



City of San Leandro

Meeting Date: June 20, 2016

Staff Report

File Number: 16-315

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.T .

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Approving three Consultant Services Agreements for Third Party Plan Check Services Between the City of San Leandro and 4LEAF for \$35,000; AHG Architectural Services for \$65,000; and TRB+Associates for \$100,000.

SUMMARY AND RECOMMENDATIONS

Construction activity in the City is currently high and is projected to continue in FY 2016-17. Third party plan check consultants assist the City in managing the work load in order to meet deadlines and provide quality customer service. Staff recommends the City Council authorize the City Manager to enter into three Consultant Services Agreements for third party plan check services for a combined not-to-exceed amount of \$200,000 in order for the Building Division of the Community Development Department to continue providing plan check services in a timely manner during this period of significant development activity.

BACKGROUND

The City of San Leandro's Building and Safety Services Division of the Community Development Department ensures minimum standards to safeguard life, limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, locations and maintenance of buildings and structures within the City through plan review, permit issuances and inspection.

The volume of construction activity, as well as the type and complexity of projects, has increased significantly since 2013. Between 2007 and 2012, the average annual construction valuation of building permit activity in the City was \$62 million. Since 2013, the average annual valuation has increased to \$126 million. The majority of the increase in activity is occurring in the commercial and industrial segments. Residential investment currently accounts for approximately 12% of construction value.

Third party plan check consultants assist the City during times of high activity to meet

deadlines and enable the City to provide quality customer service. The FY 2016-17 Budget includes \$200,000 for Third Party Plan Check consultants.

Analysis

In order to retain services from third party plan check consultants, a Request for Proposals (RFP) was issued on February 12, 2016. The responses were evaluated based on the following criteria: qualifications and understanding of the RFP, experience of the firm, staffing and resources. Staff is recommending the City contract with TRB+Associates (TRB) and 4LEAF for outside plan check services and AHG Architectural Services for staffing, on an as-needed basis.

The contracts are for a two year period and include a provision for fixed fee plan check review charged as a percentage of the City's established plan check fees. Staff augmentation would be paid based on the hourly rates established for the various positions.

TRB was selected because of the size of their engineering staff, their considerable experience with complex construction methods and the quality of their past work with the City. The Agreement with TRB is for a not-to-exceed amount of \$100,000.

4LEAF provides plan check services and staffing (inspectors, plan checkers and technicians) throughout the western United States. The Agreement with 4LEAF is for a not-to-exceed amount of \$35,000.

AHG Architectural provides plan check services and staffing. They were selected based on their ability to provide quality contractual personnel. The Agreement with AHG is for a not-to-exceed \$65,000.

Staff recommends the City Council authorize the City Manager to enter into the three Agreements for a combined not-to-exceed amount of \$200,000, effective on or after July 1, 2016, in order for the Building Division to continue providing plan check services in a timely manner during this period of high development activity.

Summary of Public Outreach Efforts

The Request for Proposals for Third Party Plan Review Consulting Services was posted on the City's website and sent to qualified consulting firms in the area.

Legal Analysis

The Consulting Services Agreements have been reviewed by the City Attorney and approved as to form.

Fiscal Impacts and Budget Authority

This \$200,000 General Fund expenditure is included in the FY 2016-17 budget expenditure account 010-42-002-5120.

ATTACHMENT

Attachments to Related Legislative File

- 4LEAF CSA 2016
- AHG Architectural Services CSA 2016
- TRB+Associates CSA 2016

PREPARED BY: Cynthia Battenberg, Community Development Director



City of San Leandro

Meeting Date: June 20, 2016

Resolution - Council

File Number: 16-312 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving Consulting Services Agreements for Third Party Plan Check Services Between the City of San Leandro and 4Leaf, Inc. for \$35,000; AHG Architectural Services for \$65,000; and TRB+Associates for \$100,000

WHEREAS, agreements between the City of San Leandro and 4Leaf, Inc., AHG Architectural Services, and TRB+Associates, copies of which are attached, have been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreements.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said agreements expiring June 30, 2018 are hereby approved and execution thereof is hereby authorized for third party plan check services provided by three (3) qualified firms as provided in the associated staff report:

- 4Leaf, Inc. for an amount not-to-exceed \$35,000;
- AHG Architectural Services for an amount not-to-exceed \$65,000;
- TRB+Associates for an amount not-to-exceed \$100,000

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND

4LEAF, Inc.

FOR

PLAN CHECK SERVICES

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and 4LEAF, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2016 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2018. Subject to mutual agreement of the parties, this Agreement may be extended two years. Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-verification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$35,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth

herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
 - The Consultant's signature;
 - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General

Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning

any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for

employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by consultant; or

- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Consultant's Books and Records.** 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 the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Jerome Smith Jr. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

4LEAF, Inc.

2110 Rheem Dr. Suite A

Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of San Leandro, Building and Safety Services

Attn. Jerome Smith Jr. Chief Building Official
835 East 14th Street
San Leandro, CA 94577

With a copy to:

City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

- Exhibit A Scope of Services
- Exhibit B Compensation Schedule & Reimbursable Expenses
- Exhibit C Indemnification

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

4LEAF, Inc.

Chris Zapata, City Manager

Kevin Duggan, President

Attest:

Consultant's DIR Registration Number, if applicable

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

Form 700 Not Required

Form 700 Required

Cynthia Battenberg, Community Development Director

1969630.2 (2015)



EXHIBIT A SCOPE OF SERVICES

City of San Leandro, Community Development Department
February 26, 2016
835 East 14th Street
San Leandro, CA 94577
Attn: Jerry Smith, Chief Building Official

RE: Qualifications to Provide Building Plan Check Services

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our proposal to provide Building Plan Check Services to the City of San Leandro (City). 4LEAF has been providing these services for numerous public and private clients in California for more than 15 years and is looking forward to the opportunity to provide these services for the City. 4LEAF is the ideal choice for the following reasons:

Local Experience

4LEAF was established in 1999 and incorporated in 2001 and is a full-service engineering firm specializing in providing plan review, building inspection, and building department management services. Currently, we are supplying similar services to nearly 100 public agencies throughout California including the nearby municipalities of the County of Alameda, City of Dublin, City of Pleasanton, City of Newark, and the City of Fremont.

Approach

Our staff incorporates the right combination of experience, education, certifications, and registrations, allowing the 4LEAF team to provide a wide range of resources customized to the specific requirements of each client and project. 4LEAF principals and project managers have the experience to handle any requests. You can be confident that you will be dealing with staff that understands your department and service protocols. **Our approach to providing professional Plan Review Services to the City is straight forward:**

- Provide you with a lineup of **highly-qualified professionals** who know how to partner successfully with the City.
- Supply **proven resources and innovative ideas**.
- Offer **resource reliability and flexibility**.
- **Respond** to your needs.
- **Communicate** with you honestly and candidly.

Comprehensive Plan Review Services

4LEAF is one of the Building & Safety industry's leader in providing professional plan review. The City will have access to 4LEAF's comprehensive plan review team which includes Engineers, Architects, Fire Inspectors / FPE's, and ICC-Certified Plan Review staff. 4LEAF's plan review services include:

- Structural Engineers and Mechanical/Electrical/Plumbing Plan Review Staff.
- Fire Review.
- Civil Review.
- Electronic plan review services.
- Expedited plan review services.
- Hourly plan review.
- Special negotiated discounted rates for large/complex reviews.



- Immediate response from 4LEAF's project manager or management team on all questions and requests.

☑ **CASp Expertise**

4LEAF has approximately 10 Certified Access Specialists on staff. We have performed CASp inspection and plan review projects and have consulted on numerous construction projects for accessibility questions and advice.

☑ **Leadership**

The contract with the City of San Leandro will be managed by Craig Tole and Abby Obligation from our Pleasanton office. They have a proven track record of success with Cities and Counties neighboring the City of San Leandro.

We look forward to the opportunity to serve the City of San Leandro. Should you have any questions, I may be reached on my office phone at (925) 462-5959 or by cellular phone at (925) 596-3644. You may also reach me at cmanzeck@4leafinc.com.

Sincerely,
4LEAF, Inc.

Christy Manzeck
Project Coordinator

Table of Contents

Section A.	Statement of Qualifications and Interest ❖ Plan Check Project Examples
Section B.	Staffing Capacity and Project Management
Section C.	Experience ❖ Plan Check Staff Resumes
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Section E.	Plan Check Turn-Around Times
Section F.	References
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Section A: Statement of Qualifications and Interest

4LEAF, Inc. (4LEAF) is a California “C” Corporation that was established in 1999 and incorporated in 2001 by experienced engineers and managers with a focus on providing plan review, project inspection, and on-call inspection services to municipal Building and Public Works Departments. With the goal of setting the industry standard for excellent customer service, 4LEAF has grown to **nearly 200 personnel (including more than 100 Building Inspectors with approximately 75 of those full-time)** throughout California, Washington, Massachusetts, and Nevada.

Principal/Management Team:

President: Kevin Duggan
(P) – (925) 462-5959 (E) - kduggan@4leafinc.com

Vice President: Gene Barry, P.E.
(P) – (925) 462-5959 (E) - gbarry@4leafinc.com

Vice President: Bert Gross, P.E.
(P) – (916) 965-0010 (E) - bgross@4leafinc.com

Director/PM: Craig Tole – Primary Contact
(C) – (925) 580-4055 (E) - ctole@4leafinc.com

Bay Area - Headquarters

2110 Rheem Drive
Pleasanton, CA 94588

Washington Office

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

Sacramento Office

8896 North Winding Way
Fair Oaks, CA 95628

4LEAF Consulting, LLC

125 E. Reno Avenue, Suite 3
Las Vegas, NV 89119

4LEAF maintains the **largest database of qualified personnel of varied qualifications.**

<i>Title</i>	<i># of Staff</i>	<i>Title</i>	<i># of Staff</i>
ICC Certified Plans Examiners	25+	ICC Certified Inspectors & Inspectors of Record	100+
ICC Certified Building Officials	10	Registered Architects	3
Registered Engineers (PE, SE)	20	ICC Permit Technicians	8
Code Enforcement Staff (PC832)	8	CASp	10
Construction Managers/Inspectors	18	QSP/QSD	3

4LEAF has a proven track record of reviewing and inspecting projects of all sizes and complexities including:

City/County-owned facilities

Large Campuses

Stadiums/Arenas

Commercial Office Parks

Detention/Criminal Justice Facilities

Essential Service Facilities

Laboratories

Military Projects

Site Work

Water Front

Health Care Facilities

Transportation Facilities

Commercial Shopping Centers

High-Profile Type B Commercial Construction

Large-Scale Residential / Master Planned

Multi-Family Projects

As an experienced firm, 4LEAF has approaches to working with clients that are very different from those you might find when working with a large corporation. Our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate plan review and inspection services. 4LEAF has been the industry leader in providing Building Department Services to public and private clients throughout California.

4LEAF has provided plan review and inspection services for numerous projects including office campuses, parking garages, transportation facilities, city-owned buildings, universities, public schools, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. 4LEAF has also performed thousands of plan reviews on residential properties and tenant improvements.

Having served more than 100 jurisdictions, 4LEAF has carefully crafted solutions to just about any type of building and safety activity our clients might likely encounter. With years of experience behind our services, we feel confident in undertaking unique, as well as traditional, issues and challenges. Our knowledgeable staff are certified and registered and many have the dual benefit of having worked in the public sector before joining the 4LEAF team. Because we serve as an extension of building departments, we believe we have a distinct understanding of client’s day-to-day needs, and we have developed methods and systems that work.

4LEAF can provide staff who specialize in a full-range of municipal building safety services that are tailored to our client’s needs and requests. 4LEAF has the training and experience to provide building department administrative services to jurisdictions ranging from Certified Building Official support to Permit Counter services.

4LEAF’s staff has a depth of experience in working with all types of building structures and has performed inspection and plan review services on more than \$25 billion dollars in construction during the past 15 years. We have worked with planning and building departments in the construction, rehabilitation, and repair of both public and private buildings as well worked with design review and preservation boards to determine the design criteria and associated project requirements of building improvements. In addition, our staff have performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

Basic Services Provided by Firm

Building Department Services	Construction Management and Public Works Inspection	Engineering / Environmental Services
<ul style="list-style-type: none"> • Jurisdictional Inspectors <ul style="list-style-type: none"> ❖ Residential ❖ Commercial • DSA Inspectors of Record • OSHPD Inspectors of Record • ICC Certified Plan Review • California Certified Accessibility Specialists (Inspection & Review) • Leed Accredited Professionals • ICC Certified Building Officials • Complete Building Department Services • In House Plan Review • Offsite Plan Review • Property Condition Surveys 	<ul style="list-style-type: none"> • Constructability Reviews • Baseline Schedule Review • Stakeholder Coordination • Submittals & RFI’s Review • Performing Claims Analysis • Public Works Inspection • Construction Monitoring & Reporting 	<ul style="list-style-type: none"> • Phase I & II Environmental Assessments • Storm Water Pollution Prevention • CERCLA and RCRA Remedial Investigation Work Plans • NPDES Permitting and Compliance • Engineering Cost Estimates • Geotechnical Engineering • Soil Characterization & Waste Profiling • Health & Safety Plans

Plan Review

4LEAF plan reviews approximately 2,000 plans each year and has the depth of experience in providing consultant services on a variety of projects. Our project history includes City/County owned properties, laboratories, military projects, transportation projects, office buildings, criminal justice facilities, health care facilities, and high-profile Type B commercial construction projects. Our project history includes:

- Undisclosed Casino – (\$1.7 Billion) **“Recently Awarded”**
- Administrative Office of the Courts – (\$200 Million)
- City of Cupertino – AC2 Parking Garage (Undisclosed)
- City of Livermore – Fire/Building Reviews for Paragon Outlet Mall – Phases 1 & 2 (\$100 Million)
- County of Stanislaus – County Jail Buildings 1, 2, and 3 (\$90 Million)
- City of Cupertino – Main Street Cupertino (\$300 Million)
- County of Calaveras – Adult Detention Facility and Administration Building (\$68 Million)
- City of East Palo Alto – University Plaza (\$65 Million)
- City of Pleasanton – Clorox Campus (\$60 Million)
- City of Palo Alto – College Terrace (\$50 Million)
- City of Dublin – Ross Headquarters (\$50 Million)
- Tuolumne County – Juvenile Detention Center (\$35 Million)
- County of Alameda GSA – Ashland Youth Center (\$34 Million)
- City of Palo Alto – Stanford Hospital Parking Garage and Visitors Center (\$32 Million)
- City of Palo Alto – Park Blvd, Park Plaza (\$30 Million)
- City of Monterey – Conference Center Renovation (\$25 Million)
- City of Pleasanton – BRE Multifamily (\$25 Million)
- City of Palo Alto – VMware (\$125 Million)

Project Inspection

4LEAF is the Northern California’s leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Apple Campus 2 (\$6 Billion)
- VMware (\$1.3 Billion)
- CDCR (\$800 Million)
- Taube-Koret CJL (\$350 Million)
- UC Merced Phase 1 (\$350 Million)
- California Dept. of Parks and Recreation (DPR) (\$250 Million)
- St. Joseph’s Hospital, Stockton, CA (\$120 Million)
- BART Dublin Station, Dublin, CA (\$116 Million)
- Lawrence Berkeley National Lab CRTF (\$115 Million)
- Los Angeles Downtown Park (\$100 Million)
- Stockton Ball Park and Arena (\$100 Million)
- Calaveras County Jail (\$68 Million)
- Downtown Health Center, Santa Clara County (\$50 Million)
- OSHPD Campus Work, Stanford University (\$50 Million)

Public Works Projects

- City of Walnut Creek Streetscape (\$TBD)
- Clark County I-215 Interchange (\$50 Million)
- Amtrak Extension, Sac RT (\$40 Million)
- America’s Cup Marina (\$25 Million)
- Richmond Field Station (\$25 Million)
- Yosemite Slough, Candlestick Pt. (\$14 Million)
- PG&E Gas Pipeline Replacement (\$10 Million)
- Downtown Burlingame Utilities (\$8 Million)
- W. Sacramento Capitol Ave (\$7 Million)
- W. Sacramento Tower Bridge (\$6 Million)
- Auburn Blvd, Citrus Heights (\$5 Million)
- City of Cotati Train Depot (\$1.7 Million)

Experience with Public Agencies

4LEAF is the largest provider of ICC Certified Combination Inspectors. 4LEAF currently supplies more than **100 ICC Inspectors** to municipal clients both on an on-call basis or permanent assignment. 4LEAF also performs a multitude of **plan review services** for these clients both on-site and from our 4LEAF office locations.

