.
2. Interested firms shall either submit one (1) electronic copy or three (3) paper copies of the proposal.
3. The proposal shall be addressed to:

Mark Larsen
South Weber City
1600 E South Weber Drive
South Weber, UT 84405
mlarsen@southwebercity.com

4. The proposal must be received at the above address **no later than 4:00 p.m. on Thursday, January 23, 2020.**

Attachment: Exhibit 1 – Sample Agreement for Professional Services
Exhibit 2 – Acknowledgement Form
Exhibit 3 – Consultant Disclosure of Financial Interests

EXHIBIT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the City of South Weber ("CITY") and _____ ("CONSULTANT").

WHEREAS, the CITY desires to obtain professional services for _____ and has issued a Request for Proposals dated _____,

20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated _____, a copy of which is attached and incorporated as Exhibit

B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall

consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. **TERM.** The term of this Agreement will be for a term of _____ years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications. The CITY reserves the right, in its sole discretion, to exercise up to __ one- year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the CONSULTANT at least 30 days' written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B [and/or below if inserting payment schedule] The agreed upon hourly labor rates shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement. The hourly labor rates shall remain firm during the entire ____-year term of this Agreement.

5. **MANNER OF PAYMENT.** CONSULTANT shall submit invoices to CITY on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to:

South Weber City
1600 E South Weber Drive
South Weber, UT 84405
Attn: Accounts Payable

6. **CONSULTANT'S KEY PERSONNEL.** It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. **CITY REPRESENTATIVE.** Except when approval or other action is required to

be given or taken by the City Council, the CITY Manager, or such person or persons as he shall designate in writing from time to time, shall represent and act for the CITY.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include

reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. CONSULTANT shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall always also procure and maintain during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the

CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the Community Development Director or designee and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or

desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the CITY: City of South Weber
1600 E south weber drive
South Weber, UT 84405
Attn: Building Department

If to the CONSULTANT: _____

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under Utah law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the CITY to have access to, examine and make copies, at the CITY's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. CONSULTANT shall not release any reports, information

or promotional materials prepared in connection with this Agreement without the approval of the CITY.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of Utah.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

South Weber City:

CONSULTANT:

(See footnote below)*

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City Attorney

By: _____
Name: _____
Title: _____

*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

ACKNOWLEDGEMENT FORM

**ACKNOWLEDGEMENT FORM FOR SOUTH WEBER CITY AGREEMENT
FOR PROFESSIONAL SERVICES
SOUTH WEBER CITY REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR AS-NEEDED PLANS EXAMINER FOR BUILDINGCODES AND FIRE CODES.**

By signing below, the consultant acknowledges that it has examined the enclosed South Weber City “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

Legal Name of the Firm: _____

Business address: _____

Name of Authorized Person: _____

Signature of Authorized Person: _____ Date: _____

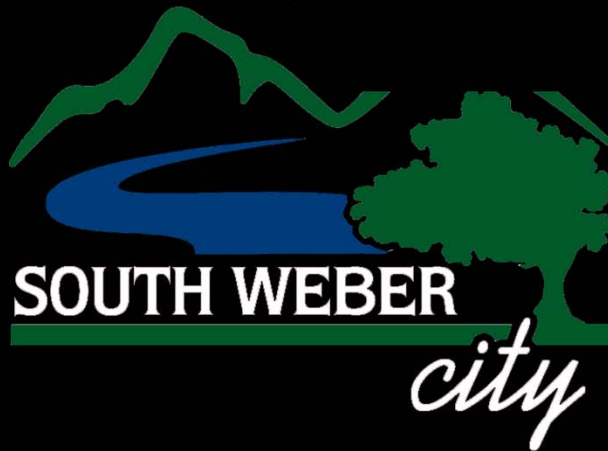
Telephone Number: _____

Email Address: _____

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

EXHIBIT B – Response to Request for Proposals

Proposal for
Plans Examiners & Inspectors



Contacts:

Jody Hilton - Primary Contact
jody.hilton@shumscoda.com
(385) 302-6437

Jason Bullock - Utah Regional Manager
jason.bullock@shumscoda.com
(801) 376-6708

David Basinger - Principal/CEO
david.basinger@shumscoda.com
(925) 413-5626

Christine Godinez - COO
christine.godinez@shumscoda.com
(925) 463-0651



Shums Coda Associates

Fire Protection
Engineering

Civil
Engineering

Building Life-Safety
Plan Review and Inspection

Permit Technician
Services

Building Department
Augmentation

Corporate Headquarters - 5776 Stonedrige Mall Road, Suite 150, Pleasanton, California 94588
(925) 463-0651 - (925) 463-0691 fax - info@shumsoda.com - www.shumscoda.com

Northern Utah Regional Offices - 5782 South 920 East, Murray, UT 84121 - (844) 674-5179
Southern Utah Regional Offices - 2284 East 3400 South Street, St. George, UT 84790 - (800) 286-0374

January 23, 2020

Mark Larsen
 South Weber City
 1600 E South Weber Dr., South Weber, UT 84405
mlarsen@southwebercity.com

RE: Plan Examiners & Inspectors (RFQ)

Thank you for the opportunity to present this proposal to provide Plans Examiner and Inspectors to the City of South Weber. We are confident that Shums Coda Associates (SCA) is the firm that has the personnel, experience, and attitude that will be needed to successfully provide these services. Our firm continually receives exceptional reviews from our clients, as well as design professionals, developers and contractors from all size projects and varying complexities. Positive interactions related to our work product is centered in our desire to be more than a mere code consultation/plan review firm, but rather a contributing partner, seeing that projects are successfully completed, on time and within budget. A key in those efforts is the ability to create a solid working relationship with your organization to assist with all aspects outlined in the RFQ document. SCA is committed and ready to provide you with the same care and standard of technical excellence that has been the hallmark of our work since our inception. The following proposal will highlight key features and distinguishing points of the SCA team that will assist in this undertaking.

If SCA is fortunate enough to be awarded this contract, we intend to meet and confer with your team/staff on a regular basis, with a dedicated local project team that will assist through all code issues and concerns. We also would expect to provide reporting of our progress back to the City of South Weber Building Department, to ensure all work we perform reflect local code interpretations.

SCA has NOT been involved in current/pending or past litigation/arbitration since its inception in 2006.

Shums Coda Associates accepts the terms and conditions in the standard Agreement for Professional Services attached as an Exhibit to South Weber City's RFP for Plans Examiner & Inspectors. In addition, SCA confirms that the required City standard /insurance levels are acceptable.

Proposal is firm for a 90-day period. The following are authorized to make representations on behalf of Shums Coda Associates.

- David Basinger, Principal/CEO – david.basinger@shumscoda.com | (925) 413-5626
- Christine Godinez, COO – christine.godinez@shumscoda.com | (925) 463-0651

Our team looks forward to answering any additional questions you may have about our firm after you have digested this response to the request for qualifications.

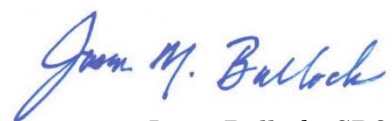
Sincerely,



David Basinger, Architect
 CEO/Principal/President
david.basinger@shumscoda.com
 (925) 413-5626



Christine Godinez
 COO/Secretary
christine.godinez@shumscoda.com
 (925) 463-0651



Jason Bullock, CBO
 Utah Regional Manager
jason.bullock@shumscoda.com
 (801) 376-6708



SCA has been in continuous operation for over thirteen years as a code consultant. Established by licensed and certified architects, engineers, contractors and building professionals, we offer multiple architectural, engineering and fire services. These services are able to be customized for each client/project need, but can cover code review and analysis for building, accessibility, mechanical, electrical, plumbing, structural, energy, green/LEED, fire sprinklers and alarms, including type I kitchen hood/duct systems, smoke control reports, hazardous materials and site reviews. By selecting Shums Coda Associates, the City of South Weber will receive an experienced, knowledgeable team with a proven track record of outstanding service. Our top priority is to provide a seamless extension of your staff. We are committed to a vision of service excellence and on-time deliverables that we believe your project requires.