City / County / State On-Call Clientele

City of Palo Alto	City of Pleasanton	City of Alameda
City of Cupertino	City of Livermore	California State Parks
City of Tracy	City of Dublin	County of Stanislaus
City of Lathrop	City of Concord	County of San Luis Obispo
County of San Joaquin	City of Walnut Creek	City of Hollister
City of Modesto	City of Berkeley	City of Daly City
County of Santa Clara	City of Rohnert Park	City of Stockton
County of San Mateo	Town of Danville	City of Merced
City of East Palo Alto	County of Alameda	City of Rocklin
City of Galt	City of El Cerrito	City of Riverbank
City of San Mateo	City of Pittsburg	City of Los Altos
City of San Leandro	City of San Ramon	City of Roseville
City of Gilroy	City of Martinez	City of Burlingame
City of Tulkwila, WA	City of Fremont	County of Tuolumne
City of Monterey	City of Brentwood	City of Sunnyvale City
of Enumclaw, WA	Clark County, NV	City of Davis
City of Auburn, WA	Town of Tiburon	City of Carmel By-The Sea
City of Santa Cruz	City of Citrus Heights	City of Bainbridge Island, WA
City of San Jose	College of Marin	University of California, Davis
City of Sacramento	City of Folsom	County of Fresno
City of Pinole	City of Hayward	City of Vallejo

Since 2007, 4LEAF has provided numerous combination inspectors to assist the City’s staff with performing routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences due to illness and/or market demand.

On-Site Plans Examiners

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. A majority of our plans examiners are California-Registered Engineers and are responsible for reviewing large projects under the direction of the City’s Chief Building Official with values ranging between \$100,000 and \$50 Million. Projects range from large commercial, restaurants, office parks, and custom residential projects. Some of our larger projects include:

• Stanford Hospital (Parking Garage & Visitors)	\$32,000,000.00
• Hilton Hotel (4 Stories and underground park)	\$18,022,200.00
• Stanford School of Medicine (3165 porter)	\$17,098,981.00
• VM Ware (Sitework Phase 3)	\$13,000,000.00
• Stanford School of Medicine (3155 Porter)	\$12,709,237.00

Inspection Services (Project Specific)

4LEAF provided the Project Inspector on the City of Palo Alto’s new **Mitchell Park Library and Community Center** under Turner Construction Management. 4LEAF was responsible for performing combination inspections for this LEED Gold Certification project. The project consisted of a new 56,000 sq. ft. joint facility that replaces two former facilities. The new Mitchell Park Library and Community Center is a highly sustainable joint-use facility that will be a vibrant destination for civic, cultural, social, educational, and recreational activities.



4LEAF provided the building inspection services on the **Taube-Koret Campus for Jewish Living**. This project replaced the old Sun Microsystems campus and made way for a 8.6 acre and **\$350 Million** mixed-used facility which included Senior Housing, Gymnasium, in-door and outdoor swimming pools, parking structure, theatre, school, etc. This project was the recipient of several awards and was a huge benefit to the community.



4LEAF provided two full-time inspectors to the new VMware campus. This project was a **\$1.3 Billion** expansion project at the Stanford Research Park. This project included the construction of an extensive expansion and renovation of the existing corporate office campus totaling approximately 800,000 sq. ft. and three (3) parking garage structures totaling approximately 2,900 stalls. This project is pending LEED Certification.



Annual Contract Value: ~\$2 Million

Client Name: City of Palo Alto
Client Reference: Peter Pirnejad, P.E., Director
Client Telephone: (650) 991-8157
Client Address: 285 Hamilton Ave. Palo Alto, CA 94301
Email: Peter.Pirnejad@CityofPaloAlto.org

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is currently performing on-call building inspection, plan review, and fire plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City.



Technology Company Campus (Undisclosed Client)

4LEAF was recently rewarded a contract for a new *multi-billion dollar* state of the art corporate campus and parking structures on a 176-acre site that will be a **world class headquarters** for 23,400 technology employees.



The project includes the demolition of approximately 2.6 million square feet of building space within the project site, and the construction of **3.4 million square feet of office, research, and development uses.**

Main Street Cupertino Project

4LEAF is currently performing a review on the Main Street Cupertino Project. The 17.4 acre Downtown Cupertino project includes 130,000 square feet of retail space, 100,000 square feet of office space, and 160 units of high-end senior Housing. This project is a collaborative effort working closely with the City of Cupertino, the design professionals and the developer. This project includes:

Site Description / Master Plan

- Main Street Cupertino Encompasses 17.4 Acres
- 130,000 Square Feet of Retail
- One Acre European Inspired, Public Square
- 100,000 Square Feet of Class-A Office
- 150-250 Room Hotel
- 160+ Units of High-End Senior Housing



Annual Contract Value: \$4 Million

Client Name: City of Cupertino
Client Contact: Albert Salvador, P.E., CBO
Client Address: 10300 Torre Ave, CA 95014
Client Telephone: (408) 777-3328
Email: AlbertS@Cupertino.org

On-Call Plan Review, Code Enforcement, and Inspection Services

Since 1999, 4LEAF has maintained an on-call contract with the City of Dublin Building Department to provide third-party plan review, code enforcement, and inspection services. 4LEAF is responsible for inspection work being performed within the City's jurisdiction on projects ranging from major new development areas to capital improvement projects and infill development. 4LEAF has supplied as many as **14 continuous staff to the City of Dublin** during the course of this on-going contract.



4LEAF has performed plan review and inspection services of the Ross Corporate Campus located in Dublin, CA. To date this includes the tenant improvements of three, 3-story buildings totaling approximately 360,000 sq. ft.

ROSS
DRESS FOR LESS

Sizes:

5120 Hacienda – 100,000 Sq. Ft.
5130 Hacienda – 100,000 Sq. Ft.
5140 Hacienda – 100,000 Sq. Ft.
Valuation: \$68 Million
Turn-Around: 3 Weeks
Consultant Fee: ~\$25,000
Occupancies B and A-3

Building Department plan reviews typically include a Structural review, Building (life-safety) review, Accessibility / ADA review (performed by a Certified Access Specialist), Energy Compliance / Title 24 review, and a MEP review. All final submitted project documents must be wet stamped and signed the per State of California regulations.

4LEAF inspection staff members have provided combination building inspection services for some of the **City's most important commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries,** and countless *capital improvement projects*. 4LEAF inspection staff members have also provided combination building inspection services on numerous *high-density residential projects* which routinely required Type V one- hour inspections.

These projects include:

- Ulfert's Center
- Grafton Station
- Gateway Medical Center
- Avalon Bay
- Tassajara Ranch
- Emerald Place
- City of Dublin Library
- Dublin Ranch



Annual Contract Value: \$1.2 Million

Client Name: City of Dublin
Client Contact: Gregory Shreeve, C.B.O., Chief Building Official
Client Telephone: (925) 833-6620
Client Address: 100 Civic Plaza, Dublin, CA 94568
Contact Email: Gregory.Shreeve@ci.dublin.ca.us



4LEAF currently provides as-needed building inspection and plan review services for the City of Pleasanton, which features an affluent community of high-value residential and commercial real estate.



Project Highlights

4LEAF has been tasked with performing the plan review and inspection services for the Workday Corporate Campus located in Pleasanton, CA. To date this includes the tenant improvements of five, 5-story buildings totaling approximately 300,000 sq. ft. and will also include a new 6-story building totaling approximately 450,000 sq. ft. and two parking garages (one, 4-story and one, 5-story). Building Department style plan review to include a Structural review, Building (life-safety) Review, Accessibility / ADA Review (performed by a Certified Access Specialist), Energy Compliance/Title 24 Review, and Plumbing/Mechanical/Electrical Review. All final submitted project documents must be wet stamped and signed by the project’s registered engineer(s) or licensed architect(s) per State of California regulations.



Current Buildings – Tenant Improvements



New Campus



<p>Size: Tenant Improvements - 360,000 sq. ft.</p> <p>Size: New Building + Garages - 700,000 sq. ft.</p> <p>Valuation: \$TBD</p> <p>Occupancies B and A-3</p>

Annual Contract Value: \$500,000

Client Name: City of Pleasanton
Contact Name: George Thomas, Chief Building and Safety Official
Client Telephone: Office: (925) 931-5303
Contact Email: Gthomas@cityofpleasantonca.gov

4LEAF has provided the City of Sacramento plan review, field inspection, and permit processing services during the past decade and has established a collaborative working relationship with the City's Community Development Department. Our staff are well versed in the City's processes and procedures, and we take pride in providing excellent customer service and technical expertise.



Project Highlights

California Family Fitness, K Street

One of the most interesting City projects that 4LEAF reviewed in the past three years was the California Family Fitness project on K Street. This project is on the revitalized K Street Corridor and is a renovation of an existing unreinforced masonry building that had no as-built or drawings. The 31,000 sq. ft., 4-story, Type IIA, A-3/B occupancy building is a \$4.5 million project for which 4LEAF performed Life Safety/Accessibility/Structural/Plumbing/Mechanical/Electrical reviews. We collaborated closely with the City's Project Manager and the design team to work through some difficult design constraints which required the submittal and approval of an alternate material and methods of construction.



Hobby Lobby, Arden Way

4LEAF performed all plan reviews for the new, \$5 million, 55,000 sq. ft., single-story, Type V-B **Hobby Lobby** store. We worked closely with the City's Project Manager in order to meet some very tight construction schedule constraints.

Fresh and Easy Grocery Store, Broadway and 34th Street

4LEAF performed a Life Safety/Accessibility/Structural Review of a new \$2 million, 15,000 sq. ft., Type V-B construction for the **Fresh and Easy** grocery store on Broadway and 34th Street. 4LEAF worked in collaboration with City staff to complete this project in an accelerated time frame. 4LEAF worked closely with the City's liaison who fostered this project through the permit process.



Annual Contract Value: \$1 Million

Agency Name: City of Sacramento
Contact Name: Winfred DeLeon, Building Official
Contact Telephone: Office: (916) 808-5475
Contact Email: WDeleon@cityofsacramento.org

Plan Review and Inspection Services



4LEAF performed architectural, structural, and MEP reviews and Inspector of Record services on the County of Calaveras \$68 million New Adult Detention Facility and Sheriff's Administration Building on behalf of the County and Kitchell CEM. This project included construction facilities of 160 beds.



The project generally consists of the construction of three new buildings totaling approximately 130,000 square feet along with associated on-site and off-site improvements. On-site work includes construction of site grading, utility infrastructure, parking, roadways, sidewalks, fencing, landscaping and other improvements of the approximately 11.47 acre building site. Off-site improvements include construction of a new access roadway, existing roadway improvements and off-site utility improvements required for the project.

Building construction consisted of:

- A new 41,485 square foot Sheriff's Administration Building (Type II-B, Essential Services Facility).
- A new 76,537 square foot Adult Detention Facility (Type I-B).
- A new 12,035 square foot Dormitory Building (Type I-B).

<p>Plan Review: Size: 130,000 Sq ft Valuation: \$68 Million Plans Received: 12-2-10 Review Completed: 2-8-11 (includes all re-checks) Consultant Fee: \$20,000</p>



Client Name: County of Calaveras
Project Location: San Andreas, CA
Client Contact: Jeff White, CBO
Client Address: 891 Mountain Ranch Rd
San Andreas, CA 95249
Client Phone: (209) 754-2823
Completion Date: October 2013



Stanislaus County Capital Projects

Plan Check Services

To date, 4LEAF has completed plank check services on the following projects:

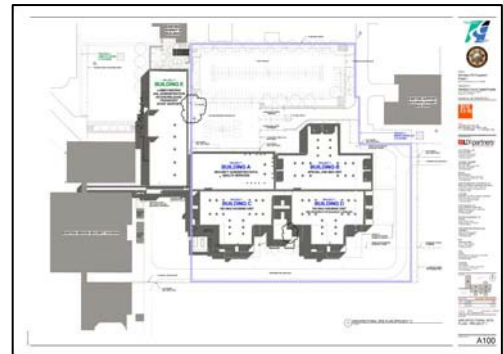
- Barracks Replacement
- Coroner Facility
- Psychiatric Facility
- Public Safety Center Projects 1, 2, and 3



Project Examples

Public Safety Center Projects 1 & 3

- **Project One (Maximum-Security/Medical/Mental Health Housing Units)** – Includes two maximum-security housing units (240 beds each), special needs housing unit, medical and mental health housing unit (72 OSHPD-licensable beds), health services facility, and security administration, to be funded 90% by Assembly Bill/AB 900 Phase II funding and 10% by County matching funds.
- **Project Three (Intake, Release, Transportation)** - Includes various support facilities to be funded entirely by County funds through funds set aside from Public Facility Fees.



These projects consist of 135,200 square feet (sf) of housing, treatment, and program space on approximately 9 acres of the greater 127± acres of County-owned land on which the County's existing Public Safety Center is located. Projects One and Three will include two new buildings constructed primarily of steel and concrete for security and long-term durability. Project One will be a jail expansion, approximately 101,600 sf, that includes two maximum security adult detention housing units, one medical/mental health housing unit, a health services unit, a security administration (control) center, and all necessary circulation and common space. Project Three will be an intake, release, and transportation center, approximately 33,600 sf. Both of these facilities will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation; and

Size: 270,000+ Sq. ft.
Valuation: ~\$100 Million
Plans Received: 10/2014
Review Completed: On-Going
Consultant Fee: \$80,000
Total Beds: 552

Client Name: County of Stanislaus
Project Location: 200 E. Hacket Rd, Ceres, CA
Client Contact: Patricia Hill Thomas, COO
Client Address: 1010 10th Street
 Modesto, CA 95354
Client Phone: (209) 525-6333
Completion Date: 2015

Occupancies A/B/I Types II-B and II-A



Administrative Office of the Courts

Plan Review Services

4LEAF is currently under contract to perform the architectural, structural, and MEP reviews for projects procured by the Administrative Office of the Courts. To date, 4LEAF has or is currently reviewing three separate projects for the Administrative Offices of the Courts. These building department style plan reviews include a Structural review, building (life-safety) review, accessibility / ADA review (performed by a Certified Access Specialist), energy compliance / title 24 reviews, and a Plumbing / Mechanical / Electrical review. All final submitted project documents must be wet stamped and signed by the project's registered engineer(s) or licensed architect(s) per State of California regulations. **These projects include:**

- Solano County Courthouse
- Yuba City Courthouse
- Hanford Courthouse

Kings County Courthouse, Hanford, CA



The proposed new courthouse, which is slated to begin construction in March 2013, will replace and consolidate five existing facilities. The facility, which will measure approximately 144,460 square feet, will include 12 courtrooms; support space for court administration and public services; a self-help center; improved jury assembly accommodations.

Size: 144,460 Sq ft
Valuation: \$136 Million
Consultant Fee: \$19,000

The project sustainability goal is LEED Silver certification, and the anticipated completion date for the courthouse is March 2015.



Solano County, Old Solano Courthouse Renovation, Fairfield, CA

The proposed new courthouse will be approximately 25,000 square feet and will include the renovation of the original courthouse that was built in 1911.

Size: 25,418 Sq ft
Valuation: \$25 Million
Consultant Fee: \$20,000



Yuba City Courthouse, Yuba City, CA

The proposed new courthouse will be approximately 79,000 square feet and will include seven new court rooms. Construction is scheduled to be completed at the end of 2014.

Size: 78,701 Sq ft
Valuation: \$74 Million
Consultant Fee: \$22,000

Client Name: Administrative Office of the Courts
Project Location: Various
Client Contact: Grant Walker
Client Address: 455 Golden Gate Ave
San Francisco, CA 94102
Client Phone: (415) 865-4200
Project Cost: Separate bid per project



Town of Danville, CA

On-Call Building Department Services

4LEAF is providing on-call building department services for the Town of Danville. 4LEAF performs on-call building inspections and plan review duties on behalf of the Town. 4LEAF has completed plan review for a multitude of projects for the Town and has helped streamline their plan review process from 15 days to less than 10 days. Projects include numerous tenant improvement projects and commercial jobs such as a Costco Cooler project.



Client Name: Town of Danville
Contact Name: Mike Leontiades, Chief Building Official
Contact Telephone: Office: (925) 314-3301
Contact Email: MLEontiades@danville.ca.gov

County of San Joaquin, CA

On-Call Plan Review and Inspection Services

4LEAF has worked with the County of San Joaquin since 2003 in a variety of capacities. Most recently, 4LEAF has been assisting the County as the sole plan review firm for numerous County projects under the direction of the County's Building Official. 4LEAF has completed multiple projects including several Dollar General Store conversions and master plans for Shea Homes.



During the course of the contract, 4LEAF has provided on-call building inspection services for numerous projects throughout the County. Prior to the 2008 recession and subsequent slowdown of construction, 4LEAF provided inspection assistance on the County's Mountain House residential projects located off of Highway 580 between Livermore and Tracy. This community began in 2005 and is still under construction as the Valley's first Master Planned Community.

Client Name: County of San Joaquin
Contact Name: Eric Merlo, AIA, Senior Plan Review Engineer
Contact Telephone: Office: (209) 468-3179
Contact Email: emerlo@sjgov.org

City of Walnut Creek, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing on-call plan review, fire plan check, and inspection services for multiple projects throughout the City of Walnut Creek. 4LEAF has demonstrated a proven track record of providing timely service with all aspects of plan review including performing expedited plan reviews at no additional charge. Currently 4LEAF is providing the City with three full-time inspectors, off-site plan review services, and public consultants services.