Our corporate headquarters are located in Pleasanton, California, but we have regional offices throughout California, Arizona, Nevada and Utah. This reflects SCA's presence in the Western United States to grow steadily as our focus is to take an approach of customized services that reflect the preferences of each unique community or project where we believe our experience can be of the best utilized.

SCA business is code compliance related services that are provided to clients (we are not a design or construction firm – even though we are comprised of licensed architects, engineers, contractors and I.C.C. Certified personnel). SCA was founded on the principal of assisting our municipal partners with staff augmentation and developmental services related to construction review, permitting, inspections and documentation procedures. However, our design experience allows us to provide more benefit to project reviews when we are allowed to begin our reviews early on with the design process. In those instances, we are able to trouble shoot larger code concerns quickly, and eliminate costly delays from re-designs or project modifications. Further, we have multiple staff members on our team with construction and inspection experience, so we can also provide insights into constructability (when desired) of specific elements. Although each SCA client is unique, we will show through examples of similar jurisdictional services, and instances where we have provided similar (if not identical) plan review and inspection consulting services requested in the RFQ. We will also provide the necessary background and general qualifications of our firm that extends into quality control and documentation required for this project.

One of the keys to SCA's success as a company is the commitment to quality control of our services. Shums Coda starts with the employment of qualified and knowledgeable personnel, the use of plan check templates to match client code policies and interpretations, continuing education, and internal peer reviews. These controls raise the quality level of our plan checks by being focused on significant code issues, but also providing a consistent product to our clients. With our services remaining constantly the highest quality, it provides our clients and their communities with a high level of confidence that their plans will be reviewed with equal consideration and thoroughness required for construction safety.

As an example, of that approach, we submit to you, the ongoing SCA contract to assist NASA with over 1,000,000-sq. ft. of office, restaurants, assembly spaces, events center, parking and residential guest hotel project for Google. As a federal agency, NASA has a Building Department that does not process permits as done at a typical jurisdiction, but rather operates as construction management for improvements at the base. The Google site is a land-lease/joint-venture with Ames Research that involved a complex design on previously incorporated City of Mountain View property. The design was extremely innovative in its approach and utilized advanced engineering systems (non-dynamic linear design), as well as being in a flood plain, having underground vapor mitigation system, deep geothermal heat system, large-scale integrated photo-voltaic roof system and several alternative materials and method requests. SCA was initially brought in to review the primary building of the



campus that comprise three separate structures over a common basement level, while other consulting firms were utilized to review site/civil improvements and future housing/garage structure. However, SCA was so much more successful and responsive to both the owner/design schedule and NASA's code concerns, we were quickly promoted to complete the entire project reviews, as well as continual inspections. In fact, SCA's involvement was so well



received in this capacity, that we are now providing reviews for the historic hanger renovation and re-uses, as well a base infrastructure (such as roadways and bridges). These reviews are exclusively performed electronically, with document control through our administrative staff until approval and release for printing by the design team, and subsequently submitted to the base. Initially NASA had never undertaken such a large and dynamic process, and they didn't understand how to streamline and maintain design/construction schedules. However, SCA worked with their management team, as well as Google/Whiting Turner and the designers, to guide the process into a jurisdictional model that is modified to accommodate the aggressive construction schedule.

A similar-example, but perhaps closer to South Weber City, would be the role that SCA staff provides to Wasatch County. Wasatch was one of SCA's first Utah contracts and we began with simple home plan reviews that exceeded their current plan review staff limits. As is the case with building, fire and life-safety services, plan review often leads to inspection services (or vice a versa), and we now provide on-call inspection services to the County as needed. Both of these services required our staff to learn and use the Wasatch County permit software to ensure that our review and inspections were being properly recorded in their record keeping systems. All of the successful SCA efforts have led our firm to be chosen to provide exclusive plan review of a large-scale and long-term development of mixed-use resort construction (retail, office, housing, parking, restaurants, etc.) that have begun with a high-rise hotel project that kicks-off an anticipated ten years of future construction. Although we have the experienced structural plan review and inspection staffing needed to complete this work, it has really been through the partnership we have developed with the Wasatch County staff that has allowed us to be their preferred provider.

These are just a couple of examples of the ways in which Shums Coda Associates prefers to offer our services to jurisdictions, as we have seen numerous methods in which we can facilitate a more efficient and successful project outcome when our staff is integrated into the process with the development team. Certainly, extras such as bi-weekly meetings and expedited turnarounds on the reviews is a means to keep the project moving towards deadlines, but we have found that sometimes the normal review process can be expedited ahead of the actual submittal. In these instances, we can become part of the working relationship within the design/development team and actually facilitate changes that avoid longer delays at permit submittal or in the field, as we can direct the project away from pitfalls before they occur. It also allows for our staff to modify the approach when needed, and provide immediate review/response to certain unforeseen issues that occur within the normal construction process. In the end of the day, there is the black and white of the written code requirements, and there is a great deal of gray area that can lead to interpretations that still meet the intent of the code – SCA is adept at providing that guidance related to navigate the design and/or the construction process through our jurisdictional clients.



Quality Control

One of the keys to SCA's success as a company is the commitment to quality control of our services. Shums Coda starts with the employment of qualified and knowledgeable personnel, the use of plan check templates to match local interpretations, continuing education, and internal peer reviews. These controls raise the quality level of our plan checks by being focused on significant code issues, but also providing a consistent product to our clients. With our services remaining constantly the highest quality, it provides our clients with a high level of confidence that their plans will be reviewed with equal consideration and thoroughness required for construction safety.

We also are very forthcoming that we need our clients to give us direct and honest feedback about our services. If they are not initially hitting the mark as needed by the City, we can only adjust if we hear the issue. However, this immediate communication often expedites our team to meeting the jurisdictions needs, making us a seamless extension of your own staff.

Technical Support

As with any of our clients, SCA will provide technical support for your service needs. We often have personnel in attendance at pre-submittal and in-progress plan review meetings, or preconstruction and on-site inspection meetings. These are often the services that allow our team to become immersed in the culture of the City, and ultimately provide superior services based on that intimate knowledge of the local fabric.

SCA understands the value of operating quickly and efficiently, as is expected to complete a successful project in this marketplace. Personnel working on your project(s) at SCA will be available via phone or email to immediately address concerns, or provide additional clarification of code concerns to applicants or City staff. Commitment to providing additional technical support when needed often keeps projects on deadlines and under budget.

Commitment to Quality Service

SCA's continued growth is attributed to our sound client relationships and demonstrated value in providing contract services. We have enjoyed successful partnerships with numerous clients, and we welcome the opportunity to partner with you. We are proud of the superior level of assistance provided to our clients, and we are confident in our overall company structure to commit to the services outlined – responsiveness, on-time delivery, local staff members, and superior code knowledge.

Availability/Technical Support

Given adequate notice by the City, (typically 24 hours) SCA will provide technical support for any of the City's service needs. We often have personnel in attendance at pre-construction and on-site inspection meetings as needed. It is much easier overall developmental process, if we can attend and provide code direction to the designers and owners, prior to a flawed submittal or incomplete inspection. We hope that the City will allow us to provide similar services on their behalf.

Customer Service

Shums Coda Associates strives to provide the highest caliber of customer service. We have a highly qualified, multi-disciplined staff with the technical experience to provide superior inspection services. We encourage feedback from our clients, as it improves our ability to adapt our services to meet your vital needs. We embrace the opportunity for this direct and candid communication. We believe the



distinction between good and great service is our ability to communicate with our clients, allowing us to be aware of your prevailing issues.

Our goal is to provide seamless services that are to be a valuable extension of your staff. We take the service-minded approach to foster long-term relationships that will evolve with the expectations and needs of each project. Shums Coda Associates is a solution for the present that is focused on reaching the future together with our clients.