Annual Contract Value: \$500,000

Client Name: City of Walnut Creek
Contact Name: Frank Luna, Senior Building Inspector
Contact Telephone: Office: (925) 943-5800
Contact Email: luna@walnut-creek.org



Section B: Staffing Capacity and Project Management

The most common compliment 4LEAF receives from our clientele is of our timely responsiveness. Our employees and in particular, our management staff, are diligent about being available to our clients - 4LEAF is a 24/7 operation. From questions to staff needs, we encourage our clients to call us whenever a need arises. 4LEAF will provide timely responses to all requests.

Our approach is to help Building Departments manage their operation effectively by providing resources upon request. Whether it is plan review, inspection, CASp, DSA, Public Works personnel, etc., 4LEAF will be there to assist you. We implore you to call our references and ask about our service.

Phone calls and emails will be returned each day as soon as possible. We understand the need for timely responses and we have a policy that all correspondence must be answered within 24 hours. Many clients even have taken advantage of text messaging which we encourage for instant response.

Project Manager - Craig Tole, Director of Development Services

Craig Tole has been the Director of the 4LEAF Development Services team for the past 10 years under the supervision of the Vice President of Engineering and the company President. Craig is responsible for Municipal Client management including staff recruitment, hiring, and placing for all Building Department clientele for positions like permit/counter staff, building official, plans examiners, residential inspectors, commercial inspectors, and inspection services for complex commercial developer funded projects.

Craig will assist the plan review management team on all plan check requests made by the City. Craig can also **discuss with the Building Department any staffing that might be needed and give the City several options. Availability will also depend on the length of assignment. 4LEAF has several local candidates available. Staffing includes:**

- **Building Department Personnel**
- **Project Inspectors**
- **Full-Time and Part-Time Inspectors**
- **On-Call daily requests (24 hours notification or less)**
- **CASp Inspections/Consulting**

Craig's contact information is:

(925) 462-5959 – Office

(925) 580-4055 – Cell

ctole@4leafinc.com

Plan Review Managers – Greg Shriver, P.E., CASp & Abby Obligacion

The plan review will be managed by both Greg and Abby. **They will be responsible for coordinating the distribution of reviews to our plan review staff and managing the content of the reviews through Quality Control checks.** Greg and Abby are also instrumental in ICC chapters including ICC Peninsula, ICC Monterey, East Bay, CAL BIG, CALBO, TUCC, and other chapters.

Greg Shriver, P.E., CASp

(925) 462-5959 – Office

(925) 209-6909 – Cell

gshriver@4leafinc.com

Abby Obligacion

(925) 462-5959 - Office

(925) 872-0744 - Cell

aobligacion@4leafinc.com

All plan review pick-up requests will include Craig, Abby, and Greg when sent to “pickup@4leafinc.com”.

4LEAF Plan Review Personnel:

4LEAF has a team of more than **25 Plan Review Engineers and ICC Certified non-structural, mechanical, electrical, and plumbing** staff actively working on-site for local jurisdictions or off-site at one of 4LEAF’s four offices in California. *Resumes are provided in Section C.*

The following matrix is a snapshot of 4LEAF’s Plan Examiner List. As a Project Manager, Craig has direct supervision and the ability to compile the right team of staff that will be tailor to the needs of the City of San Leandro.

Our multi-disciplined staff has overlapping capabilities that will allow us to be flexible and responsive when our services are needed. The matrix below shows the experience of our **Plans Examiners** in the different areas of specialty required in the scope of services.

PERSONNEL EXPERIENCE	Commercial	Commercial Structural Plan Review	Commercial	Commercial Plumbing/Mechanical	Commercial	Commercial CAL Green Plan Review	Residential	LEED Review	Build-It Green	FEMA Guidelines	CASp Certification	Historical Building Code	Fire Plan Review	Commercial Building Inspections	Residential Inspections	Permit Counter Services
	Commercial	Commercial Structural Plan Review	Commercial	Commercial Plumbing/Mechanical	Commercial	Commercial CAL Green Plan Review	Residential	LEED Review	Build-It Green	FEMA Guidelines	CASp Certification	Historical Building Code	Fire Plan Review	Commercial Building Inspections	Residential Inspections	Permit Counter Services
Plans Examiners:																
Joseph Nicolas, P.E.	X	X				X	X			X		X				X
Melissa Dubovik, P.E.		X				X	X	X		X		X				
Youssef Abdou, BSEE			X											X		
Ana Akin, P.E.	X	X	X	X	X	X	X			X	X	X				X
Yossef Abdou, BSEE			X						X					X		
Samuel Tan, P.E.	X	X	X	X	X	X								X		
Mike Anderson, P.E., CASp	X	X					X			X	X	X				X
Kathy Bucciarelli, P.E.	X	X	X	X	X	X	X			X	X	X				X
Sid Danandeh, P.E., CBO, CASp	X	X	X	X	X	X	X		X	X	X	X				X
Loralyn Davis													X	X		
Ed Fang, CE CASp	X	X	X	X	X	X	X			X	X	X		X	X	X
Greg Adams, CBO	X	X					X							X	X	X
Steve Haidet, AIA	X						X	X				X		X		
Lucian Gunter, AIA	X		X	X	X	X	X		X	X	X	X				
Stephanie Hionis, P.E.		X					X			X						
Peter Oliver, ICC	X						X					X		X	X	
Yousef Marmosh, P.E.				X										X		
Scott Martin, P.E.	X	X	X	X	X	X	X			X	X	X				X
Gib Mousch, FPE				X	X								X	X		
Abigail Obligacion, ICC	X	X	X	X	X	X	X			X	X	X				X
Greg Shriver, P.E., CASp	X	X	X	X	X	X	X				X	X				X
Dr. Constantine Shuhaibar, PhD, P.E.		X								X						
Kelly Lark-Li, S.E.	X	X					X		X	X	X	X		X	X	X
Kevin Sorenson, S.E.	X	X					X			X		X				X
Natalia Ricci, MSSE		X					X		X							

Plan Review Services

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) building, plumbing, electrical, mechanical, and fire codes, and the accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CAsp) compliance, and all other applicable ordinances. ***Types of projects we provide these services for include; Single-family Dwellings, Multi-family Dwelling Units, Commercial, and Industrial.***

On-Site Review Work Plan

4LEAF can supply Registered Professional Engineers to the City of San Leandro to work on-site performing structural plan review and non-structural reviews at the Jurisdiction's discretion. 4LEAF currently supplies on-site review to such Municipalities as:

City of San Jose

of Gilroy

City of Livermore

City of Hollister

Livermore/Pleasanton Fire Dept. (LPFD)

City of Sacramento

City of Palo Alto City

City of San Mateo

City of Pleasanton

City of East Palo Alto

City of Roseville

County of San Joaquin

Off-Site Review Work Plan

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Plan Review Approach

We understand that the specific Building Plan Review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as, Structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas; types of construction; fire resistance construction and protection systems; means of egress; accessibility; structural design; soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or, as needed, at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

Plan Review Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is often recognized for our quick turn-around times and prompt service. We have provided some elaborate project examples - please read through our examples and contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. 4LEAF also provides **Fire Plan Review Services** and **Expedited or “Fast Track” Plan Reviews** will take place upon a written request (email) by the client.

Type of Plans	Transportation	Initial Review	Subsequent Review
Residential	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days
Commercial	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days
Large Commercial >15,000 Sq. Ft.	<24 Hours (pick up & delivery by 4LEAF staff)	<15 Days	<7 Days

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Coordination of all plans will be performed by 4LEAF staff within 24 hours of the City’s phone call or e-mail. When possible, 4LEAF prefers to pick-up and deliver the plans in person in order to communicate any information that may be pertinent to the project and maintain a consistent communication. 4LEAF staff will coordinate the transport of plans to and from the City upon a phone call to the 4LEAF office or a simply e-mail for “pick-up” to pickup@4leafinc.com. Pick-ups and shipping are at no additional cost to the City.

Independent Expedited or “Fast Track” Review

4LEAF will perform expedite plan review services in two different capacities.

Scenario # 1 – *Developer funded expedited reviews – 4LEAF can negotiate an appropriate rate for review with the City to ensure all compensation is equitable to the service performed. 4LEAF’s expedited turn-around time is five days (5) or less.*

Scenario # 2 – *City requests with no additional funding – Upon request, 4LEAF will perform expedited reviews for the City at no additional charge. 4LEAF has a proven track record of assisting our clients with expedited reviews under unique customer service situations when projects need to be completed quickly.*

4LEAF Plan Review QA/QC Process for all Reviews

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of San Leandro to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by City of San Leandro with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of San Leandro. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of San Leandro processing requirements and return them to the City, along with our letter of completion.

Document Control and Electronic Plan Review

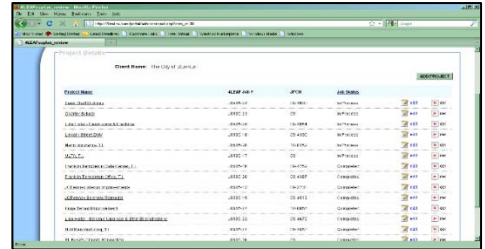
When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyzes the project, creates a Job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria, and notes applicable contact information. Jobs are transmitted through 4LEAF’s easily accessed EZPlan Review portal, which tracks initial and subsequent reviews, and is open for view, by the customer. The City and their Customers can view 4LEAF’s plan control log through **EZPlan Review Portal**.



Plans then get distributed for review to a 4LEAF team consisting of a Plan Review Engineer or architect (a licensed State Professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments; code review methodology entails “The Effective Use of the CBC” reinforced through proprietary and jurisdictional checklists. When complete, the Manager overviews the project for quality control purposes, and forwards comments, or approvals, to the pre-designated contacts.

4LEAF’s EZPlan Review

- Structural & Non-Structural Guidelines and Checklists
- Specialized Spreadsheet
Web-Based
(EZPlan Review)



4LEAF is a green company and has the capability to receive and review electronic plans (pdf format) utilizing Adobe Acrobat Pro.

Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZ Plan Review system. 4LEAF prefers PDF files for “structural only” reviews which allow several different Structural Engineers to review plans together should there be design related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.

**Certified Access Specialist (CASp)
Plan Review Staff**



CASp Inspector	Certification No.	Expiration
Howie Conroy, C.B.O.	CASp-429	7/31/2015
Sid Danandeh, P.E.	CASp-257	6/29/2016
Ed Fang, P.E.	CASp-227	6/24/2016
Greg Shriver, P.E.	CASp-96	9/14/2015
Mike Anderson, P.E.	CASp-328	9/22/2016
Brad Wungluck, CBO	CASp-462	11/13/2015
Scott Wungluck, CBO	CASp-560	4/29/2017
Jerry Thome	CASp-104	9/14/2018

Greg Shriver, P.E., CASp

Senior Plan Review Engineer

Experience

32+ years

Education

B.S.C.E Degree, California State University Fresno, May 1981
Fresno City College, Fresno CA
AA Degree, May 1973

Certifications

Registered California Professional Engineer No. 38761
CASp Certification No. 096

Registrations

ICBO
CALBO
SEAOC
California Energy Commission
Past President – ICC East Bay Chapter

Experience Summary

Greg has more than 30 years of experience in the performance of plan review engineering services. Greg has served a wealth of municipalities throughout California and has provided expertise in the California Building Code. Greg has primarily served a great majority of the East Bay and has served such jurisdictions as the Cities of Dublin, Livermore, Pleasanton, Pittsburg, Tiburon, American Canyon, and others. Greg is also a fixture in the International Code Council East Bay Chapter where he has held numerous positions including Past President. Greg continues to serve the industry on various code related issues and developments to his clients as well as other industry professionals when called upon.

Select Professional Experience

4LEAF Inc.

Senior Plan Check Engineer

2013 - Present

Greg joined 4LEAF in January of 2013 as our Senior Plan Check Engineer. Greg is responsible for the management and performance of plan review for all of 4LEAF's plan review clientele and assists in the development of 4LEAF's Structural Engineers and Non-structural review staff.

Interwest Consulting Group

Engineer / Plans Examiner

2007-2012

Greg served Interwest Consulting Group for nearly six years performing plan reviews for Fire-Life-Safety, Structural, Accessibility, and Title 24 for many municipalities including Cities of Pleasanton, Dublin, Livermore, Pittsburg, Tiburon, Martinez, etc.

Independent Code Consultants

Engineer / Plans Examiner / Owner

1991-2007

Greg was the sole proprietor of his own Consulting Group for more than 15 years performing plan reviews for Fire-Life-Safety, Structural, Accessibility, and Title 24.

Project Experience

Oracle Building “H” and Parking Structure

Occupancy: B, Type II FR & S-2 IB
Size: 532,261 sf
No. of Stories: 4
Valuation: \$60,000,000



Project Description: Greg provided the complete shell and tenant improvement plan reviews for this four story building totaling 180,996 sq ft. Occupancy is B with construction type II FR, fully sprinklered. The structural systems consisted of conventional footings, structural steel framing and metal deck/concrete fill floor and roof diaphragms and special braced frames. The parking garage consisted of complete plan review services for the four story S-2 building. The Construction type was I-B with a total square footage of 351,265 sq ft. Structural systems consisted of conventional footings, post tensioned concrete floor slabs, and concrete shearwalls.

Pleasanton Corporate Commons

Occupancy: B
Size: 250,000 sf
No. of Stories: 5
Valuation: \$60,000,000



Project Description: Greg performed the plan review on the 250,000 sq ft Corporate Commons that included five stories of structural steel, reinforced concrete, and metal deck floors. The occupancy is B construction and the structural systems consisted of conventional footings, structural steel framing and metal deck/concrete fill floor and special braced frames.

6088 / 6100 Sunol Boulevard

Occupancy: B-H, 2-H, 7, II FR
Size: 184,233 sf
No. of Stories: 4
Valuation: \$55,000,000



Project Description: Greg provided the complete shell and tenant improvement plan reviews for this two building project consisting of one-three story building with basement and one two-story building totaling 184,233 sq ft. Occupancy is B/H-2H-7 with construction type IIFR, fully sprinklered. The structural systems consisted of conventional footings, structural steel, framing and metal deck/concrete fill floor and roof diaphragms, and special moment resisting frames.

Pleasanton Presbyterian Church

Occupancy: E-3, B, and A2.1, Construction Type V-N
Size: 78,000 sf
No. of Stories: 1&2
Valuation: \$15,000,000



Project Description: Greg provided plan review for the Pleasanton Presbyterian Church that consisted of a single story multi-use building, a single story classroom building, a single story youth center building, and a two story worship center. The total square footage for the project is approximately 78,000 sq ft. The Occupancy is E3, B and A2.1. The construction is type V-N sprinklered. The project was constructed using conventional wood framing, the lateral force resisting systems consisted of plywood roof and floor diaphragms and plywood shear walls.

Abigail Obligation

Plans Examiner/Project Manager

Experience

7+ years

Education

B.S Civil and Environmental Engineering
University of California, Davis, 2005

Certifications

ICC Building Plans Examiner
Expires 12/29/2015

Registrations

International Code Council
ICC East Bay Chapter
ICC Permit Technicians Group

Experience Summary

Abigail (Abby) has more than nine years of experience in the performance of plans examination, counter support, and building and safety services consulting. Abby has served a wealth of municipalities throughout Northern California and has provided expertise in the California Building Code. Abby has served a great majority of the East Bay with Plan Review services. Some of these cities include the City of Walnut Creek, City of Concord, Town of Danville, City of Fremont, City of Gilroy, and the City of Cupertino. Abby is also a fixture in numerous local chapters and meets regularly with the ICC Certified Permit Technicians Group in the East Bay.

Select Professional Experience

4LEAF, Inc.

Plans Examiner

2013 - Present

Abby is tasked with the management and performance of plan review for all of 4LEAF's plan review clientele and will assist in the development of 4LEAF's Structural Engineers and Non-structural review staff. Abby's current project management assignments include the City of Cupertino, City of Fremont, City of Concord, City of Walnut Creek, and the Town of Danville. Abby regularly provides on-site assistance and training to existing City staff and on-site plan review assistance upon request.

In addition, Abby is also plan reviewing and project managing three large reviews for the City of Cupertino, they include:

- Office Campus Parking Garage (Largest Parking Garage in the United States)
- Main Street Cupertino (~\$300 Million mixed-use facility)
- Cupertino Village

TRB and Associates, Inc.

Plans Examiner

2010-2013

Abby was responsible for the review of plans and specifications to verify compliance with various building codes and zoning regulations for several local jurisdictions and government agencies ranging from single family dwellings, new townhomes, and commercial buildings. Abby also served as the

client liaison between owners, designers, contractors, and project managers to ensure projects are completed on-time.

West Coast Code Consultants (WC3)

Plans Examiner

2008-2010

Abby reviewed a wide range of construction documents to ensure plans and specifications are in compliance with various building codes and zoning regulations for local municipalities and government agencies. This also included work with the California Energy Commission and the U.S Department of Energy.

CSG, Consultants, Inc.