Through decades of experience working in the code enforcement industry, we understand the value of operating quickly and efficiently, as is expected to complete a successful project in this marketplace. Personnel working on such projects need to be extremely qualified not only in their fields of expertise, but have an understanding of all elements of construction. Our team is comprised of architects and engineers that have years of building design and jurisdictional plan review experience. Our staff is accustomed to these projects which often having unique design features that requires an alternative approach to code compliance. Our team is adept at obtaining code compliance through creative performance-based solutions. However, we are cognizant that our client is the City and conformance with all City policies, procedures, and desires related to every phase of construction is important.

Shums Coda Associates offers the following partial list of clients as reference to the quality of our work. Although not all of these jurisdictions are representative of all aspects similar to South Weber City, they (and the following chart) should show SCA as competent to complete the work requested in the RFQ solicitation. We agree (as requested) that none of the referenced clients (nor South Weber City) have any liability regarding this reference provision, or in the selection process. We do however ask that you feel free to contact them directly to inquire about the quality and types of services we provide.

<p>Matt Loo Community Development Director Washington City 111 North 100 East Washington, UT 84780 mloo@washingtoncity.org (435) 703-0016</p>	<p>Eric Miller Chief Building Official Farmington City 160 South Main Street Farmington, Utah 84025 Emiller@farmington.utah.gov (801) 939-9219</p>
<p>Shellie Woodworth Chief Building Official City of Mountain View 500 Castro St Mountain View, CA 94041 shellie.woodworth@mountainview.gov (650) 903-6313</p>	<p>Quinn Davis Asst. Building Official Wasatch County 805 West 100 South Heber City, Utah 84032 qdavis@wasatch.utah.gov (650) 404-7178</p>



Below is a copy of our current organizational chart for the SCA corporation, that was founded in 2006. Originally there were three partners that created this company that had immediate growth, only to deal with downsizing through the economic recession that started in 2008, and yet remained solvent through that period to enjoy new growth from the lengthy booming construct surge that has occurred since that time. In the past four years ago, two of the original founders left the company, leaving Mr. David Basinger as the sole principal of the firm. Without the hinderance of obtaining buy-ins from co-owners that were clearly on the way out of the business, David steered the core business into regions that have expanded the diversity of our markets. Thus, SCA has expanded a once modest Arizona regional office, created a new office (and contracts) in Nevada and Utah (with an office just outside of Salt Lake City, in Murray). We also provide similar services (although on smaller scale) in the states of Hawaii, Washington, Tennessee, Idaho and Wyoming. Internally, our organization has remained relatively flat with regards to upper management (only Ms. Christine Godinez was promoted to COO), but you can clearly see that regional management teams are being developed to operate more directly with local clients. Therefore, the hiring of Mr. Jason Bullock and Mr. Jody Hilton, two long-term Utah code officials will enable us to maintain the high quality of service expected from this solicitation.

- Years in business – 13.75
- Number of employees – 49



Utah

Jason Bullock – Regional Manager
 Jody Hilton – Service Manager
 Martin Haerberle, CBO
 Mike Haycock, CBO
 Dave Lund, PE
 Jim Yeomen
 Mike Turner, PE
 Jeff Headmen SE, PE

Arizona

Steve Burger, CBO
 Mike Izzo, CBO
 Justine Cornelius
 Joshua Rison

Nevada

Alan Ellis, CBO
 Dan Kispagh, CBO
 Russ Mora, Electrical Review

California

Diana Perkins – Plan Check Mgr.
 Jeffrey Finn, SE
 Richard Ames, CBO
 Mike Coldiron, CBO
 Matthew Coyle
 Ali Fatapour, PE
 Daniel Kaiser, FPE
 John Lee, FPE
 Ryan Loh, SE
 Kurt McMullin, PhD
 Josephine Ortega, CBO
 Jeffrey Paterson, PE
 Jom Sicat, PE
 Mariam Umair
 Robert Wheeler, FPE
 Weili Yu, FPE

Utah

Jason Bullock – Regional Manager
 Jody Hilton – Service Manager
 Ed Pehrson, CBO
 Martin Haerberle, CBO
 Codey Illum
 Mike Haycock
 Clint Carter

California

Terry Knox – Inspection Manager
 Jeffrey Finn, SE
 Richard Ames, CBO
 Mike Coldiron, CBO
 Matthew Coyle
 Patrick Haniger
 Russ Perrone

Arizona

Steve Burger, CBO
 Tom Calo
 Mike Izzo, CBO
 Joshua Rison, CBO

Nevada

Alan Ellis, CBO
 Roger Gier
 Dean Guesuardo



If we provide these services for South Weber City, it is important to reemphasize SCA as a Building and Life-Safety consulting company. Our business is code compliance related services that are provided to jurisdictional clients, and we understand the benefit of having all building construction reviewed in a cooperative partnership between building and fire. To that end, we are constantly improving our staffing levels and efficiencies to match the complexity of the project scope. SCA has worked seamlessly on several large-scale projects (which we will highlight within the body of this document), and feel that our recent additions in staffing to accommodate these redevelopments will be a perfect opportunity to display our strengths.

If SCA is fortunate enough to be awarded this contract, we intend to meet and confer with City staff and the project team to determine the proper members.

Headquarters for Shums Coda Associates is located at 5776 Stoneridge Mall Road, Suite 150 in Pleasanton, California, the primary location for where services are to be performed will ultimately be from our Utah Regional Office in Murray.

Regional Offices:

- Northern Utah - 5782 South 920 East, Murray, UT 84121
- Southern Utah - 2284 East 3400 South Street, St. George, UT 84790
- Sacramento Valley - 6381 Auburn Boulevard, Suite H, Citrus Heights, CA 95621
- Southern California - 5208 Weymouth Way, Oceanside, CA 92057
- Arizona - 1616 North Litchfield Road, Suite A-210, Goodyear, AZ 85395
- Nevada - 1916 Summit Pointe Drive, Las Vegas, NV 89117

Although all of the Shums Coda Associates family will be collectively available to provide these services to South Weber City, we anticipate (as is our preference) to primarily utilize our local Utah based staff. SCA does not typically use sub-contract services to provide services to our clients, but as there has been a recent shift in available full-time employees (i.e., high percentages of retiring Building-Safety personnel across the country), we have at times utilized part-time, independent contractors. This recent trend to provide a “gig” type workforce, has allowed us to ensure that we provide all of the services we have been asked to provided. All of these IC’s have contracts directly with SCA and are almost exclusively to provide inspection services that per the State of Utah require eight-certified combination inspectors. Below are resumes of our proposed key staff members providing services under this contract, with an overall table of all available staff anticipated to provide some level of expertise to the jurisdiction.



David J. Basinger, Architect
Principal

David Basinger has over 30 years of professional experience associated with architectural design and as a plans examiner. He has a Bachelor of Architecture from California Polytechnic University at San Luis Obispo and is a licensed Architect in the State of California. Mr. Basinger has reviewed both complex commercial projects and variety of residential construction, and projects such as commercial, medical, industrial and high-rise construction. He has been a manager of both plan review and inspection services for numerous jurisdictions in Northern California, such as the City of Mountain View, City of Dublin and the City of Danville, and has been a Regional Manager in the State of Arizona.

Education:

Bachelor of Architecture
 California Polytechnic State University
 at San Luis Obispo, CA

Licenses/Certifications:

Registered Architect, State of
 California, License No. C25605
 Registered Architect, State of Arizona,
 Registration No. 57859
 Registered Architect, State of Nevada,
 License No. 7116
 NCARB Certified, No. 77371
 I.C.C. Certified Plans Examiner



Linhart Petersen Powers Associates

Arizona Regional Office Manager Phoenix, AZ

Regional Manager of the three company offices in Arizona; Phoenix, Tucson and Window Rock, providing and assisting with plan reviews, inspection services, jurisdiction counter reviews and assistance, and special projects supervisor. Mr. Basinger was influential in taking a Arizona Regional Office from a single client to over two dozen clients in a two year period, and managing eleven employees and three business lines.

Senior Plans Examiner/Senior AssociatePleasanton, CA

Plan review, jurisdiction counter reviews and assistance, special project supervisor, and architectural consultant for a variety of projects – primarily based as project manager for the jurisdictions of Mountain View, Danville and Dublin, California. Projects reviewed include campus structures for Microsoft, Veritas, Google, Alza and other high-tech or bio-tech businesses, as well as several multi-family and high-rise complexes.

Linhart Engineering

Architect Livermore, CA

David completed architectural and engineering design for residential, commercial and light industrial structures in the San Francisco Bay Area. Duties included design, drafting, structural calculations, building surveys, jobsite visits and structural reviews.

Relevant Project Experience

Served as Acting Building Official for the City of Mountain View, and the City of Fremont; Team Lead on plans reviews of major campus projects for Google, Microsoft, LinkedIn, Intel, Tesla, Intuit; Provided CIP reviews for accessibility updates for several city parks and public buildings, North Branch Library in Santa Clara, Historic Town of Danville Depot Museum/Visitors Center; Reviewed major urban redevelopment projects such as Sunnyvale Town Center, San Antonio Center – all over six city blocks.



Jason Bullock
Building Official, Plans Examiner, Building Inspector, Project Manager

Jason has 25 years of experience as a building and utilities inspector and plans examiner across the Mountain West region. He is an ICC combination inspector and plans examiner and also a certified a HUD (US Department of Housing and Urban Development) housing inspector. Mr. Bullock has managed inspection activities at sites from the Utah State Capitol Building to the Peppermill Casino in Wendover, Nevada.

Experience

- City of St. George and Washington, Utah
Commercial Inspector/Plans Examiner4 Years

- Sunrise Engineering
Building Official, Plans Examiner, Building Inspection, Project Manager.....20 Years

- Riverton City, Utah
Assistant Building Official2 Years

- West Valley City
Building Inspector2 Years

Education:
 B.S. - Business Administration,
 University of Phoenix, 1999

ICC Certifications:
 Building Plans Examiner
 Combination Inspector
 Electrical Inspector
 Building Inspector
 Plumbing Inspector
 Mechanical Inspector

Training:
 Uniform Code Classes (Building Code, Electrical, Mechanical, and Plumbing),
 DATC 1993-95
 ICBO Plan Review Class
 DATC
 ICBO
 ICC Education Seminars- continually
 DOPL Education Seminars
 HUD Housing Training, San Diego, California and New Orleans, Louisiana.

Memberships:
 Member of Utah Chapter of ICC
 Member of Bonneville Chapter of ICC
 Past Member of ICC Code Change Committee

Projects (* = DFCM work performed for other vendor / Sunrise Engineering)

- Northern Utah Rehabilitation Hospital..... South Ogden, Utah
- *University of Utah Electrical Distribution Utility UpgradeSalt Lake City, Utah
- *CRMC Remodel Plan Fort Collins, Colorado
- Teton County Plan Review Jackson, Wyoming
- Town of Queen Creek Plan Review and Inspection..... Queen Creek, Arizona
- Mesquite City Plan Review and Building Safety Inspection Mesquite, Nevada
- *DFCM-University of Utah School of Dentistry.....Salt Lake City, Utah
- *DFCM-University of Utah Classroom Building.....Salt Lake City, Utah
- *Utah State Capitol Building RenovationSalt Lake City, Utah
- *Loa Fish Hatchery..... Loa, Utah
- *UDOT Salt Storage Building (multiple)..... Utah
- *Midway Fish Hatchery Midway, Utah
- Western TechnologiesSalt Lake City, Utah
- Peppermill Casino Remodel / Renovation..... Wendover, Nevada
- *Veterans Administration (multiple)Salt Lake City, Utah
- *Current Dixie State Human Performance Center St. George, Utah
- *Dixie State Holland St. George, Utah
- *DSU Jennings Health and Technology St. George, Utah
- *DSU Health Science Building St. George, Utah
- *DSU Heating Plant upgrade St. George, Utah



Jody Hilton
Building Official, Plans Examiner, Building Inspector

Mr. Jody Hilton has extensive experience as a Building Official, plans examiner, building inspector, and public utilities inspector throughout Utah, and various Western States. Although he brings a great deal of technical knowledge to his work, he is equally able to work within the nuances and intent of the code language. This has built a reputation within the Western States of respect amongst his peers, as a trouble-shooter that is able to shepherd projects successfully to completion. Everyone that has had the privilege of working with Jody has enjoyed his ability to foster a superior working relationship over shared interests.

ICC Certifications:
 Electrical Inspector
 Certified Building Official
 Building Inspector
 Mechanical Inspector
 Plumbing Inspector
 Combination Inspector
 Commercial Energy Plans Examiner
 Building Plans Examiner
 Building Code Specialist

Training:
 Building Code Class's Salt Lake
 Community College, ICBO Plans
 Examiner Class, Whittier, California,
 Utah Valley Community College

Memberships:
 Current instructor for the Utah
 Chapter of ICC
 Past President of the Utah Chapter of
 ICBO

Experience

Sunrise Engineering

Director of Building and Safety Division 2003 – 2019

Mr. Hilton has provided code consulting, plan review and inspection for various jurisdictions, including (but not limited to) Alpine, Beaver County, Cottonwood Heights, Centerville, Woods Cross, St. George City, Hurricane City, Springville, Farmington City, Herriman City, Uintah County, Summit County, Wyoming Department of Health, as well as various local architects and State of Utah (DFCM). The DFCM work was highlighted by the University of Utah, U Star project, that was completed approximately in 2013. He is also known for his expertise in performing special inspections for stucco and EIFS installations, as well as being an expert witness for accident and code investigation.

City of Cottonwood Heights

Contract Building Official/Plan Reviewer..... 2006 – 2019

Sandy City, Building and Safety Division

Chief Building Official and Director / Plans Examiner 1989 - 2003

Plans Examiner / Inspection Supervisor..... 1983 – 1989

Salt Lake City, Building and Housing Department

Plans Examiner 1980 - 1983

Building and Housing Inspector..... 1978 - 1980

Salt Lake City Water Department

Construction crew foreman, heavy equipment operator, plumber and laborer..... 1970 - 1978

Private Business

Code Consultant / Plans Examiner 1970 - 1978

Providing plan review services in Draper City, Riverton City, Park City, Highland City, Santaquin City, Duchesne County and Utah County, Toole City, Kanab City and Kane County.



Team Member	Certification / License / Affiliations	Type of Work
<p>David Basinger, Architect has 30 years of professional experience associated with architectural design and as a plans examiner</p>	<ul style="list-style-type: none"> • Bachelor of Architecture California Polytechnic State University at San Luis Obispo, CA • CA Registered Architect, No. C25605 • AZ Registered Architect, No. 57859 • NV Registered Architect, No. 7116 • UT Registered Architect, No. 10180242-0301 • NCARB Certified, No. 77371 • ICC Certified Building Plans Examiner 	<p>Building Plan Review: Architectural, Structural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p>
<p>Jason Bullock has 25 years of experience as a building and utilities inspector and plans examiner across the Mountain West region. He is an ICC (International Code Council) combination inspector, an ICC certified plans examiner and also a certified a HUD (US Department of Housing and Urban Development) housing inspector. Mr. Bullock has managed inspection activities at sites from the Utah State Capitol Building to the Peppermill Casino in Wendover, Nevada.</p>	<ul style="list-style-type: none"> • B.S. - Business Administration, University of Phoenix, 1999 • Licensed State of Utah Building Inspector • ICC Certified Building Plans Examiner • ICC Certified Combination Inspector • ICC Certified Electrical Inspector • ICC Certified Building Inspector • ICC Certified Plumbing Inspector • ICC Certified Mechanical Inspector 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Combination Building Inspector</p>
<p>Jeffrey Finn, S.E. is a Professional Structural Engineer with over 25 years of Structural Engineering experience.</p>	<ul style="list-style-type: none"> • B.S. Civil and Environmental Engineering, Cornell University, Ithaca, NY, 1985 • M.E. (Civil), Structural Emphasis Cornell University, Ithaca, NY, 1986 • AZ Registered Structural Engineer, No. 50541 • NV Registered Structural Engineer, No. 22503 • UT Registered Professional Engineer, No. 7355192-2202 • NCEES Model Law Structural Engineer, No. 39782 	<p>Structural Plan Review</p>