Plans Examiner

2006-2008

Abby joined CSG Consultants after graduating from the Engineering program from the University of California, Davis. Abby reviewed plans for conformance with the current California Building Codes and standards for many clients in the Peninsula and Sacramento area markets.

Saeed “Sid” Danandeh, P.E., CBO, CASp

Plans Review Engineer

Education

BS Civil Engineering

Registrations

CA Registered Civil Engineer

SECB Structural Engineers
Certification Board, Chicago IL

OR Registered Structural Engineer

Certifications

ICC Certified Building Official ICC

Certified Plans Examiner CASp

Certified Access Specialist

Experience Summary

Sid is an experienced plan review engineer and manager with more than 28 years of experience performing plan review. Sid has managed an entire plan review operation for a large private firm which included clientele in Northern and Southern California. Sid has worked on all projects from small residential to high rises. Sid’s project experience includes commercial and industrial projects such as stadiums, airports, vessels, and malls.

Select Professional Experience

4LEAF, Inc.

City of Palo Alto

2013 – Present

Sid is currently serving the City of Palo Alto on behalf of 4LEAF performing structural and non-structural reviews for such projects as office campuses, tech buildings, OSHPD 3 projects, and other commercial assignments. Projects typically range from approximately \$10 million to \$100 million in construction valuation. Sid reviews work for structural, mechanical, plumbing, electrical, disabled access, green codes based on the 2010 and 2013 CBC, CGBC, CPC, CEC, CMC, and other ordinances identified by the City.

West Coast Code Consultants (WC3)

City of San Jose

2013

For approximately three weeks, Sid performed various reviews for the City of San Jose before joining 4LEAF.

Bureau Veritas

Plan Review Manager

2011 – 2012

Sid is the Project Manager for Bureau Veritas’ Plan Review Engineering Department. Sid is responsible for managing work in Northern and Southern California which includes large commercial buildings, casinos, medical buildings, and educational buildings. Sid reviews work for structural, mechanical, plumbing, electrical, disabled access, green codes based on the 2010 CBC, CGBC, CPC, CEC, CMC, and 2008 Energy Code.

Cities of Long Beach, Ontario, Lancaster, and Palmdale, CA

Plan Review Engineer

1985-2011

Sid has worked for numerous municipalities in Southern California performing plan review engineering services. Sid has worked on a plethora of projects including high rise buildings, high occupancy structures, malls, restaurants, industrial, and large residential projects. In addition, Sid has plan checked more than 50,000 tract homes for such companies as KB, Forecast, U.S. homes, Beazer, and others. Sid has also checked such hospitality projects as Hilton, Marriot, Embassy Suites, etc. Some of Sid's largest projects include:

- Queen Mary
- Spruce Goose Dome
- Boeing Plant (Long Beach, CA)
- Ontario Airport (\$300 Million)
- 10 Story Edison Building (Long Beach, CA)
- Lancaster Baseball Stadium

Experience

20 + years

Education

University of California,
Berkeley
Master of Science –
Structural Engineering,
6/1987

B.S. Civil Engineering
California State Polytechnic University,
Pomona, 1986

Registrations

State of California Licensed
Professional Engineer, Civil, #048015

Certifications

ICC Building Plans Examiner

Experience Summary

Kathy has performed a multitude of plan reviews on residential buildings, commercial structures, energy plants, and OSHPD 3 clinics. She is also experienced with the customer service aspects of municipal building department counters and possesses a working knowledge of structural design for commercial and institutional buildings including seismic evaluation and strengthening of existing buildings. Kathy also possesses a working knowledge of structural programs such as SAP and ETABS for static and dynamic analysis, SAFE for slab design, RISA, Excel, and Accela's Permit Plus.

Select Professional Experience

4LEAF, Inc. – City of Livermore

On-Site Plan Review Engineer

Kathy is currently providing the City of Livermore with on-site plan review engineering services. Kathy is responsible for all phases of review which includes structural and non-structural review. Kathy is primarily working on projects for the Paragon Outlet mall project on the West side of I-580. Prior to Livermore, Kathy worked on large commercial projects on behalf of 4LEAF for the City of Palo Alto.

West Coast Code Consultants (WC3)

Senior Plan Review Engineer

Kathy was responsible for reviewing plans for the Cities of Walnut Creek, Pittsburg, Emeryville, Hayward, Mountain View and various other Bay Area jurisdictions. The scope of reviews included residential and commercial buildings, OSHPD 3 clinics and energy plants for Structural, Life Safety, T-24 Accessibility, T-24 Energy, Plumbing, Mechanical, and Electrical compliance.

Bureau Veritas / LP2A, Pleasanton, CA

Plan Review Engineer

Kathy was responsible for reviewing plans for various Cities such as Cupertino, Palo Alto, Los Altos, Dublin, Walnut Creek, Los Gatos and Downey. The scope of reviews included residential and commercial plans mainly for Structural compliance and some Life-Safety, Plumbing, Mechanical and Electrical, Title 24 Energy and T-24 Accessibility.

Experience

21 years

Education

Oregon Institute of Technology
Klamath Falls, OR
B.S., Civil Engineering Technology,
Structural Option, Magna Cum Laude
1989

Registrations

California
Structural Engineer #S4469
California
Civil Engineer #C49737
Oregon
Civil Engineer #18222 PE
Utah
Structural Engineer #6344599-2203

Experience Summary

Kevin has more than 21 years experience as a structural engineer, including 19 years in the private industry, and 2 years working as a Supervising Engineer for the City of Sacramento. While in the private industry, He designed multiple commercial and residential projects including small commercial buildings, police and fire stations, office building complexes, churches, multi-family residential complexes and various school projects including entire campuses, multi-purpose buildings and modernizations.

Kevin has designed structures of wood, masonry, concrete and steel. His broad structural design experience and understanding of structural design requirements includes projects located throughout California, Oregon, Utah and Nevada.

As a plan review consultant, Kevin has performed structural plan review on various projects with many different construction types. Kevin is well-versed in the required building codes including the most current California Building Codes and all related reference documents. Kevin also has extensive knowledge of the FEMA documents used by the structural engineering community.

Select Work Experience

Timpanogos Regional Hospital, Orem, UT

Kevin provided structural plan review for the addition of a third and fourth floor, 48,000 sq. ft. Type 1B (2003 IBC) addition to an existing two-story hospital. The building utilizes structural steel eccentric braced frames and composite steel-concrete diaphragms in its lateral force resisting system. The design team was attempting to reduce the seismic base shear by utilizing passive damping. This project was reviewed on behalf of the local jurisdiction for compliance with the structural engineering design provisions of the 2003 IBC.

Napa Valley Crossroads – Building B, Napa Valley, CA

Kevin provided complete plan review services for this project, which consisted of a one-story, 167,537 square foot, concrete tilt-up building. The tilt-up walls are load bearing walls that support the steel open-webbed roof trusses and plywood roof sheathing. The lateral force resisting system consists of the plywood roof diaphragm and the concrete shear walls.

Scott Martin, P. E.

Plan Review Engineer

Experience

14 years

Education

University of California, Irvine
B.S. Civil Engineering

Certifications

California Registered Civil Engineer
License # 59091

Nevada Registered Civil Engineer
License # 019922

Professional Affiliations

ICC – International Code Council

Structural Engineers of Northern
California (SEAOC)

ASCE

Experience Summary

Scott has more than 14 years of structural engineering experience. Scott has performed a multitude of plan reviews for many different disciplines including OSHPD 3, DSA Projects, and various municipal reviews for clients throughout California. Scott's day-to-day activities include the review of plans submitted to local jurisdictions, creation and submission of plan check letter, and constant communication with all project stakeholders. In addition, Scott was often tasked with the education of building code to applicants.

Select Professional Experience

4LEAF, Inc.

Structural Plan Check Engineer

2012 - Present

Starting in December of 2013, Scott has recently accepted a position to perform and manage plan reviews in the Central Valley and Central Coast for many of 4LEAF's clientele. Since 2012, Scott has worked for 4LEAF as a structural plans examiner and has been tasked to the City of Palo Alto. Scott was often assigned to the counter to work with the public and architects to answer building code related questions and to provide excellent customer service. In addition, Scott performed many large-scale plan reviews for the City including:

- Stanford Medical Center (6 Stories) \$32 Million
- VM Ware HTE Tenant Improvement \$ 25Million
- Hilton Hotel and Underground Parking \$18 Million
- VM Ware Parking Structure 2 \$14 Million
- Stanford Hospital Site Development \$13 Million
- 260 California (3 Story mixed-use & underground parking) \$10 M
- Thermal Vacuum Chamber \$9.7 Million
- VM Ware Parking Structure (4 Levels) \$6.8 Million
- 4 Story Tenant Improvement for Survey Monkey \$6.1 Million
- Merck Corporate Office \$4.945 Million

Wildan Engineering, Fresno, CA

Structural Plan Check Engineer

2007-2010

Scott performed structural plan reviews on behalf of Wildan Engineering for numerous jurisdictions throughout California. Scott was tasked with the plan review, creation of the plan check letter, communicating with project stakeholders, and educating the applicants on current building codes and standards. Some of Scott's projects included:

- CSU Humboldt Student Center Expansion; Arcata, CA
- Park Place: Res/Office/Retail over Parking; Paso Robles, CA
- CalRENEW-1 Solar Power Farm; Mendota, CA
- City of Winters Police/Fire Complex; Winters, CA
- UC Davis Hyatt Place Hotel; Davis, CA

Advanced Structural Design, Inc., Fresno, CA

Project Engineer

1998-2007

Scott was a Project Engineer for nearly ten years with Advanced Structural Design out of Fresno. Scott was responsible for engineering design, drafting (Autocad & hand), shop drawing review, and coordination with clients.

- Mt. Whitney Classroom Buildings; Visalia CA (DSA #02-107633)
- Plumber's Union Expansion; Fresno, CA
- Oak Valley New Admin; Tulare Co., CA
- Paul Evert's RV Expansion and New Canopies; Fresno, CA
- Grizzlies Stadium; Fresno, CA

Flora F. Chen, FPE

Fire Plan Review Engineer

Experience

25 + years

Education

Master's Degree in Fire Engineering

Bachelor's Degree in Mechanical Engineering

Certifications

Registered Professional Engineer in California with proficiency in Fire Protection.

ICC Certified Commercial Building Inspector

Professional Affiliations

Society of Fire Protection Engineers (SFPE), Professional Member

National Fire Protection Association (NFPA), Member

Experience Summary

Flora is a registered Professional Engineer with proficiency in Fire Protection in California and Arizona and is a registered Mechanical Engineer in China. Flora is also an ICC Certified Commercial Building Inspector. She holds a Bachelor of Science degree in Mechanical Engineering and a Master's degree in Fire Engineering. Flora has more than 25 years of experience working with local fire departments and private fire and MEP engineering consulting firms. She is highly-skilled in fire protection, performance-based design, mechanical engineering design, fire hazard evaluation, code interpretation, design modification and alternatives, and has completed numerous project designs involving various industrial, commercial, hospitals, and high-rise buildings in the United States and overseas.

Select Professional Experience

Flora has completed several publications in the areas of life safety/fire protection performance-based engineering design, structure performance in fire, smoke management, computer modelling applications, fire investigation, and upholstered furniture fire research and has served on technical committees including:

- Fire Protection Engineering Licensing Committee
- NFPA 13 Installation of Sprinkler Systems
- NFPA 24 Private Fire Service Mains
- NFPA 92 Smoke-Control Systems
- NFPA 101 Life Safety Code
- NFPA 204 Smoke and Heat Venting
- NFPA 291 Fire Flow Testing and Marking of Hydrants
- NFPA 5000 Building Construction and Safety Code

Publications, Speeches and Awards

- *Fire Scene Reconstruction Using Computer Modelling*, presented in the Asia Fire 2009 International Conference, February 2009, Hong Kong, China.
- "HATS OFF" Award by the Society of Fire Protection Engineers, October 2008.

- *Building/Fire Codes and Standards and the Enforcement in the United States*, Lectures provided per the Invitation of the Ministry of Public Security, P.R. China, May, 2008, Beijing, China.
- *Performance-based Fire Protection Building Design and Review*, Lectures provided per the Invitation of the Ministry of Public Security, P.R. China, May, 2008, Beijing, China.
- *Fire Investigation of Fatal Fire in Peoria by Computer Modelling*, presented in the Arizona Local Chapter of the Society of Fire Protection Engineers, May 2008, Phoenix, Arizona.
- *Fire Scene Reconstruction Using Computer Modelling*, "Fire Protection Engineering", Spring 2008, Society of Fire Protection Engineers.
- *Case Study Using SAFIR to Predict Fire Resistance of a Column in a Performance-based Environment*, "Fire Protection Engineering", Summer 2004, Society of Fire Protection Engineers.
- *Atrium Smoke management Case Study*, presented in the ASHRAE Winter Conference in Anaheim, California, January 2004, American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
- *Performance-Based Smoke Control Design for Small Atria*, "Building Safety Journal", October 2003, the International Code Council.
- *Radiant Ignition of Upholstered Furniture*. "In Proceedings of the International Conference on Engineered Fire Protection Design", 2001. Society of Fire Protection Engineers.

"SCIENCE & TECHNOLOGY ADVANCE AWARD" for *"The Serial Standards Of Exhaust Hood And Cabinet"* by the Ministry of Mechanical Industry of the People's Republic of China, 1993

Vincent Fung

Fire Plans Examiner/Inspector

Experience

27+ years

Education

Texas A & M University
College Station, Texas, 1973
B.S Mechanical Engineering

University of Texas at Arlington
Arlington, Texas, 1977
BA Accounting

Experience Summary

Vincent has more than 27 years of experience performing plan review, field inspection, and design for fire sprinkler and alarm systems and fire life safety compliance. He holds a Bachelor of Science degree in Mechanical Engineering from the University of Texas at Arlington.

Vincent has provided consultation services to architects, planning and building departments relative to fire sprinkler and alarm systems, fire flow and emergency access requirements and has performed field inspections to verify compliance to minimum fire flow requirements for new and existing building sites. He has also supervised designers to ensure designs for fire protection systems complied with codes and specifications, recruited and trained fire protection designers, and monitored project budgets.

Select Professional Experience

Menlo Park Fire Protection District

Fire Inspector

Provides inspections for residential, commercial, and industrial units to determine and enforce compliance with safety laws and ordinances, plan and conduct programs in public education and information regarding fire prevention, investigate complaints regarding hazards and violations of fire prevention regulations, conduct fire drills in school, hospitals, and convalescent homes, maintain complete and accurate record files of fires safety codes, regulations, ordinances, inspections made, and violations and penalties.

Santa Clara County Fire Department, San Jose, CA

Deputy Fire Marshal

Provided consultation service to architects/consultants for County projects; reviewed architecture, fire sprinkler and fire alarm plans for compliance to project specifications and code compliance; conducted field inspections for sprinkler and fire alarm systems; conducted annual inspections for county facilities as required.

Santa Clara County Fire Department, San Jose, CA

Deputy Fire Marshal

Provided input to Planning and Building Inspection Department relative to fire flow and emergency access requirements for all construction projects in the unincorporated areas of Santa Clara County. Conducted water flow test to verify compliance to minimum fire flow requirements for new and existing building

sites. Evaluated complete fire protection/suppression requirements for new and existing construction projects.

Other:

Third Party Plan Checker for San Jose Fire Department for fire life safety compliance for commercial projects as well as third Party Inspector for San Jose Fire Department for fire sprinkler systems.

Santa Clara County Fire Department, San Jose, CA

Associate Fire Protection Engineer

Evaluate residential and commercial projects in urban and rural areas for required fire flow conditions. Plan review and field inspection for fire life safety compliance to California Building and Fire Codes and local amendments. Plan review and inspection for fire suppression (alarm and fire sprinkler) system. Supervised Third Party Plan Checkers (outside contractors) for timeliness and accuracy of the plan review comments on assigned projects.

San Jose Fire Department, San Jose, CA

- Fire life safety architecture plan review.
- Plan review and field inspection for fire sprinkler and fire alarm systems.
- Managed Third Party Plan Check program.
- Provided consultation to architects and developers.
- Provided input to evaluate Alternate Means of Construction applications.
- Served as Fire Department's liaison to the Department of Public Works and Redevelopment Agency.
- Co-ordinated all plan review workload for line personnel on overtime and modify duty.

Scott Mechanical Contractor, Oakland, CA

Design Engineering Manager/Project Manager

In charge of designing from start up through coordination with other mechanical and piping trades, documentation of change orders and delivery of material to installation of finished products, and managing fire protection system for high-rise buildings.

Wormald Fire Systems (Sentry Sprinklers), San Francisco, CA

Lead Design Engineer/Manager

Supervised designers to ensure design complied with codes and specifications, monitored budget hours and scheduled fabrication and shipment of finished design for conformity to company standards, and reviewed various types of fire protection systems including water sprinklers, foam and halon.

Grinnell Fire Protection, San Francisco, CA

Lead Design Engineer

Recruited and trained fire protection designers. Supervised and tracked all design activities to bring all jobs in on schedule and within budget, and isolated potential problems to avoid interruption in design and construction.

American Automatic Sprinklers Inc., Fort Worth, TX

Design Engineer

Designed fire sprinklers systems for commercial buildings (warehouses, hotels, nursing homes and hospitals), took charge of projects from design to submittal for approval by authority having jurisdiction. Also calculated fire sprinkler systems both by hand and using computer programs.

Joseph Nicolas, P.E.

Senior Plan Review Engineer/Project Manager

Experience

30 years

Education

California Polytechnic State University
San Luis Obispo, CA –
B.S. Architectural Design

Certifications

California Registered Civil Engineer
License # 58139

Professional Affiliations

ICC – International Code Council

Structural Engineers of Northern
California

Experience Summary

Joe has more than 30 years of experience with both structural design and code compliance for large-scale projects as well as being a **Project Manager** on collaborative code review and building design projects. While leading the Plan Review Staff of more than 45 at the City of Sacramento, Joe had oversight of large public and private developments. These projects included the \$10 Million renovation of Sacramento's Historic City Hall; and high-rise buildings including the \$650 Million, 53-story, Towers Building on Capitola Mall; and the \$138 Million, 39-story Aura Residential Towers. Having worked for 4LEAF for over 7-years, Joe has been the Project Manager for major projects for the Judicial Council of California - Administrative Office of the Courts, the City of Cupertino - Main Street Cupertino, for Stanislaus County -Capital Improvement Projects, and the County of Alameda-Ashland Youth Center.

Select Work Experience

4LEAF, Inc.

Senior Engineer / Senior Project Manager

For nearly eight years, Joe has been responsible for the management of 4LEAF's plan review operation. Joe has crafted and managed a team of highly successful engineers and MEP staff of more than 20 personnel to work with numerous local clients including the City of Sacramento, City of Folsom, City of Roseville, City of Galt, Aerojet, and numerous Cities and Counties throughout the Central Valley, East Bay Area, and South Bay Area. Joe has worked on and managed a number of high-profile projects including:

- Calaveras County Jail (\$68 Million)
- Tuolumne County Jail (\$30 Million)
- Main Street Cupertino (\$300 Million)
- Administrative Office of the Courts (\$300 Million)

Private Consulting Firm, Sacramento, CA

Director of Plan Review

Joe was responsible for supervising commercial and residential plan review staff on various projects working for developers and various building departments. Among Joe's responsibilities included preparation and administration of division's budget, consulting with developers, architects, and engineers, and communicating the life-safety & structural building codes.

Pacific Engineering

Principal Engineer

Joe managed his own firm and supervised staff during the production of steel fabrication drawings. Joe was responsible for providing structural engineering calculations to support the fabrication division and would consult with developers, contractors, architects, and engineers. His duties also included estimating the materials necessary and steel fabrication costs.

City of Sacramento – Development Services Department

Supervising Engineer

Joe was responsible for supervising the commercial and residential plan review staff on projects needing permits in the City of Sacramento. Joe's responsibilities included preparation and administration of division's budget, consulting with developers, architects, and engineers, and communicating the life-safety building codes. He also served as a plan reviewer for mid-rise structural projects, seismic retrofits of existing buildings using the State Historic Building Code and FEMA documents, and had reviewed various apartments and mixed use projects for the Life Safety provisions of the California Building Codes.

County of Sacramento

Associate Engineer

Joe provided his expertise in the building design industry providing structural plan review of commercial and residential buildings. These projects included 2 to 3 story apartments, commercial, residential, and Sacramento County Construction projects.

Buehler & Buehler Structural Engineers, Inc.

Associate Engineer

Joe provided his structural design experience for various projects throughout the Sacramento Region. He has extensive knowledge of the building codes and FEMA documents necessary to design structures. His design experience included the retrofitting of unreinforced masonry buildings, education facilities, healthcare facilities, commercial and residential facilities and parking structures. His experience included structures designed of timber, masonry, concrete, steel mid-rise construction and post tension concrete.

Orland Police Headquarters

Senior Plans Examiner

Existing Historic Building in Orland, California, a 92,000 square foot public safety building, type VB construction, fully sprinklered. Existing reinforced concrete moment frame arches with concrete shearwalls. Project was designed using the 2007 Historic Building Code and the 2007 California Building Code.

Seismic Evaluation and Upgrade

Ruhstaller Building, Sacramento, CA

Supervising Engineer

An early Historic 4600 square foot URM with mezzanine strengthened to meet the "collapse-prevention" performance objective defined in FEMA 310. The lateral system consisted of URM bearing/shearwalls supported by unreinforced brick and concrete footings.

Experience

27 years

Certifications

Pending ICC Fire Plans Examiner
Certification

Experience Summary

Loralyn has 27 years of experience in the construction Industry. As an experienced fire protection professional with a background in both private sector contracting and public safety code enforcement, Loralyn has a total of 6 years' experience working with the City of Sacramento Fire Code Consultant as a Plans Examiner. Loralyn has 14 years of contracting experience as a designer of fire Sprinklers.

Select Professional Experience**City of Sacramento*****Independent Fire Protection Consultant***

Loralyn provided fire protection consulting services to contractors, engineering firms and local governments in the Northern California area. Services included fire sprinkler design utilizing AutoCAD format, preparing project performance specifications, code consulting and interpretations. In addition Loralyn spent six years as **fire plan check consultant to the City of Sacramento** and served on the Development Services Department Matrix Team for large commercial and high rise construction projects. Loralyn provided the City of Sacramento Fire Department with technical support for inspections and alternate means requests. She also provided fire sprinkler design and consulting for local engineers and contractors utilizing AutoCAD.

Contracting Engineer Systems Tech Fire Protection

Loralyn was the contracting engineer for a well respected fire sprinkler contractor in the Sacramento area. She prepared fire sprinkler estimates for large commercial design build projects and provide project management for the duration of the projects. Estimate and negotiate large commercial development projects for the company with developers and contractors. Experience with Building/Fire Code requirements provides our company with design build advantages as developers and general contractors welcome value engineering.

Capitol Fire Protection***Fire Protection Project Manager***

Loralyn attended coordination and planning meetings with architects, engineers and local jurisdictions and she provided plans and performance specifications to architects for commercial construction projects. Loralyn also provided local fire departments with third party fire plan check services.

Experience

7+ years

Education

B.S Structural Engineering
University of California, San Diego, 2006

Licenses

Professional Structural Engineer, CA
Professional Civil Engineer, CA

Certifications

ICC Building Plans Examiner
ICC Residential Plans Examiner
State of California Post Disaster Safety
Assessment Program #67993

Experience Summary

Kelly is a Registered Professional Structural Engineer and Certified Plans Examiner through the International Code Council. Kelly has more than seven years of experience designing and analyzing new construction of commercial buildings and tenant improvement projects. For the past 18 months, Kelly worked with the City of Walnut Creek performing plan reviews of commercial and residential projects for code compliance with state building codes and design standards. Kelly is familiar with design and review of a diverse range of project types including hospitals, medical office buildings, senior care facilities, retail, education, single and multi-family residential housing, and commercial buildings.

Select Professional Experience**4LEAF, Inc.*****Structural Engineer / Plans Examiner******2014 - Present***

Kelly recently joined 4LEAF in November of 2014 as a Structural Engineer and Plans Examiner in our Pleasanton office. Kelly is tasked with the performance of plan review for all of 4LEAF's plan review clientele and will assist in the development of 4LEAF's Structural Engineers and Non-structural review staff.

City of Walnut Creek, CA***Structural Engineer / Plans Examiner******July 2013 – November, 2014***

Kelly worked for the City of Walnut Creek for approximately 18 months where she was responsible for reviewing drawings and documents submitted to obtaining building permits for conformance with the California Building Standards Code (Title 24 of the California Code of Regulations), structural design standards, and local municipal code. Kelly also reviewed life-safety, structural design, accessibility, energy standards, plumbing, electrical, mechanical, and green building. In addition, Kelly also worked the Public Counter performing reviews of tenant improvements and answering code-specific questions from architects, engineers, contractors, and homeowners.

Experience

30 years

Education

B.S. Civil Engineering
University of California, Berkeley
1978
Structural Drafting Diploma

Certifications

California Civil Engineer/Land
Surveyor No. 31399
ICC Certified Plans Examiner
ICC Certified Building Code
Accessibility/Usability Specialist

Experience Summary

Ana has more than 30 years of experience providing structural engineering services for a wide variety of residential and commercial projects. A California registered civil engineer and land surveyor, Anna has coordinated all phases of assigned projects from preliminary design to construction. Ana is an ICC Certified Plans Examiner and Building Code Accessibility/Usability Specialist. Her extensive experience has included managing the plan review and permit counter services for several California municipalities.

Select Professional Experience

City of Palo Alto

Senior Plan Check Engineer

Ana is currently performing the role of Senior Plan Check Engineer under the supervision of the Chief Building Official and Deputy Building Official. The scope of in-house plan review includes the review of residential and commercial plans for structural, life-safety, plumbing, mechanical and electrical, T-24 Energy and ADA compliance. In addition, Ana is able to assist applicants with plan review questions at the Permit Counter. Ana has provided several plan check services for the following commercial projects at the City of Palo Alto:

- **Ann Taylor Tenant Improvement(TI)**
Ana reviewed the plans for the \$375 thousand remodel of 6,800 Ft², including a remodeled mezzanine, new accessible restrooms, new partitions & ceilings, relocation of electrical panels, and new storefront.
- **Skype Tenant Improvement - \$1.1M**
Ana reviewed phase 2 of Skype's \$1.1 Million tenant improvement for 21,000 Ft² of use and occupancy.
- **Stanford University Medical Center**
Ana reviewed the plans for the 300 SF office conversions to a medical exam room. Improvements included adding an additional electrical outlet and ADA upgraded bathroom.

In addition to the City of Palo Alto, Ana Has also provided Senior Plan Check Engineering Services for the following Cities:

- **City of Belmont**
- **City of Burlingame**
- **City of Daly City**

Experience

9 years

Education

Bachelor of Science in Architectural Engineering, 2002

California Polytechnic State University, San Luis Obispo

Registrations

State of California Licensed Professional Engineer, Civil, #70789

Certifications

LEED Accredited Professional

Professional Affiliations

California Office of Emergency Services, Safety Assessment Program, DSW-Volunteer

Structural Engineers Association of Central California, Young Members Forum

Software Proficiency

AutoCAD (v.97- v.2008), Revit 2009, SAP2000, Eneccalc, TJBBeam, RAMSteel, RAM Advanse, Microsoft Office Suite

Experience Summary

Stefanie is a California registered Civil Engineer with over 9 years of experience providing plan review and engineering services on numerous projects. Stefanie is a LEED Accredited Professional and a member of the Structural Engineers Association of Central California Young Members Forum.

Select Professional Experience

4LEAF, Inc.

Plans Examiner

Stefanie's responsibilities include reviewing initial and subsequent submittals of structural and non-structural building plans for conformance of residential, commercial and essential service projects to the California Building Code (CBC) applicable at the time of submittal; composing plan check comment letters for projects, and performing independent calculations to verify project calculations.

Board for Professional Engineers and Land Surveyors

Subject Matter Expert

Serving as subject matter expert, Stefanie reviewed and approved applications for the Civil Professional Engineers Exam, coordinated with Senior Registrars to address unique applicant questions and applications, communicated with applicants and guided their efforts to finalize incomplete applications, and implemented process improvements in written communication methods to applicants.

Buehler and Buehler Structural Engineers, Inc.

Project Engineer

As a project engineer, Stefanie designed essential service, educational, commercial (entertainment, office and retail) and multi-family residential buildings. She is experienced with timber, concrete, CMU and steel (including light gage) construction utilizing the 2001 and 2007 CBC, specialized computer programs, in-house design tools and hand calculations. She performed construction administration, including addendum drawings, RFI's / SSK's and structural observations. She coordinated structural support of equipment for Tenant Improvements (TI's), school modernizations and medical equipment upgrades in hospitals and medical office buildings.

Aleck Cheney, P.E., PLS

Civil Review Engineer

Experience

30+ years

Education

B.S. Civil and Environmental Engineering,
University of Wisconsin

Registrations

Professional Engineer,
State of California, No. C44299
Professional Land Surveyor,
State of California, No. L7862
Professional Engineer, State of Hawaii
Professional Land Surveyor,
State of Colorado, No. 32834
Professional Engineer,
State of Colorado, No. 32834
Professional Land Surveyor,
State of Wisconsin, No. S1964
Professional Engineer,
State of Wisconsin, No. E22675
Professional Land Surveyor,
State of North Dakota, No. 8644
Professional Engineer,
State of North Dakota, No. 8644

Affiliations

California Land Surveyors Association
President of Los Angeles Chapter
2006 and 2007 – received
Chapter of the Year award.

Experience Summary

Aleck is a Civil Engineer with more than 30 years of experience working closely with municipalities and developers on publicly funded projects.

Select Project Experience

Project Management

Responsible for coordination of site development, subdivision, and public improvement projects with developers, municipal agencies, architects, land planners, and engineers. Prepared and negotiated civil engineering design and construction management contracts for projects in both the public and private sectors. Responsible for all civil and land surveying related aspects of the design and construction management process, including design and preparation of construction plans, platting and easements, specifications and bidding documents, material submittal review, progress tracking, payment processing, change order negotiation, and construction dispute analysis.

Land Development Engineering

Experienced in a wide range of land development projects, working closely with land planners, soils scientists, landscape architects, developers and municipalities with the common goal of best use in each project. Responsible for civil engineering and land surveying in all phases of residential and commercial land developments from the initial planning stages through construction. Experienced in the preparation of preliminary and final plats, design of public utilities including sanitary sewer, water distribution, and storm drainage. Also experienced in road design including route selection, asphalt and concrete pavements, curb and gutter, and pedestrian pathways. During the various phases of each project, Mr. Cheney has obtained extensive experience in the approval processes, presenting and negotiating projects with jurisdictional bodies including local utility districts, planning commissions and town boards, as well as federal agencies including the US Army Corps of Engineers.

Capital Improvement Projects

Extensive experience in publicly funded civil engineering projects for municipalities and military installations in Colorado, California and

Alaska. Design experience includes major urban roadway projects encompassing right of way acquisition, sanitary sewer, water, and storm drainage improvements. Responsible for the production of complete construction plans, specifications, and bidding documents and managing the public bidding process as well as performing construction phase engineering design and value engineering analysis. As an Associate City Engineer for a California city, performed design and constructability reviews for capital improvement projects prepared by outside consultants to the City and served as both Resident Engineer and Construction Manager for all ongoing capital improvement projects.

Construction Contract Documents

Thoroughly familiar and experienced in the preparation and use of bidding and contract documents for publicly funded projects. Particularly involved with the widely accepted Engineers Joint Contract Documents Committee documents.

Los Angeles Area Construction Phase Services

Mr. Cheney was responsible for field engineering and construction layout of a school auditorium, three new schools, an olympic pool facility, the UCLA police station, a major university childcare center, and four Los Angeles County fire stations.

West Edwards Bike Path, Edwards, Colorado

Mr. Cheney was responsible for topographic surveys, preparation of easements through private lands, development of bidding documents and specifications, and coordination with private utilities with respect to relocations along the trail corridors in the design phase of the project. He was also responsible for construction phase field staking.

Mt. Sopris Tree Farm, El Jebel, Colorado

Responsible for boundary and topographic surveys for this Eagle County Facilities Management project.

Southern Wisconsin Subdivisions

As President of Cheney Engineering, Inc., Mr. Cheney was responsible for platting, complete civil design, agency permitting, construction layout and management for several residential and commercial developments within southern Wisconsin municipalities. Aleck provided engineering and surveying services for over 350 residential and commercial lots.

Experience

25 years

Education

BS, Civil Engineering,
California State University,
Sacramento

Registration

CA Registered Civil Engineer

Certification

ICC Certified Professional Plans
Examiner

CASp – Certification No 328

Experience Summary

Mike Anderson has over 25 years of extensive plan review experience. He has provided architectural and structural plan review services on numerous moderate and complex projects for various jurisdictions and clients in California. His architectural review experience includes both reviewing new construction plans for code compliance and analyzing existing buildings for potential occupants and building owners. This architectural review covers aspects of the California Building Code including occupancy type, rated construction, exiting and accessibility. Mike is not only a professional engineer but also a Certified Access Specialist. Mike is currently responsible for providing architectural and accessibility plan review and office staff oversight for a variety of commercial, industrial, and multi-family residential projects throughout the western U.S. Through many years of project experience and personal contacts in the code industry, he maintains a strong connection with and understanding of the California Building Code. Mike has extensive experience reviewing high-rise and mid-rise projects for the City of Sacramento for conformance with the local building codes and ordinances. He has reviewed apartments, commercial buildings, OSHPD 3 Facilities and assembly occupancy facilities.

Select Professional Experience**Plaza Lofts Seven Story Building****City of Sacramento, CA**

High-Rise with complex rated construction details and Ch.11A accessibility including parking garage, ramps, etc.

Marriott Hotel – Fifteen Story Hotel & Condominium Building**City of Sacramento, CA**

High-Rise with both CBC Ch. 11A & B accessibility provisions.