Team Member	Certification / License / Affiliations	Type of Work
<p>Jody Hilton has several years of experience as a plans examiner, building inspector, building official and public utilities with Sandy City and Salt Lake City. He has inspected numerous residential and commercial buildings.</p>	<ul style="list-style-type: none"> • Licensed State of Utah Building Inspector • ICC Certified Electrical Inspector • ICC Certified Building Official • ICC Certified Building Inspector • ICC Certified Mechanical Inspector • ICC Certified Plumbing Inspector • ICC Certified Combination Inspector • ICC Certified Commercial Energy Plans Examiner • ICC Certified Building Plans Examiner • ICC Certified Building Code Specialist 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Combination Building Inspector</p>
<p>Martin Haerberle, CBO is an experienced Building Official and inspector with more than 30 years of municipal building department administration experience. He brings considerable knowledge of building inspection, plan review, personnel supervision, and code regulation. Martin provides a high level of customer service to our clients.</p>	<ul style="list-style-type: none"> • Kansas City Technical College, Commercial/ Residential Heating Ventilation and Refrigeration Systems • Licensed State of Utah Building Inspector • ICC Certified Residential Electrical Inspector • ICC Certified Building Inspector • ICC Certified Commercial Electrical Inspector • ICC Certified Building Plans Examiner • ICC Certified Building Official • ICC Certified Residential Plumbing Inspector • ICC Certified Accessibility Inspector/Plans Examiner • ICC Certified Commercial Mechanical Inspector • ICC Certified Commercial Plumbing Inspector • ICC Certified Electrical Inspector • ICC Certified Plumbing Inspector • ICC Certified Building Code Specialist 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Building Inspector</p>



Team Member	Certification / License / Affiliations	Type of Work
<p>Mike Haycock, CBO has over 20 years as a Building Professional including serviced as Building Official/ Acting Fire Marshall where he performed all plan review and inspections for residential and commercial construction.</p>	<ul style="list-style-type: none"> • B.S., Construction Management, Weber State • A.A.S, Building Technology with Emphasis on Building Inspection, Community College of Southern Nevada • Licensed State of Utah Building Inspector • ICC Certified Residential Plumbing Inspector • ICC Certified Commercial Mechanical Inspector • ICC Certified Residential Electrical Inspector • ICC Certified Reinforced Concrete Special Inspector • ICC Certified Prestressed Concrete Special Inspector • Legacy • ICC Certified Residential Energy Inspector/Plans Examiner • ICC Certified Residential Mechanical Inspector • ICC Certified Commercial Electrical Inspector • ICC Certified Commercial Energy Inspector • ICC Certified Building Plans Examiner • ICC Certified Building Official • ICC Certified Building Inspector • ICC Certified Spray Applied Fire Proofing Special Inspector • ICC Certified Combination Inspector • ICC Certified Commercial Energy Plans Examiner • ICC Certified Building Code Official • ICC Certified Structural Masonry Special Inspector • ICC Certified Plumbing Inspector • ICC Certified Fire Inspector I • ICC Certified Master Code Professional • ICC Certified Commercial Plumbing Inspector • ICC Certified Accessibility Inspector/Plans Examiner • ICC Certified Electrical Inspector • ICC Certified Mechanical Inspector • ICC Certified Building Code Specialist 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Building/Fire Inspector</p>
<p>Codey Illum, has nearly 2 decades of experience as a building professional. Through his career he has demonstrated a high level of knowledge of the Building Code.</p>	<ul style="list-style-type: none"> • Licensed State of Utah Building Inspector • ICC Certified Commercial Mechanical Inspector • ICC Certified Residential Electrical Inspector • ICC Certified Residential Mechanical Inspector • ICC Certified Residential Plumbing Inspector • ICC Certified Commercial Electrical Inspector • ICC Certified Commercial Building Inspector • ICC Certified Residential Building Inspector • ICC Certified Commercial Plumbing Inspector • ICC Certified Building Inspector • ICC Certified Mechanical Inspector • ICC Certified Electrical Inspector • ICC Certified Plumbing Inspector • ICC Certified Residential Combination Inspector • ICC Certified Combination Inspector • ICC Certified Commercial Combination Inspector 	<p>Combination Building Inspector</p>



Team Member	Certification / License / Affiliations	Type of Work
<p>Dave Lund, PE is Reliability Engineering and maintenance with twelve years' experience at United Parcel Service. In addition, his experience includes design and layout of high voltage, medium voltage, switchgear and equipment.</p>	<ul style="list-style-type: none"> • B.S., Electrical & Computer Engineering, Brigham Young University • Registered Professional Electrical Engineer in Eleven States: UT, ID, WY, MT, CA, OR, AZ, NM, NV, SD, CO • ICC Certified Electrical Plans Examiner • ICC Certified Commercial Electrical Inspector • SKM -Power Systems Design and Analysis Courses • SES Grounding Systems Design Course • NACE (National Association of Corrosion Engineers) Level II- Cathodic Protection Technician 	<p>Building Plan Review: Electrical, Energy</p>
<p>Ed Pehrson has over 20 years of experience as a building professional. Through his career he has demonstrated a high level of knowledge of the Building Code.</p>	<ul style="list-style-type: none"> • Licensed State of Utah Building Inspector • ICC Certified Energy Plans Examiner • ICC Certified Electrical Inspector • ICC Certified Building Inspector • ICC Certified Mechanical Inspector • ICC Certified Combination Inspector • ICC Certified Plumbing Inspector • ICC Certified Building Code Specialist • Registered Storm Water Specialist 	<p>Energy Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Combination Building Inspector</p>
<p>Michael Turner, PE, an experienced professional electrical engineer possessing a strong background in power systems and electrical system studies.</p>	<ul style="list-style-type: none"> • UT Registered PE • B.S., Electrical Engineering, Utah State University 	<p>Building Plan Review: Electrical, Energy</p>



We provide the following list of projects showcasing our specialties over the past years, providing building services

Educational Campus

College of Southern Nevada – Student Unions

Henderson, North Las Vegas and West Charleston Campuses

Shums Coda completed the reviews the new CSN Student Unions on the Henderson, North Las Vegas and West Charleston campuses, each ~25,000 sq. ft. The facilities will include food courts, coffee shops, lounges, study and group rooms, student life and student government offices as well as outdoor courtyards with numerous shade trees and ample seating. The total project costs about \$80 million and is expected to be completed by fall 2019.

California State University, Bakersfield – Humanities Office Building

Bakersfield, CA

Shums Coda completed the review the new CSUB headquarters for the School of Arts and Humanities a 2-story building approximately, 14,000 sq. ft.

California State University, San Bernardino – Housing and Dining Commons

San Bernardino, CA

This project consisted of two new 4-story student housing facilities, total 107,260 sq. ft. and one dining commons, 48,358 sq. ft. The housing facility will provide 407 new beds along with study lounges, living rooms, recreation rooms and support facilities, including community services, and central administration. The dining commons will consist of dining and serving spaces, main kitchen, and late night/retail.

California State University, San Bernardino – College of Extended Learning Expansion

San Bernardino, CA



SCA completed the plan review of this project, a new construction of a Type II-A, fully sprinklered 3-story steel-braced framed building with classrooms, study spaces, a 250 seat lecture hall and administration building, which will feature a global gallery, an outdoor plaza for social gathering and study areas and a retail food facility.