RT Metro Repair Facility**City of Sacramento, CA**

Industrial structure with multiple other uses including assembly and office.

Carefree Natomas Apartments, Sacramento, CA

Three-story multi-family with clubhouse – 20 building site including full accessibility site analysis.

Experience

7 years

Education

Bachelor of Science in Architectural Engineering, 2005
California Polytechnic State University,
San Luis Obispo

Registrations

State of California Licensed Professional Engineer, Civil, #73241

Certifications

LEED Accredited Professional

Software Proficiency

AutoCAD (v.97- v.2008), Revit 2009, SAP2000, Enercalc, TJBeam, RAMSteel, RAM Advanse, Microsoft Office Suite

Experience Summary

Melissa is a California registered Civil Engineer with more than five years of experience providing plan review and engineering services on numerous projects. Melissa currently assists 4LEAF in the management of plan review efforts including distribution to our Fire Review, Structural Review, and Non Structural Review personnel.

Select Professional Experience

4LEAF, Inc.

Plans Examiner

2012 - Present

Melissa is responsible for coordinating all plan reviews from 4LEAF's clientele and distributing to the appropriate plan review personnel. Melissa's responsibilities include reviewing initial and subsequent submittals of structural and non-structural building plans for conformance of residential, commercial and essential service projects to the California Building Code (CBC) applicable at the time of submittal; composing plan check comment letters for projects, and performing independent calculations to verify project calculations.

Buehler and Buehler Structural Engineers, Inc.

Project Engineer

2005-2011

As a project engineer, Melissa designed essential service, educational, commercial (entertainment, office and retail) and multi-family residential buildings. She is experienced with Seismic design experience with codes: 2009 IBC, 2010 CBC, ASCE 7-05, ACI 381-05, AISC 341. Melissa as the ability to complete her own construction documents in AutoCAD or Revit Structural Ability to adapt to clients needs. Melissa's design experience includes:

- Little Saigon Plaza, Sacramento, CA
- Sutter Memorial Hospital Catheterization lab # 3, Sacramento, CA
- Lincoln Square Plaza, Lincoln, CA
- Offices at Cameron Park, Cameron Park, CA



2016-17 FEE SCHEDULE & BASIS OF CHARGES

For the City of San Leandro

Plan Check Services*

Staff Augmentation	\$ 130 per hour
Fire Review	\$ 150 per hour
Outside Services	70% City fees

Inspection Services*

As-Needed Building Inspection Services (residential)	\$ 80 per hour
As-Needed Combination Inspection Services (includes commercial)	\$ 95 per hour
Construction and/or Public Works Inspector	\$ 125 per hour
Lead Project Inspector	\$ 125 per hour
Project Inspector	\$ 105 per hour
Specialty Inspections (ADA, CASp etc.)	\$ 175 per hour

Construction Management Services*

Construction Manager	\$ 140 per hour
Project Manager	\$ 250 per hour
Principal	\$ 250 per hour

Engineering Services*

Structural Engineer	\$ 195 per hour
Geotechnical Engineer	\$ 195 per hour
Civil Engineer	\$ 175 per hour
Surveyor	\$ 175 per hour
Office Engineer	\$ 155 per hour
Field Engineer	\$ 140 per hour
Expert Witness	\$ 500 per hour

Administrative Services*

On-Site Project Administrator	\$ 65 per hour
Permit Technician	\$ 50 – \$57.50 per hour

Headhunter Services*

3 month Salary**
**Min \$10,000

***All Fees Subject to Basis of Charges**

BASIS OF CHARGES

- All invoicing will be submitted monthly.
- Work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8 hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8 hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- All billable expenses will be charged at cost plus 20%.



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT • INSPECTION • PLANCHER

- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.



Section E: Plan Check Turn-Around Times

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is often recognized for our quick turn-around times and prompt service. We have provided some elaborate project examples - please read through our examples and contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. 4LEAF also provides **Fire Plan Review Services** and **Expedited** or **“Fast Track” Plan Reviews** will take place upon a written request (email) by the client.

Type of Plans	Transportation	Initial Review	Subsequent Review	Expedited Service
Single Family Dwellings	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Multi-Family Dwellings	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Tenant Improvements	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Commercial / Industrial	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Projects >15,000 Sq. Ft.	<24 Hours (pick up & delivery by 4LEAF staff)	Negotiable	Negotiable	No Additional Charge (when staff available)
Fire Review	<24 Hours (pick up & delivery by 4LEAF staff)	<15 Days	<5 Days	Negotiable

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Section F: References

City of Palo Alto

Building Inspection, Permit Technician, Plan Review

Miscellaneous jurisdictional inspection assignments

Since 2007, 4LEAF has provided several combination inspectors to assist the City staff with routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences to due illness and/or market demand.



On-Site Plans Examiners and Off-Site Review

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. All Plans Examiners are registered Engineers in the State of California and are responsible for reviewing larger projects between \$100,000 to \$50,000,000 under the direction of the Chief Building Official. In addition, they will also assist the Permit Counter with over-the-counter plan reviews and general questions from the public. Some of the most recently reviewed projects include Skype, Stanford Medical Center, Technology Credit Union, and VM Ware.

Inspection Services (Project Specific)

4LEAF is also providing the Project Inspector on the City of Palo Alto new **Mitchell Park Library and Community Center** under Turner Construction Management. 4LEAF is responsible for performing combination inspections and the project is on track for LEED Gold Certification. The project consists of a new 56,000 square foot joint facility that will replace the two former facilities. The new Mitchell Park Library and Community Center is a highly sustainable joint-use facility that will be a vibrant destination for civic, cultural, social, educational, and recreational activities.



4LEAF provided the building inspection services on the **Taube-Koret Campus for Jewish Living**. This project replaced the old Sun Microsystems space and made way for a 8.6 acre and **\$350 Million** mixed used facility which included Senior Housing, Gymnasium, in-door and outdoor swimming pools, parking structure, theatre, school, etc. This project won several awards and was a huge benefit to the community.



4LEAF is providing two full-time inspectors to the VMware campus. This project is a **\$1.3 Billion** expansion project at the Stanford Research Park. This project includes construction of an extensive expansion and renovation of the current corporate office campus totaling approximately 800,000 SF and three (3) parking garage structures for approximately 2,900 stalls. This project is pending LEED Certification.



Annual Contract Value: \$2,100,000

Client Name:	City of Palo Alto
Client Contact:	Peter Pirnejad, P.E., Director of Development Services
Client Telephone:	Office: (650) 329-2550
Client Address:	285 Hamilton Ave. Palo Alto, CA 94301
Email:	Peter.Pirnejad@CityofPaloAlto.org
Services:	Plan Review Engineering, Counter Technicians, Green Building Consulting, Project Management, Building Inspection, and Project Inspection Services.
Dates of Service:	2007 - Present

4LEAF is responsible for performing on-call building inspection, plan review, and fire plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City. 4LEAF has recently reviewed a 17.4 acre Downtown Cupertino project that includes 130,000 sq. ft. of retail space, 100,000 sq. ft. of office space, and 160 units of high-end senior Housing. 4LEAF was also recently ca building inspection contract for a very large office complex and parking structure.



4LEAF is has performed a review on the Main Street Cupertino Project which includes:



Site Description / Master Plan

- Main Street Cupertino Encompasses 17.4 Acres
- 130,000 Square Feet of Retail
- 120-unit market rate apartments (four stories with two levels of underground parking)
- 100,000 Square Feet of Class-A Office
- 160+ Units of High-end Senior Housing
- 180-room hotel (five stories)
- Located on Stevens Creek Blvd between Finch Avenue and Tantau Avenue
- 1.55 acres of town square and park area
- Five-story, above-ground parking garage with two underground levels
- Exceptional Visibility via I-280, Two Interchanges of Wolfe Road Lawrence Expressway

Annual Contract Value: \$5,000,000

Agency Name: City of Cupertino
Contact Name: Albert Salvador, P.E., C.B.O., Building Official
Contact Telephone: Office: (408) 777-3328
Contact Email: AlbertS@Cupertino.org
Population: 59,200
Employees: Currently approximately twelve (12) 4LEAF employees
Services: Plan Review and Building and Public Works Inspection Services
Date of Service: 2010 - Present

On-Call Plan Review, Code Enforcement, and Inspection Services

4LEAF has an on-call contract with the City of Dublin Building Department to provide third party plan review, code enforcement, and inspection services. 4LEAF is responsible for work being performed within the City's jurisdiction on projects ranging from major new development areas to capital improvement projects and infill development. 4LEAF has supplied as many as **14 continuous staff to the City of Dublin** over the course of this ongoing contract.



4LEAF inspection staff members have provided combination building inspection and plan review services for some of the City's most important *commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries, and countless capital improvement projects*. 4LEAF inspection staff members have also provided combination building inspection services on numerous *high-density residential projects* which routinely required Type V 1 hour inspections.

Project Highlights

4LEAF inspection staff have provided combination building inspection services for some of the City's most important commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries, and countless capital improvement projects, these include:

- Ulfert's Center
- Grafton Station
- Gateway Medical Center
- Tassajara Ranch
- Emerald Place
- City of Dublin Library



4LEAF inspection staff has provided combination building inspection services on numerous high-density residential projects which routinely required Type V 1 hour inspections. These include:

- Avalon Bay
- Sorrento
- Schaffer Ranch
- Dublin Ranch
- Tralee



Annual Contract Value: \$1,200,000

Agency Name:	City of Dublin
Contact Name:	Gregory Shreeve, C.B.O., Chief Building Official
Contact Telephone:	Office: (925) 833-6620
Contact Email:	Gregory.Shreeve@ci.dublin.ca.us
Population:	46,600
Employees:	Currently approximately ten (10) 4LEAF employees
Services:	Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection
Date of Service:	2002 - Present

Section G: Statement

4LEAF has reviewed the City's Standard Consulting Services Agreement, attached as Exhibit A, and is able to meet the agreement requirements, including insurance requirements so long as the agreement follows California Case Law.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

2016-17 FEE SCHEDULE & BASIS OF CHARGES

Plan Check Services*

Staff Augmentation hour	\$ 130 per
Fire Review hour	\$ 150 per
Outside Services fees	70% City

Inspection Services*

As-Needed Building Inspection Services (residential) hour	\$ 80 per
As-Needed Combination Inspection Services (includes commercial) hour Construction and/or Public Works Inspector	\$ 95 per \$
125 per hour Lead Project Inspector	\$ 125 per hour Project Inspector
\$ 105 per hour Specialty Inspections (ADA, CASp etc.)	\$ 175 per hour

Construction Management Services*

Construction Manager hour Project Manager	\$ 140 per \$
250 per hour Principal	\$
250 per hour	

Engineering Services*

Structural Engineer hour Geotechnical Engineer	\$ 195 per \$
195 per hour Civil Engineer	\$ 175 per hour Surveyor
\$ 175 per hour Office Engineer	\$ 155 per hour Field Engineer
\$ 140 per hour Expert	\$ 500 per hour Witness

Administrative Services*

On-Site Project Administrator hour	\$ 65 per
Permit Technician hour	\$ 50 – \$57.50 per

Headhunter Services*

3 month Salary**
**Min \$10,000

**All Fees Subject to Basis of Charges*

BASIS OF CHARGES

All invoicing will be submitted monthly.

- Work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Night Time (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8 hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- All billable expenses will be charged at cost plus 20%

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the active negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
AHG ARCHITECTURAL SERVICES
FOR
PLAN CHECK REVIEW**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and AHG Architectural Services ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2016 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2018, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$65,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the

Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - The date, hours and a brief description of the work performed;
 - The total number of hours of work performed under the Agreement;
 - The Consultant's signature;
 - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 900 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable. If Consultant exceeds 900 hours, then Consultant hereby agrees to indemnify, waive any rights to, and hold harmless City in the event that the California Public Employees Retirement System (CalPERS) determines that Consultant is eligible to receive PERS benefits, including any employer contribution that could be owed to Consultant by City. Under no circumstances shall City pay employer contributions if it is determined that Consultant is PERS eligible.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City

shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Consultant will not be eligible for reimbursable expenses.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, a computer and phone, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Section Reserved**

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Consultant's Books and Records.** 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 the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

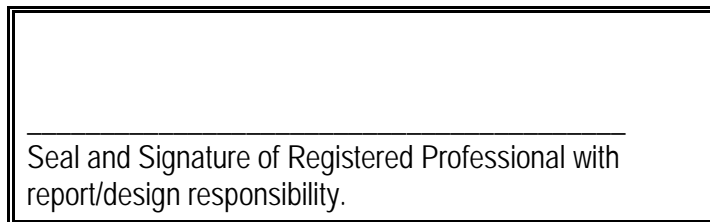
Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Jerome Smith Jr. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:
Anthony H. Groce
212 Oriole Ct.
Hercules, CA 94547-1613
anthonyhgroce@gmail.com

Any written notice to City shall be sent to: Jerome Smith Jr., Chief Building Official City of San Leandro 835 East 14 th Street San Leandro, CA 94577	With a copy to: City of San Leandro Finance, Purchasing Technician 835 East 14 th Street San Leandro, CA 94577
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- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

AHG ARCHITECTURAL SERVICES

Chris Zapata, City Manager

Anthony H. Groce, Owner

Attest:

Consultant's DIR Registration Number, if applicable

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

010-42-002-5120
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

- Form 700 Not Required
- Form 700 Required

Cynthia Battenberg
Community Development Director

EXHIBIT A

SCOPE OF SERVICES

Anthony H. Groce will provide plan check services for conformance with the current editions of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, Title 24 Disabled Access standards, Energy regulations, fire/life safety, disabled access, green building, and local ordinances.

Anthony H. Groce will perform plan checking in accordance with his interpretation and knowledge of the governing codes. In cases of disputes in interpretation or application of the governing codes, the final decision lies with the governing agency (e.g. City of San Leandro).

The following services shall be provided:

1. Over the Counter plan checking and guidance to residential and commercial customers, including architects, contractors, owners, etc.
2. Plan checking to be performed in a timely manner using the City's permitting program, Accela.
3. Activities will be coordinated with the Permit Center Coordinator to apply codes, regulations and policies in a manner that is consistent with City policies and interpretations. Project specific issues will be resolved, as necessary.
4. Meet with permit applicants, as needed, to provide technical support.
5. Prepare correction lists, including a complete and legible list of corrections citing code references.
6. Maintain records of plans in process and provide status reports either verbally, or in writing as required.
7. Review approved submittals for accuracy, as needed.

EXHIBIT B

COMPENSATION SCHEDULE

2016-17 Fee Schedule for the City of San Leandro

Plan Check Services - Staff Augmentation

Anthony H. Groce \$70.00 per hour

Overtime will be charged as follows:

Over 8 hour M-F, weekends or holidays 1.5 x hourly rate

Note: Overtime will only be billed with prior authorization of the Chief Building Official or Permit Center Coordinator

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the active negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
TRB + Associates
FOR
PLAN CHECK SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and TRB + Associates ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2016 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2018. Subject to mutual agreement of the parties, this Agreement may be extended two years. Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-verification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$100,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as

specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
 - The Consultant's signature;
 - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by

Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all

insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark

law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract

Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Consultant's Books and Records.** 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 the City under this Agreement for

a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any

manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Jerome Smith Jr. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

TRB + Associates, Inc.
3180 Crow Canyon Place Suite 216
San Ramon, CA 94583

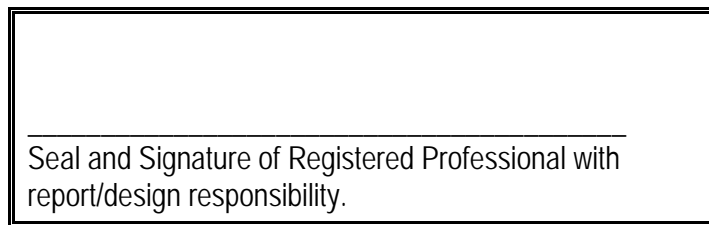
Any written notice to City shall be sent to:

City of San Leandro, Building and Safety Services
Attn. Jerome Smith Jr. Chief Building Official
835 East 14th Street
San Leandro, CA 94577

With a copy to:

City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

TRB + Associates, Inc.

Chris Zapata, City Manager

Todd Bailey, President

Attest:

Consultant's DIR Registration Number, if applicable

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

- Form 700 Not Required
- Form 700 Required

Cynthia Battenberg, Community Development Director

EXHIBIT A
SCOPE OF SERVICES

Associates

February 26, 2016

Jerry Smith Jr., Chief Building Official
Community Development Department
835 East 14th Street
San Leandro, CA 94577
Email: jsmithjr@sanleandro.org

SUBJECT: Proposal to Provide Building Plan Check Services

Dear Mr. Smith:

TRB and Associates, Inc. (TRB+) is pleased to submit this proposal for Building Plan Check Services to the City of San Leandro for its consideration. In brief, TRB+ is a San Ramon-based Code Compliance Services firm which provides Plan Review, Inspection, Delegate Chief Building Official and CASp services for municipal building departments and other divisions of local and state agencies. Our corporation, which comprises over 30 team members, was established in 2006 and has been a growing business over the past nine years. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm has been providing Building Plan Check Services to the City of San Leandro on an as-needed basis for the past two years. In addition, several of TRB's staff members have experience working directly for the City of San Leandro Building Division, including Dominic Ma, SE; Doug Simms, CBO; and Ron Thissen, CBO. This combined experience has provided us with valuable institutional knowledge which we can apply immediately.
- The staff of TRB+ includes licensed civil, structural, mechanical, fire protection, and electrical engineers; architects; and ICC, LEED®, and CASp certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- We are well-versed in building and fire safety administration and project management. Past related roles/accomplishments include serving as Delegate Chief Building Official for the California Energy Commission on thirteen (13) design-build projects with a combined valuation of over \$3 billion.
- We offer a field-proven, turnkey electronic plan review solution as an alternative to review of paper submittals as a means to expedite plan review processing and reduce generation of paper waste. As a highlight, we have successfully processed over 5,000 electronic submittal packages comprising approximately 25,000 separate documents using our web-based system since 2010.
- Our firm has a solid track record of producing quality results and meeting its turnaround goals, a track record to which our clients will attest.

Our firm appreciates the potential opportunity to provide ongoing Building Plan Check Services assistance to the City of San Leandro Community Development Department. If you have questions or need further information, please do not hesitate to contact me by phone at (925) 866-2633 or by email at tbailey@trbplus.com. I look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, PE, LEED AP, CASp, MBA

TRB + Associates, Inc.
3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583

ICC Certified Plans Examiner Principal-
in-Charge tbailey@trbplus.com

Tel: 925.866.2633
Fax: 925.790.0011
www.trbplus.com

Section A	Statement of Qualifications and Interest
Section B	Staffing Capacity and Project Management
Section C	Experience
Section D	Hourly Fees
Section E	Plan Check Turnaround Times
Section F	References
Section G	Acceptance of City Standard Consulting Services Agreement

Company Overview

TRB+ Associates, Inc. (TRB+) is a San Ramon based Building & Fire Life Safety Services firm which provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, CASP Consulting, and Electronic Plan Review Solutions services. Our more than 30 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Having this level of experience and industry involvement, we can offer the right depth and breadth of expertise to meet the City of Leandro's building safety needs.

The TRB+ Corporation was established in 2006 and has been a growing business over the past nine years. We provide services to clients throughout the San Francisco Bay Area and beyond.

Firm Principal

Todd Bailey, P.E., LEED AP, CASp, MBA, is the Founder and Principal of **TRB + Associates, Inc.** Todd is a registered professional engineer with over twenty years of experience in the Architecture/Engineering/Construction industry encompassing business development, project management, plan review, engineering design, structural and non-structural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review and oversight services to over thirty jurisdictions as a consultant, and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for residential, commercial, and industrial structures.

Todd is also approved as a Delegate Chief Building Official for the California Energy Commission (1 of only 5 in the State) responsible for verifying new power project conformance to engineering construction codes on behalf of the California Energy Commission. Todd is also a Past President for the East Bay Chapter of ICC (2009).

In addition, Todd worked with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Todd's experience also includes serving as a project manager on several construction dispute resolution projects while with the firm of Deloitte & Touche. In this role, he was responsible for coordinating the review of project construction documents, construction schedules, contractor and client correspondence, change orders, procurement practices, materials controls, and construction management practices to assess construction claims.

Todd holds an MBA degree from the Walter Haas School of Business at the University of California Berkeley and a B.S. degree with honors in Civil Engineering from the University of California Davis.

Todd Bailey's technical experience and qualifications are further highlighted in his resume included in **Section C** of this proposal.

Range of Services

TRB + Associates offer the following services to its clients:

- **Building and Fire Plan Review** (including Electronic Plan Review)
- **Building Inspection**
- **Building Department Administration**
- **Delegate Chief Building Official** (Industrial & Power)
- **CASp Consulting**
- **Electronic Plan Review**

Capacity and Resources

TRB+ has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle all your building department needs including building and fire plan review, building and fire inspection, permit processing, CASp compliance, and building official services. Our professionals have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities, and are able to tailor solutions specific to your agency.

Staff experience encompasses a full range of construction types and occupancies including the following:

- Assembly Occupancies
- Commercial Tenant Improvements
- Detention Facilities
- Distribution Centers
- Gas Stations
- Hazardous Chemical Facilities
- High Rise Buildings
- Hospitals
- Hotels
- Industrial/Storage Warehouses
- Malls
- Manufacturing Facilities
- Steel Buildings
- Medical Office Buildings
- Mixed-Use Projects
- Multi-Family Dwellings
- Office Buildings
- Parking Structures
- Power Plant Facilities
- Recreation/Gymnasium Facilities
- Restaurants
- Retail Centers
- Schools
- Single Family Dwellings
- Sports Arenas
- Theaters

TRB+ team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and your jurisdiction's local ordinances. Our team comprises of individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. In addition, our staff includes 3 LEED® Accredited Professionals and 4 CASp certified individuals. The majority of our staff possesses a combination of these industry-recognized credentials.

Our staff members are regular attendees at construction code and standards training offered through the local ICC Chapters, CALBO, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such, are intimately aware of many aspects of the development of relevant construction codes.

- Todd Bailey – Past President, ICC East Bay Chapter
- Ron Thissen – Past President, ICC Yosemite Chapter
- Robert Scrosati – Past Chairman, IAPMO Central California Chapter
- Martin Price – Past Board Member, Redwood Chapter CSI
- Lowell Brown – Vice President, ICC Napa-Solano Chapter

Please refer to **Section C** of this proposal for more information on our proposed staff.

Individual Authorized to Negotiate and Execute Consultant Services Agreement

To confirm, the Principal of TRB + Associates, Inc., **Todd Bailey**, is authorized to negotiate and execute on behalf of the corporation the Consultant Services Agreement with the City. His contact information is as follows:

Todd Bailey, P.E., LEED AP, CASp, MBA
Principal-in-Charge
Tel: 925-866-2633
Fax: 925-790-0011
Email: tbailey@trbplus.com

Our Commitment

With TRB+ Associates, the City of Leandro will receive an experienced team who takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.



Services Overview

Building and Fire Plan Review

The **TRB+ Associates** team is well versed in the administration and practical application of California's model building codes in plan review. The team includes experienced ICC certified plans examiners, licensed engineers in multiple disciplines, and certified code officials. We are sensitive to the time-critical nature of plan review and as such offer timely turnaround on plan review projects. Our turnaround is identified in **Section E** of this proposal. TRB+ can accommodate expedited review on an as-available basis.

Building Inspection, Permit Processing, and Building Official Services

TRB+ also provides building inspection, permit processing, and building official support services. Our staff includes engineers and ICC-certified individuals with field inspection and building department administration experience on a range of project types and complexities. We can provide inspection and support staff for a single project which may be unique or complex in nature, or can provide long-term support to assist with the City's daily workload.

Delegate Chief Building Official Services (Industrial & Power Projects)

The TRB+ Associates team garners extensive experience serving in the Delegate Chief Building Official (DCBO) role. Our staff has assisted the California Energy Commission as DCBO on thirteen projects including both Peaker and Combined-Cycle natural-gas fired power facilities. In addition, we have been involved with three wind power generation facilities in California.

Our staff is adept at turnkey project management, technical review, and field inspection functions, including the oversight of plan review and inspection tasks and coordination of submittals numbering up into the thousands. TRB+ offers a paperless electronic plan review workflow process as a means for expedited processing, enhanced tracking ability, and reduced generation of paper waste in the plan review and inspection process on its turnkey projects.

CASp Consulting Services

TRB+ offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). We are skilled at checking facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; and conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Electronic Plan Review Solutions

The staff of TRB+ has been leaders in the field of digital plan review and workflow management. Adoption of an electronic plan review process offers a way for your agency's constituents to save both time and money, and serves as a means for your agency to promote sustainable development through reduced generation of paper waste. TRB+ staff has proven experience in developing innovative yet practical solutions to facilitate electronic check of plans.

Firm Experience and Qualifications

TRB + Associates, Inc. has extensive experience supporting municipal building safety divisions in plan review and beyond. To help demonstrate our experience in providing this support service, we have included detailed client profiles for several of our public agency clients, as well as additional summary level client / project experience for your reference and information:

Client Profiles

City of Concord

Building Division
1950 Parkside Drive
Concord, CA 94519

Contact:

Robert Woods, SE | Chief Building Official
Email: robert.woods@ci.concord.ca.us
Phone: (925) 671-3119
Dates of service: 2008 – present
Approximate Contract dollar Amount: \$ 900,000

Services Provided: Onsite Building Official, Plan Review, and Building & Multifamily Inspections

TRB has provided Building Department support services to the City of Concord for over 7 years; the main focus of which has been onsite Building Department staff augmentation.

We have provided part-time plan review and inspection staff, and a full-time building official to help support the activities of the building department; at peak staffing load, TRB had 4 staff members on site. For the role, we have been able to assign seasoned staff familiar with the local area and the department's policies and requirements. In doing so, the amount of staff training necessary to ensure a smooth transition has been kept to a minimum.

TRB has been able to contribute toward maintaining the department's service delivery goals and the implementation of cost-savings measures. TRB has received excellent marks from the City for its service.

City of Los Altos

One North San Antonio Road
Los Altos, CA 94022

Contact:

Kirk Ballard | Chief Building Official
Email: Kirk.Ballard@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present
Approximate Contract dollar Amount: \$ 750,000

Services Provided: Plan Review and Inspection

TRB has provided ongoing plan review and inspection support services to the City of Los Altos for 8 years. Our firm has reviewed over 300 projects for the City ranging from custom single family dwellings to large mixed-use projects. The firm has regularly met its Plan Review objectives, including staffing requirements and turnaround goals.

**Project Profile Packard Foundation Headquarters Building
Los Altos, CA**

Project Description: New Non-Profit Headquarters Building
Scope: Code Compliance Plan Review on behalf of City of Los Altos

Owner: David and Lucille Packard Foundation
Year: 2011
Construction Cost: \$38 million
Project Size/Construction Value: 50,000 s.f. / \$38 million construction value

Program Elements:

Occupancy Groups: A, B, S; Type of Construction: III-B; Number of Stories: 2
Provided non-structural Code Compliance Plan Review for this 50,000 s.f., LEED Platinum Certified office headquarters building. Extensive consideration of Title 24 Energy, Green Building (including living roof), and Disabled Access provisions. Code compliance review included complex egress considerations involving court at center of facility and alternate materials methods items.

Team Members: Todd Bailey, Martin Price, Jess Villar

City of Walnut Creek

Building Division
1666 N. Main Street
Walnut Creek, CA 94596

Contact:

Sharon Goei, P.E. | Chief Building Official (Prior, now at City of Santa Clara)
Email: SGOEI@SantaClaraCA.gov
Phone: (408) 615-2404
Dates of service: 2007 – present
Approximate Contract dollar Amount: \$ 1.0 million

Services Provided: Plan Review, Onsite Permit Technician, and OSHPD-3 Inspection

TRB has provided as-needed Building Safety services to the City of Walnut Creek for over 7 years. Our firm is currently providing extensive plan review support to the City. Our firm has also provided as-needed OSHPD-3 inspections to inspect and certify select medical clinic occupancies. The firm has regularly met its Plan Review and Permit Processing objectives, including staffing requirements and turnaround goals.

**Project Profile New Multifamily/Apartment Podium Building
Walnut Creek, CA**

Project Description: New Multifamily Podium Building, Walnut Creek, CA
Scope: Code Compliance Plan Review on behalf of City of Walnut Creek

Owner: Mill Creek Residential Trust

Year: 2013

Building Cost: \$30-40 million

Project Size/Construction Value: 195,000 s.f. (75,000 s.f. Parking,
120,000 s.f. Apartments) / \$30-40 million construction value

Program Elements:

Occupancy Groups: R-2, S-2, B, A-3; Type of Construction: Parking Garage (Below Podium): Type I-A, Apartment Construction (Above Podium): Type V-A; Number of Stories: 2 below grade (parking), 4 stories above (apartments).

Provided complete Code Compliance Plan Review for this new multifamily building comprising 126 living units, 170 underground parking spaces, and roof deck. The TRB+ review included shoring, foundation, and superstructure package reviews, encompassing structural, architectural, disabled access, mechanical, electrical, plumbing, energy, and green disciplines.

Team Members: Todd Bailey, Martin Price, Terry Brown, Jess Villar, Tsuyoshi Bunden

Project Profile **New Medical Equipment Manufacturing / Lab Building
Walnut Creek, CA**

Project Description: New Medical Equipment Manufacturing / Lab Building
Scope: Code Compliance Plan Review on behalf of City of Walnut Creek

Owner: Varian, Inc.

Year: 2010

Building Cost: \$30 million

Project Size/Construction Value: 45,000 s.f. / \$30 million construction value

Program Elements:

Occupancy Groups: L, H, B; Type of Construction: III-B, Number of Stories:1.

Provided complete Code Compliance Plan Review for this new medical equipment manufacturing and lab building. Project comprised office, laboratory, and H-2 (high-hazard) hazardous materials storage areas with process piping, including a liquid nitrogen tank, argon tank, helium rack, new diesel generator with 300 gallon storage tank, and helium tank. Corresponded with local fire authority (Contra Costa County Fire) to ensure that building and fire code egress and hazardous materials considerations were coordinated.

Team Members: Todd Bailey, Martin Price, Terry Brown

City of Sacramento

Development Services Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Contact:

Winfred DeLeon, P.E. | Chief Building Official

Email: WDeleon@cityofsacramento.org Phone:
(916) 808-5475

Dates of service: 2007 – present

Approximate Contract dollar Amount: \$ 750,000

Services Provided: Offsite & Onsite Plan Review and Offsite Permit Technician Support

TRB has held a contract with the City of Sacramento to provide Building Department Support services since 2007. Along with offsite plan review and permit technician support, we have provided staff to assist the City with onsite plan review. TRB has staffed a part-time Plans Examiner, Electrical Plans Examiner and Structural Plan Review Engineer onsite over the course of our contract to help fulfill peak “as-needed” demand periods. In addition, we are also currently providing remote permit technician assistance, updating the City’s online Accela permit tracking system with plan review assignment information (virtual onsite presence).

California Energy Commission

1516 Ninth Street, MS-2000
Sacramento, CA 95814-5512

Contact:

Dale Rundquist | Compliance Program Manager
Email: drundqui@energy.state.ca.us
Phone: (916) 651-2072
Dates of service: 2008 – present
Approximate Contract dollar Amount: \$ 3.0 million

Services Provided: Delegate Chief Building Official, Plan Review, and Inspection Services

TRB has assisted the California Energy Commission as a Delegate Chief Building Official for the past 7 years. TRB staff have assisted in this role on thirteen projects including both Peaker and Combined-Cycle natural-gas fired power generation facilities. As Delegate Chief Building Official, TRB serves in building department, fire department, public works, and worker safety support capacities, providing the following:

- Building Plan Review and Inspection
- Fire Plan Review and Inspection
- Civil & Grading Plan Review and Inspection
- Geotechnical Peer Review
- Fire Protection Engineering Peer Review
- OSHA Standards Plan Review
- Worker Safety Monitoring
- Project Management
- Document Control

Recent projects include:

- Russell City Energy Center (600 MW Combined-Cycle), Hayward
- Lodi Energy Center (296 MW Combined–Cycle), Lodi
- Almond 2 Power Plant (174 MW Simple-Cycle), Ceres
- Walnut Creek Energy Park Project (500 MW Simple-Cycle), Industry

The firm has regularly met its Plan Review, Inspection, and Permit Processing objectives, including staffing requirements and turnaround goals.

Project Profile **Russell City Energy Center Power Plant
Hayward, CA**

Project Description: Russell City Energy Center – New 600 MW Combined Cycle Power Plant
Scope: Delegate Chief Building Official Services on behalf of the California Energy Commission

Owner: Calpine, Inc.

Year: 2010 - 2014

Construction Cost: \$800 million

Project Size/Construction Value: 14.7 acre site (approximately 25 main structures)/ \$800 million construction value

Program Elements:

Occupancy Groups: H, F, S, B; Type of Construction: II-B

Provided complete Code Compliance Services including plan review, inspection, building official, and building department administration duties for this multiple structure power plant facility (full suite of 2007 California Building Standards Codes including Building, Mechanical, Plumbing, Electrical, Energy, Green, and Fire Codes). Project entailed design-build approach where plan review submittals were staged over the course of construction (approximately 4,000 packages processed over 2.5 years). Project comprised mixed uses, including B, F, S, H occupancies, labs, and high energy process and chemical feed systems. Project also entailed evaluation of several alternate materials and methods applications.