California State University, San Bernardino – Central Plant Upgrades

San Bernardino, CA

SCA completed the plan review for the renovation of the central plant and associated office space. Upgrades included mechanical equipment replacement, electrical and plumbing modifications. The renovation to the office space included removal of existing walls and finish materials and the reconstruction to meet the facilities current needs.



**Northern Arizona University– Honors College and Housing
Flagstaff, AZ.....**



SCA completed the plan review of this project consisting of a single structure subdivided into separate buildings by firewalls and horizontal building separations. Each of the four, 4-story dormitories consist of sleeping units, gathering/study lounges, and student facilities.

**Santa Clara University
Santa Clara, CA.....**

Shums Coda Associates completed plan reviews for numerous projects at the Santa Clara University. One of which is the major renovation of Benson Memorial Center’s dining facility. This 16,350 sq. ft. project consisted of a complete overhaul of the commercial kitchen and dining facility, including HVAC, plumbing, and electrical. The structural review included rooftop reinforcement to allow the addition of 12 new skylights to provide natural light. In addition, SCA completed the structural review of the Radiant House, a student-designed and built project for the US Department of Energy Solar Decathlon Challenge.¹ The design approach is to substitute an initial conventional softwood design with one that makes use of a bamboo structural system. Research conducted at Santa Clara University yielded results affirming bamboo's suitability as a substitute for bamboo joists and gravity walls. SCA’s most recent review at the University included the initial phase of many phases to upgrade the softball field into a state-of-the art athletics facility. This initial review included upgrading utilities, existing facilities and bleachers.

**Francis High School
Mountain View, CA.....**

For the past several years, St. Francis High School has undergone building renovation and new construction. SCA has been part of the schools transformation including the performing arts center, library, student union and classrooms.

Large Scale Retail Mixed-Use Projects

**Palazzo Las Vegas
Clark County, NV**

SCA staff member has performed plan review and inspection services for Clark County during the construction of the Palazzo and the Venetian. On-site permit processing office for the county. He coordinated inspections and revisions directly with the main office.

¹ The U.S. Department of Energy Solar Decathlon challenges collegiate teams to design, build, and operate solar-powered houses that are cost-effective, energy-efficient, and attractive. The winner of the competition is the team that best blends affordability, consumer appeal, and design excellence with optimal energy production and maximum efficiency.



Santa Clara Square I, II, and III
Santa Clara, CA.....



SCA completed the first of three phases in 2013. This project was the beginning of an 80-acre master plan, which will also have up to 1.7 million sq. ft. of office and a 125,000 sq. ft. Whole Foods-anchored retail center. Following in 2015, SCA completed the review of the second and third phases, 1,800 apartment units and 40,000 square feet of retail on roughly 33 acres at 2600 Augustine Drive

Gateway Village
Santa Clara, CA.....

SCA completed the plan review of this major mixed-use residential and retail development. The 476 apartment residences, set back from the retail area, are wrapped around a concealed multi-story parking garage topped by a generous amenity podium. The amenity podium features a large pool/spa area, cyber lounge, club house, Fitness Center and bocce ball court. This project are a mix of type I-A, III-A and V-A.

The Dean
Mountain View, CA.....

SCA completed the plan review of this 5.75-acre development consisting of several five story, Type III-A residential buildings over a full site, Type I-A podium structure. The development is anticipated to house 600 market rate housing units in a cluster of buildings surrounding a public ‘paseo’.

San Antonio Center I & II
Mountain View, CA.....

SCA completed the plan review of this major redevelopment of an existing retail center. The first phase of this review that has be completed is four and five story apartments on top of podium and basement parking garages with wrap around retail and residential construction. These projects are a mix of type V-A, III-B and I-A construction and represent the initial revitalization of over 15 acres at the existing retail center.

Triton Plaza
Foster City, CA.....

This project consists of four and five stories of residential apartments and retail/office spaces, as well as a 6-story parking structure. These buildings are separated with fire walls and constructed as type V-A, III-A and I-A buildings, with complex allowable areas and egress plans to be reviewed. The project is currently under construction and Shums Coda Associates continues to review final revisions to the 100% construction document submittals.

Madison Place Condominiums
Santa Clara, CA.....

SCA is providing third party plan review services for a 4-story mixed use building including 2 one-bedroom units, 18 two-bedroom units, 8 three-bedroom units, with first level retail (5,530 sq. ft.) and office space (1,460 sq. ft.). The estimated construction valuation of the project is \$ 14 million.



Dublin Apartments and Senior Housing (two separate buildings)

Dublin, CA

SCA provided plan review services for this 314 rental unit project with 17,000 sq. ft. of retail space in this wrap-style building.

Indigo

Redwood City, CA

This 470-unit, 10-story, mid-rise apartment building, located at 525 Middlefield Road is of type I-A construction. This project consisted of one level of underground parking and two levels of above-grade parking, most of which is wrapped by storefront office space and stoop-accessed residential units and three residential towers which rise an additional 7 stories over the 3-story base. SCA performed two rounds of plan reviews as the design undergone a complete re-design mid-review. The estimated construction valuation of the project is \$ 187 million.



Lennar Multifamily

Redwood City, CA

SCA provided third party plan check services since 2013 on this project consisting of a Multi Family, eight-story residential building featuring 196 for-rent housing units with two levels of underground parking and one level of above ground parking. The ground floor garage is wrapped by two retail spaces, eight loft apartments, and the leasing office. Upper floors feature 188 apartments wrapping a central courtyard.

Large-Scale Multi-Family Projects

Alexan at Palm Valley

Goodyear, AZ

Plan review was completed for this luxury multi-family project which consists of approximately 825,000-sq. ft. of multistory condominiums and associated site amenities, including a 6,000-sq. ft. clubhouse and leasing office. This project is an r-1 Occupancy and Type V-A Construction.

Splendido at Rancho Vistoso

Oro Valley, AZ

David Basinger and others reviewed this mixed-use occupancy project that encompassed A-1, A-2, A-3, B, R-2, R-3, S-2 and I-2 occupancy groups. The main building has a total floor area of 454,000-sq. ft., with 46 additional "villas" (R-3 duplex residential occupancies) that comprised an additional 239,700-sq. ft. of single-family/duplex construction.

45 Buckingham Apartments and Parking, South

Santa Clara, CA

SCA has provided third party plan check services since 2014 on this project consisting of 222 unit, four-story buildings that will wrap around 5.5 level parking (372 spaces, plus 116 secure bike parking spots) as well as an open courtyard. The estimated construction valuation of the project is \$ 31,182,000.



Hearth Apartments and Parking, North & South

Santa Clara, CA

SCA has provided third party plan check services since 2012 on the initial phase of residential units at Kaiser Drive. This project consisted of a two 6-Story buildings of V-A construction type, texas-wrap design surrounding parking structures of II-A type construction.

Creekside Vista Condominiums

Santa Clara, CA

SCA is providing third party plan review services for this 60-unit condominium building with 13 one-bedroom units, 35 two-bedroom units, and 12 three-bedroom units. The estimated construction valuation of the project is \$ 22,400,000.

Newhall Terrace Condominiums

Santa Clara, CA

SCA is providing third party plan review services for this 13-unit condominium project at the corner of Saratoga Ave. and Newhall St. This project consists of 1,200 to 1,400 sq. ft. two-story units with under-building parking - three stories in all - surrounding an interior courtyard.

Elan Redwood City

Redwood City, CA

145 Monroe is a 6 level multi-family residential building located in Redwood City containing 305 for rent apartments with one-level of partially subterranean parking and one level of above grade parking.

The Lane on the Boulevard

Redwood City, CA



2580 El Camino Real in Redwood City developed by the Urban Housing Group and Summerhill Apartment Communities is a 114-unit market rate transit oriented residential rental project on a 2.1 acre site.

Radius Apartments

Redwood City, CA

The Radius Apartments is a 264-unit luxury wood framed apartment community 5 ½ stories tall located in Redwood City with underground parking located at 640 Veterans Blvd. in Redwood City. It has a dramatic architectural steel canopy extending over a private road entrance forming a visual gateway up to the landscaped podium decks.

333 Main Street

Redwood City, CA

333 Main Street is a for rent 132-unit residential project in Redwood City with four stories and subterranean parking. It is a joint venture between the Sares - Regis group of Northern California and JP Morgan Asset Management.

One Marina



Redwood City, CA

Mixed-use community located on the Redwood City waterfront featuring 231 – 2 and 3-bedroom condominium flats and townhomes in 24 buildings. To be completed the master plan will include a 200-unit hotel complex and 10,000 sq. ft. of retail space as well as 3 community parks.

Centria East & West

Milpitas, CA

SCA completed plan review of this 481-unit Multi-Family project. This project was built in two separate phases called Centria East and Centria West. Centria East consisted of 137 condominium units in a 5-story building wrapped around a 7-story parking structure with pool and community center located on the bottom floor. Centria West consisted of a five story multi-family building wrapped around an 8-story parking structure with community center and pool located on the top floor of the parking structure.

Large Scale Professional Campus Projects

Google Bay View Campus

Moffett Field, CA



SCA is providing plan check and inspection services to the Google Bay View project consisting of 1,000,000-sq. ft. of office, restaurants, assembly spaces, events center, parking and residential guest hotel project for Google. The design was extremely innovative in its approach and utilized advanced engineering systems (non-dynamic linear design), as well as being in a flood plain, having underground vapor mitigation system, deep geothermal heat system, large-scale integrated photo-voltaic roof system and several alternative materials and method requests.

Google Charleston East

Mountain View, CA

SCA performed the plan review of this project, the first Google office built from scratch; two stories tall and about 595,000 square foot office complex with sustainable and energy-efficient features, a 2-acre public plaza, pedestrian and bike trails to help ease local traffic congestion and ground floor retail on 18-acres.



Tesla

Fremont, CA

SCA has provided Mr. Basinger as Acting Building Official and Acting Plan Check Manager, while both positions were vacant. One of the main assigned duties was to manage all plan reviews being undertaken by Tesla within the City, as well as a weekly meeting where one-stop/over-the-counter reviews could be completed, or discuss upcoming projects and coordinate City department concerns. Although the Building Official position was recently filled, Mr. Basinger continues to manage numerous Tesla projects and special events. Over the course of the past year the projects have included the North Point T.I., North Point Expansion, 901 Page (Seats Manufacturing, High-pile product storage racks and offices – also site of special Model X temporary event permit), Kato/Westcore (new building/T.I.), Spinnaker (New parts building), and weekly plan review/meetings (approximately 400 permits completed – 95% approved directly at the meetings).

Box

Redwood City, CA

SCA performed the plan review of this project, both shell and tenant improvements, the largest office project planned for Redwood City’s downtown area. The 300,000 sq. ft. development boasts a planned LEED Gold rating, views of the bay and peninsula hillside, parking for over 900, and 5,000 sq. ft. of retail or restaurant space.



Google Headquarters

Mountain View, CA

As Google continues to expand its workforce, so has there been the need for additional office space. To date, we have completed plan reviews on over forty existing mid-rise buildings (one to five stories), with major renovations to accommodate the new high-tech office uses associated with the Google service lines. Most of the structures have included major renovations to existing systems, as well as installations of A-2 and A-3 assembly occupancies, and recent lab space renovations. SCA also reviewed one of the largest free-standing photovoltaic carport structures (over numerous sites). As Google has purchased many of the building sites in the North Bayshore area of Mountain View, many of these full tenant improvements have occurred in buildings that were reviewed (when new construction) by SCA staff. As Google continues to expand the boundaries of their present campus, we continue to provide additional plan review services.

Microsoft Silicon Valley Campus

Mountain View, CA



Project consisted of demolishing and rebuilding two existing buildings and infilling much of the campus with courtyards and outdoor spaces. Overhaul expanded the 515,000 sq. ft. campus and added 128,000 sq. ft. of workspace and 164,000 sq. ft. of green roof emphasizing sustainability to serve as a modernization of Microsoft’s existing 32-acre campus.



Jurisdiction Projects

North Branch Library

Santa Clara, CA.....

Shums Coda associates completed the plan review for the newest Santa Clara Library located on Moreland Way. The 17,5000 sq. ft. state-of-the-art library consists of a grand entry plaza, a reading courtyard, 2,000 sq. ft. community room, separate children’s and teen’s book collections and gathering areas.

Fire Station #5

Mountain View, CA.....

This 10,000 sq. ft. building is designed to meet Leadership in Energy and Environmental Design (LEED) certification requirements and will be the first LEED Silver-Certified Capital Improvement project to be constructed by the City. The state-of-the-art building will house several newly purchased fire engines and provide space for dorms, a living area, and office space.



Veterans Memorial Hall

Danville, CA.....



SCA completed the initial review to restore and preserve a portion of the Veterans Memorial Hall in Downtown Danville, a \$10 million-dollar project. The community hall and parking area located to the rear will be demolished to allow construction of a larger two-story space that will include an expanded community hall, dedicated senior center and a public plaza. The total size of the building will double, from 6,300 to 12,792 sq. ft.

Hospitals, Pharmaceutical and Bio-Tech Projects

Stanford Medical Center, Medical Office Buildings

Redwood City, CA.....

This project consisted of major structural upgrades and a complete renovation of an existing four office buildings located over a podium/basement parking facility. The 400,000-sq. ft. four story medical office building contained B, A-3 and I-1.2, OSHPD III surgical clinic located on the third floor of one of the buildings with additional medical offices and cafeteria being provided as well. The medical office building contained 3 and 4-story structures of II-F.R., over S-3 basement parking podium of I-F.R.

Camino Medical Center, Medical Office Buildings

Mountain View, CA.....

This 252,600-sq. ft., three-story medical office building contained B, A-3, and I-1.2 uses and an OSHPD III surgical clinic located at the first floor. There were numerous specialized exiting features, as well as a modified atrium space. The medical office building was attached (with I use at the first floor) as well as a large-scale two-story parking structure. This project was completed in 2007, with a subsequent review which included an H-2 medical gas storage room within the building.



**Kaiser Santa Clara Medical Center, Medical Office Buildings
Santa Clara, CA.....**

This project was a structural only review of three separate medical office buildings, three or four stories in height. The overall area of the combined buildings was 465,000-sq. ft. of general medical office and exam rooms. The estimated construction valuation of the project was \$24 million and provided additional medical services to the Silicon Valley.

Renewable Energy Projects

**Google Headquarters
Mountain View, CA.....**



Google Headquarter’s photovoltaic (PV) system installation in 2007 was the largest installation of solar power on a single corporate campus in the United States. Majority of the 9,212 panels were installed on the Googleplex rooftops and the remaining were placed on newly constructed carports. In addition, SCA completed plan reviews and inspections on a number Electric Vehicle (EV) Charging stations throughout the campus.

**Red Horse 2 Solar Array Panels & Turbine Wind Farm
Cochise County, AZ.....**

SCA completed plan review of the Red Horse 2 project, one of the first combined wind and solar projects in the U.S. The project is a wind and solar electric generating facility of approximately 71 MW made up of approximately 30 wind turbines and solar panels.

**Dragoon Solar Array Panels
Cochise County, AZ.....**

SCA completed plan review of the Dragoon project. The project is a solar electric generating facility of approximately a 250-acre site.

**City of Mountain View
Mountain View, CA.....**

This project consisted of five-levels above grade housing 16,200 sq. ft. of retail space at the pedestrian level and four levels for parking above. On the rooftop, a 90-kilowatt photovoltaic solar power system, serves as shaded carports that also generate enough power for the structure’s elevators and parking-level lighting.

**Microsoft
Mountain View, CA.....**

This project consists of a solar panel array at its Silicon Valley Campus consisting of 2,288 tiles with a peak capacity of 480 kilowatts.

**U.S. Wind Power
Altamont/Patterson Pass, CA.....**

This project consists of design, review and inspection of thousands of experimental wind turbines (typically in groups of two dozen or more) to determine the best efficiency in the turbine designs, as well as operating velocities. In some instances, we performed investigations of failed devices that occurred due to rotational torques on anchor bolts being exceeded during peak use. Additionally, we design step-up or step-down devices to deliver generated power to approved energy providers.



Storage Facilities

Bay Rock Storage

Milpitas, CA.....

Plan review was completed in 2016 for a new storage facility located on north side of Montague Expressway. The facility consists of 4 buildings approximately 171,925 sq. ft.



Goodyear Public Storage and RV

Goodyear, AZ.....

Plan review was completed for a new private and R.V/boat storage facility located on 11.5 acres. The facility consists of 8 buildings with sizes varying from 1,800 sq. ft. to 4,846 sq. ft. The type II-B construction buildings will also house an administrative office, retail store (for storage supplies), residence for a full-time caretaker, a holding tank dump station and boat/R.V. maintenance shop, comprising an aggregate mixed use of B, M, R, and S occupancies.

Tropicana and Jones Extra Space Storage

Las Vegas, NV.....

This project is an 110,000-sq.ft self-storage facility located on W. Tropicana Avenue. The storage facility has more than 500 storage units ranging in size from 5'x 5' to 10'x 30,' some of which are climate-controlled for sensitive items.

Shums Coda Associates provides a partial list of jurisdictions we provide services to.

Jurisdiction	Year Began Providing Services	Services Provided			
		Inspections	Plan Review	Building Official	Permit Technician
UTAH					
State of Utah, DFCM	2019	✓			
Wasatch County, Utah	2019	✓	✓		
Kaysville City	2019	✓			
Farmington, Utah	2019	✓	✓		
St. George City, Utah	2019	✓	✓		
Herriman City, Utah	2019		✓		
Hurricane City	2019		✓		
Greater SLC County	2019		✓		
Springville City, Utah	2019		✓		
Taylorsville City	2019	✓			
Rich School District	2019	✓			
Washington City	2018	✓	✓		





Shums Coda Associates PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 15 day of February, 2020, by and between the Jurisdiction of South Weber City ("Jurisdiction") and Shums Coda Associates ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

- Scope of Services:** The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."
- Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
- Compensation:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by Jurisdiction under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Jurisdiction at the time of payment.
- Method of Payment:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent, and by whom, and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff. When payments made by Jurisdiction equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by Jurisdiction.
- Ownership of Documents:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the Jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.
- Independent Contractor:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **Interest of Consultant:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Jurisdiction or of any Jurisdiction official, other than normal agreement monitoring; and,
 - b. possesses no authority with respect to any Jurisdiction decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].
8. **Professional Ability of Consultant:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
9. **Indemnity:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.
10. **Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:
- a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
 - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
 - e. **Policy Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - 1) The Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Jurisdiction, including any self-insured retention the Jurisdiction may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the Jurisdiction, its elected or appointed officers, officials, employees, agents or volunteers.
 - 5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Jurisdiction.
 - d. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Jurisdiction. At the Jurisdiction's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - e. **Certificates of Insurance and Endorsements:** Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Jurisdiction on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Jurisdiction at all times during the term of this Agreement.
11. **Compliance with Laws:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. **Licenses:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at

its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a business license, if required.

13. **Controlling Law Venue:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.
14. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction: South Weber City
1600 East South Weber Drive
South Weber, UT 84405

If to Consultant: **Shums Coda Associates**
5776 Stoneridge Mall Rd., Ste. #150
Pleasanton, CA 94588

15. **Consultant's Books and Records:**
- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
 - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where Jurisdiction has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Jurisdiction may, by written request by any of the above named officers, require that custody of the records be given to the Jurisdiction and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.
16. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
18. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **Litigation Expenses and Attorneys' Fees:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counter part.
21. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and consultant nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

JURISDICTION:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Attachments: Exhibit A - Scope of Services
Exhibit B - Schedule of Fees
Exhibit C - SCA Schedule of Charges

EXHIBIT A SCOPE OF SERVICES

Building Plan Review Services

Plan Review: Consultant will perform plan reviews to cover one or more of the following disciplines: architectural, structural, mechanical, electrical, plumbing, accessibility, fire, engineering and energy requirements - all as modified or amended by the City, and per the City's currently adopted building codes.

Comment Lists and Plans Delivery: City is responsible for notifying SCA when plans are ready for review, whether hard copies are needed to be picked up or electronic files are ready for download. Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections.

Turn-Around Schedules: SCA will generally complete plan reviews per the following schedule.

	Number of Working Days	
	Initial Check (1st):	Recheck(s):
Residential		
New Single Family Dwellings	10	5
New Multi-Family Townhomes/ Apartments (Standard)	10	5
New Multi-Family Apartments (Large Scale)	15	10
Addition/Remodel	10	5
Commercial		
New Construction	10-15	5-10
Addition/Remodel	10	5

Other turnaround schedules will be accommodated at request of Jurisdiction.

Technical Support: When mutually agreed between the City and Consultant as vital to project success, SCA staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel on an as-needed basis.

Inspection Services

Consultant will provide building inspector(s) as requested by the City. Inspector(s) will report directly to the City Building Official or other person designated by the City for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned.

Other Services

Consultant will provide other services as specifically requested by the City. Additional services provided shall have scope and compensation mutually agreed upon by Consultant and City prior to commencement of said services.

EXHIBIT B SCHEDULE OF FEES

Building Plan Review Fees

Fees for comprehensive plan reviews, performed at SCA offices, will be equal to 50 % percent of the plan review fees as calculated per the City. The City will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees based on current valuation table published by ICC and the 1997 IBC Table 1-A.

The above fee covers all services associated with the typical plan review, including:

- Delivery of design documents to the jurisdiction.
- First, second, and third abbreviated reviews, if necessary, to approve projects
- Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects.

Additional plan reviews (extensive third reviews or more) that may be required will be charged on an hourly rate (per attached Exhibit C – Schedule of Charges).

Partial Plan Reviews for Building Departments

Structural-only plan review fees will be fifty percent (50%) of the plan review fees as calculated per the jurisdiction. Special project fees (e.g., plumbing / mechanical / electrical-only, URM) can be based on a percentage of the plan review fee, hourly rate or other fee methods mutually agreeable to both parties.

Other Potential Fee Types for Building Department

For projects where percentage fees are not applicable, or for plan review projects requiring services far exceeding the normal expectations, the attached hourly rate listed in SCA's Schedule of Charges will be used. (Exhibit C)

Inspection Fees for Building Departments

On-site field inspection related support services are performed on an hourly fee basis as listed in the attached Schedule of Charges (Exhibit C).

Public Works Support & Inspections

Public Works design, plan review, maps checking or field inspection can be supplied on an hourly basis. See the attached Exhibit C.

EXHIBIT C
SCHEDULE OF CHARGES

Personnel Charges – Plan Review and Inspection Services

Personnel Description:

Hourly Billing Rate:

Principal	\$150
Acting Building Official	\$110
Senior Plan Review Engineer/Architect	\$110
Plan Review Engineer/Architect	\$105
Senior Plans Examiner	\$85
Plans Examiner	\$75
Engineer (Civil Reviews)	\$110
Fire Protection Plan Examiner	\$90
Fire Protection Engineer	\$160
Fire Systems (Commercial Sprinklers/Alarms/Hoods/Racks/Smoke Control)	TBD
Permit Technician	\$60
Clerical Support	\$45
Inspector EMERGENCY ASSIGNMENT	\$85
Inspector II	\$70
Inspector I	\$60

** Overtime for inspection hours will be billed at one hundred fifty percent (150%) of the hourly rate above. Upon Building Official Approval