Team Members: Todd Bailey, Martin Price, Tsuyoshi Bunden, Jess Villar, William Vaughn, Ed Ong, Terry Brown, Jim Begley, Lowell Brown, Ron Thissen, Doug Simms

City of San Mateo

Building Division
330 West 20th Avenue
San Mateo, CA 94403

Contact:

Stephen Lau, P.E. | Chief Building Official
Email: slau@cityofsanmateo.org
Phone: (650) 522-7180
Dates of service: 2013 – present
Approximate Contract dollar Amount: \$ 150,000

Services Provided: Onsite Plan Review

TRB is currently providing as-needed peak Building Safety Plan Review services to the City of San Mateo. A majority of the role entails providing over the counter plan review support to accommodate fast-track projects and code enforcement cases. The firm has regularly met its Plan Review objectives, including staffing requirements and turnaround goals.

Additional Staff Project Experience - Plan Review

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from \$1 million to \$800 million.

Mixed Use

- New Podium Mixed Use Building, Walnut Creek, CA
- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- New 4-Story Hotel (Fire Code), Sacramento, CA
- Mixed-use Residential/Retail/Parking Garage (230,000 s.f.), Los Altos, CA
- Vallco Fashion Park (Retail & Cinema Complex), Cupertino, CA

Biotechnology / Healthcare

- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Buck Center, 4th Floor Laboratory (5,750 s.f.), Novato, CA
- UC Davis Health, Midtown Clinic (100,000 s.f., I & B occupancies), Sacto, CA
- Cancer Treatment Center (44,000 s.f.), Pleasant Hill, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA

Government / Civic

- Veteran's Administration, New 2-Story Housing Facility, Menlo Park, CA
- Transit Operations Building, \$2.5M, 1 story, 8,660 sq. ft., Santa Rosa, CA
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA
- War Memorial Community Center & John Daly Library, Daly City, CA
- Police Station, Benicia, CA

Commercial

- New Neiman Marcus Building, Walnut Creek, CA
- BJ's Restaurant, Arden Fair Mall, Sacramento, CA
- Shopping Center 16 Screen Cineplex, Cupertino, CA
- Whole Foods Markets (6 stories), Novato, CA
- Macys Major Renovation & Addition, Walnut Creek, CA

Industrial and Power Plant Cogeneration Facilities

- Delegate CBO Services, California Energy Commission
 - Lodi Energy Center Project (300 MW), Lodi, CA
 - Russell City Energy Center Project (560 MW), Hayward, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- High Winds Project (162 MW, 108 Turbines), Solano County

Residential / Residential Care Facilities

- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA
- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Ritz Carlton Hotel (4 stories, 11 buildings), Napa, CA

TRB+ staff members have extensive experience working with numerous public agencies in California. The following is a partial list of agencies served by our staff members.

Public Agency	Plan Review	Building Inspection	Building Department Administration	Delegate CBO Services	CASp Consulting
California Energy Commission*	X	X	X	X	
City of Benicia	X	X		X	
City of Concord	X	X	X	X	X
City of Daly City	X				
City of Dublin	X				
City of Livermore	X				
City of Los Altos	X	X			
City of Oakley	X	X	X	X	
City of Palo Alto	X				
City of Petaluma*	X				
City of Pleasant Hill	X				X
City of Sacramento*	X		X		
City of San Jose	X				
City of San Leandro	X		X		
City of San Mateo	X				
City of San Ramon	X	X	X		X
City of Tracy	X	X			
City of Vallejo	X	X	X		
City of Walnut Creek	X	X	X		
County of Butte	X				
County of Honolulu*	X				
County of Marin	X				
County of Merced*	X				
County of Sonoma	X				
County of Yolo	X	X	X		

** = Provided both Standard and Electronic Plan Review

Additional Staff Project Experience – Building Inspection (Option)

The following is a partial list of Building Inspection projects worked on by our staff members:

General

- Combination Inspection, City of San Ramon
- Building Official, Multifamily and Building Inspection, City of Concord
- OSHPD-3 Inspection, City of Walnut Creek
- Delegate CBO Services, California Energy Commission
 - Lodi Energy Center Project, Lodi, CA
 - Russell City Energy Center Project, Hayward, CA
 - Almond 2 Power Plant, Ceres, CA
 - Walnut Creek Energy Park, Industry, CA
 - Mountainview Power Project, Redlands, CA

Mixed Occupancy Facilities

- Fremont Bayside Condominiums, Fremont
- Hollis Street Lofts, Live-Work Condominiums, Emeryville
- Hacienda Gardens Apartments, Dublin
- Signature Properties Condominiums, Concord

Poured-in-Place, Pre-Stressed and Post Tension Systems

- Chiron Life Science Medical Research Laboratories, Emeryville
- Lucky's Regional Distribution Center, San Leandro
- Hacienda Crossings Shopping Center and 20-plex Theatres, Dublin
- Ikea Showroom and Parking Garage, Emeryville

Pile, Micro-Pile, Auger-Cast and CIDH Foundations

- Fremont Police Administration Facility, Fremont
- Wood Fin Suites Hotel, Emeryville
- Solano Government Center, Fairfield
- River Rock Casino Parking Structure, Healdsburg

Base-Isolated Structures

- Pixar Animation Studios, Emeryville
- Genentech CCP2 Laboratories and Production Facilities, Vacaville

Soil-Nail / Tie-Back, Sheet Pile, and Cofferdam Systems

- Lodi Energy Center - High Pressure Steam Recovery Sump, Lodi
- Emery Station - Hollis Street Overpass and Tie-Back System, Emeryville
- Dry Creek Rancheria Casino - Access and EVAE Roads Soil-Nail Systems, Healdsburg

Project Understanding and Approach

TRB + Associates, Inc. (TRB+) would like to confirm its intent to provide Building Plan Check Services in accordance with the Scope of Services identified in the City of San Leandro Request for Qualifications document. In sum, it is our understanding that the City of San Leandro Building Division is seeking qualified consultants to assist the City with building plan review services on a broad range of project types, on an as-needed basis. We understand that all such services would be coordinated with the City Building Official.

Building Plan Review Scope Understanding

Perform as-needed plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection (if requested), Title-24 energy, disabled access, and green building standards; as well as floodplain, wildland urban interface fire severity zone, hazardous materials, and state housing law Title-25 factory built structure considerations, as applicable.

Review building plans, design calculations, and material specifications for structures proposed for construction, as well as fire protection system plans and design calculations (if requested). Plans will be reviewed for completeness and correctness based on the California Building Code, California Residential Code, California Mechanical Code, California Electrical Code, California Plumbing Code, California Green Code, California Energy Code, California Fire Code (if requested) and other applicable ordinances as adopted by the City.

Electronic Plan Review: As an alternative to review of hardcopy media, TRB+ can review electronic media should it be the desire of the City to accept submittals electronically. The staff of TRB+ has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

With electronic submittal of all plan documents, we are able to track and communicate all plan review comments and approvals through a project web site. Plan submittals would be accepted and comments generated in Adobe® PDF format.

We are prepared to accommodate plans electronically should the City be interested in offering this as an option for applicants.

Project Approach Overview

Our approach to this engagement is centered on fostering open communication between our firm and the City. Prior to receipt of our first assignment, we would propose to meet with City staff to discuss local code policies, documentation procedures, plan processing protocols, plan review and inspection checklist items, notification protocols, and scheduling. On an ongoing basis, our firm is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. Under the direction of the City Building Official, we will diligently document and report all plan review findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. We understand that being accessible to project stakeholders is essential in helping ensure that decisions are made in timely manner; as such, our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or WebEx formats as agreeable and necessary to achieve the most expeditious results.

Team Organization

Mindful of the complexity of projects typical to the Bay Area, TRB+ has assembled a plan review team with exceptional qualifications and attentiveness to quality and schedule. **Todd Bailey, PE**, our company Principal, will serve as the Project Manager for this engagement. He will be working closely with our Plan Review team to ensure turnaround goals are met and that findings are communicated in a timely and clear manner.

Furthermore, Todd will be monitoring all work product to ensure that findings are focused on code-relevant considerations. Todd maintains a practical perspective on the intent of the codes and possesses a heightened sensitivity to project turnaround milestones.

With our Project Manager at the helm, our key plan review staff as identified in the organization chart which follows will be performing any assigned plan review projects, led by our Plan Review Manager, **Dominic Ma, SE, MPA**. Dominic possesses extensive experience in plan review, which includes working for more than 27 years as a plan review engineer for the City of San Leandro, and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Upon receipt of a plan review assignment, our project manager will coordinate with our plan review manager to assign the project to the appropriate staffmembers and may distribute work to multiple individuals to accommodate expertise and timing considerations. For complex projects, work may be distributed between disciplines, typically different individuals for 1) Architectural/Disabled Access/T24 Energy/Green, 2) Structural, 3) Mechanical/Plumbing, and 4) Electrical. In the event multiple submittals come in which require multiple resources, our Project Manager may split portions of the work in a single discipline to other licensed/certified individual to ensure turnaround dates are met.

Plan Review Services Project Team

Please refer to Proposal **Section C** for detailed project team resumes.

**Todd Bailey, PE, LEED AP,
CASp, MBA**

Principal-in Charge
Project Manager

Plan Review

Dominic Ma, SE, MPA
Plan Review Services
Manager

Thomas Hemenway, SE
Sr. Plan Review Engineer

Bill Vaughn, SE
Sr. Plan Review Engineer

Mike Kaszpurenko, SE
Sr. Plan Review Engineer

Keith Ma, SE
Plan Review Engineer

Isha Liu, PE
Plan Review Engineer

**Martin Price, Architect, LEED AP,
CASp**
Sr. Plan Review Architect

Clarice Shephard, Architect
Plan Review Architect

Jim Begley, FPE, LEED AP
Sr. Fire Protection Engineer

Jess Villar, ME
Sr. Plan Review Engineer

Peter Kogan, ME
Sr. Plan Review Engineer

Mike Elbanna, EE
Sr. Plan Review Engineer

James Johnson, EE
Sr. Plan Review Engineer

Terry Brown Plans
Examiner
(Electrical/Fire Alarm)

Dan McLaughlin
Plan Review Engineer

Technical Standards

TRB+ provides code compliance reviews and inspections encompassing architectural, fire, electrical, mechanical, plumbing, structural, energy conservation, disabled access, and green standards in accordance with locally-adopted standards. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to:

- 2013 California Building Code
- 2013 California Residential Code
- 2013 California Electrical Code
- 2013 California Plumbing Code
- 2013 California Mechanical Code
- 2013 California Fire Code (if requested)
- 2013 Title 24 Energy Standards*
- 2013 California Green Building Standards Code
- Adopted local codes, ordinances, regulations and standards.

Our team also has extensive experience with alternative NFPA, ASCE, ASME, FEMA, NEHRP, and ANSI Standards.

Structural and Life Safety:

- The California Building Code; Volume 1 & 2
- The California Residential Code
- The provisions of ASCE 7-10, Chapters 1 through 15; all chapters if dynamic analysis submitted
- FEMA, ASCE 41, and NEHRP requirements (i.e. for existing buildings if required for application to be reviewed)
- Foundation design and soil-structure interaction
- Vertical and lateral analysis and design procedures/codes in structural steel, timber, reinforced concrete, reinforced masonry, and light gauge steel
- Referenced Standards in the California Building Code
- Pre-stressed/post tension analysis design (i.e. if required for application to be reviewed)

Mechanical, Plumbing, Electrical, Energy and Green Building:

- California Electrical Code
- California Energy Code
- California Mechanical Code
- California Plumbing Code
- California Green Building Standards Code

Fire Safety:

- NFPA 10, 12, 13 D, 14, 17, 17A, 20, 24, 33, 37, 45, 55, 58, 72, 90A, 99, 110, 232, 214, 704, 850, 2001; 2010 California Fire Code

Alternate Material and Methods

TRB + Associates recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Plan Review Process

The following process represents our typical plan review workflow. Please note that this process can be modified to meet the City’s specific needs.

Step 1 - Preliminary Discussions: Prior to beginning our initial plan review project for this contract term, our Project Manager proposes to conduct a meeting or conference call with the City to verify local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review: Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards (see Turnaround Table below).

TYPE OF PROJECT	TURNAROUND TIME*		
	INITIAL CHECK (WORKDAYS)	RECHECK (WORKDAYS)	REVISION/PLAN CHANGE
Single Family Dwellings/Additions/Remodels	Within 10	Within 5	Within 5
Tenant Improvements/Commercial/Industrial Projects	Within 10	Within 5	Within 5
Complex Large Projects	Within 15	Within 10	Within 10
Expedited	Within 5	Within 5	Within 5

*Unless otherwise mutually agreed upon

All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. Generally, corrections are identified in two ways:

- Notes can be made on plans as appropriate and authorized to assist in locating the issue on the plans;
- A correction sheet is generated detailing what items need to be addressed before plans can be approved.

The client will receive a copy of each correction list, as well as a cover memo containing the following:

- The date plans were reviewed by TRB+ Associates
- The date that the applicant/applicant’s designee was notified that the plan review was completed
- The name and phone number of the applicant/applicant’s designee that was notified that the plan review was completed

Step 3 – Transmittal of Plans and Comment Lists for Plan Review: At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB and Associates has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal.

Upon completion of our review, any comments generated are consolidated into a correction letter which is forwarded to the applicant; at the same time, an electronic copy is sent to the City for its reference.

Step 4 – Rechecks: Upon receipt of the resubmittal package, we will notify the City (via email) that we have received the package. Once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 – Plan Approval: When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company’s “Reviewed for Code Compliance” stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Status Reports: Should it be the desire of the City, TRB+ staff will provide monthly status of all its plan review projects to the City at no additional cost to the City.

Shipping and Delivery of Plans: TRB+ provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City is provided at no additional cost to the City.

Meetings: The TRB+ plan review team will be available to the applicant’s designee during City working hours, by phone, mail, or to attend meetings at the City’s offices. TRB+ will address questions or discuss issues that may arise on a project with City staff, design team and/or construction team to ensure that compliance issues are handled in a timely manner.

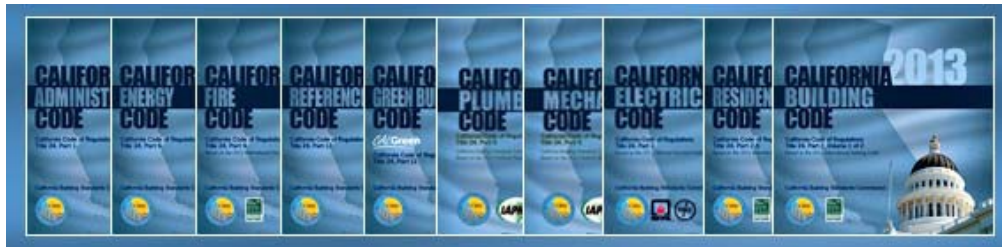
On an ongoing basis, TRB+ Associates will maintain regular communication with agency staff to keep apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during document review and/or inspection activities.

Online Plan Check Status and Records: To facilitate access to plan review findings and status information, TRB+ can initiate its Project Website for use on this assignment. With our project website, all correspondence issued by our team is posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI’s, etc.) to allow a paperless review of the project. To confirm, there is no additional cost for this service.

Quality Control Measures

Quality reviews are of paramount importance to us. Though we employ experienced plan reviewers and inspectors, and expect their work to be of high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a “two sets of eyes” policy in place. All plan reviews performed by staff are reviewed for quality control by senior members of our team.

Additionally, TRB+ carefully tracks plan review submittals, review documentation from the point of initial receipt to completion. As such, we are able to efficiently communicate plan review findings and project status information to agencies and project stakeholders.



Plan Review Services Project Team

**Todd Bailey, PE, LEED AP,
CASp, MBA**

Principal-in Charge
Project Manager

Plan Review

Dominic Ma, SE, MPA

Plan Review Services
Manager

Thomas Hemenway, SE
Sr. Plan Review Engineer

Bill Vaughn, SE
Sr. Plan Review Engineer

Mike Kaszpurenko, SE
Sr. Plan Review Engineer

Keith Ma, SE
Plan Review Engineer

Isha Liu, PE
Plan Review Engineer

**Martin Price, Architect, LEED AP,
CASp**
Sr. Plan Review Architect

Clarice Shephard, Architect
Plan Review Architect

Jim Begley, FPE, LEED AP
Sr. Fire Protection Engineer

Jess Villar, ME
Sr. Plan Review Engineer

Peter Kogan, ME
Sr. Plan Review Engineer

Mike Elbanna, EE
Sr. Plan Review Engineer

James Johnson, EE
Sr. Plan Review Engineer

Terry Brown Plans
Examiner
(Electrical/Fire Alarm)

Dan McLaughlin
Plan Review Engineer

Project Team Experience Matrix

Team Member	Role	Years of Experience
Todd Bailey, PE, LEED AP, CASp, MBA	Principal-in-Charge Lead/Project Manager	20+
Dominic Ma, SE, MPA	Plan Review Services Manager	30+
Thomas Hemenway, SE	Sr. Plan Review Engineer	30+
Bill Vaughn, SE	Sr. Plan Review Engineer	30+
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30+
Keith Ma, SE	Plan Review Engineer	20+
Isha Liu, PE	Plan Review Engineer	8+
Martin Price, Architect, LEED AP, CASp	Sr. Plan Review Architect	25
Clarice Shephard, Architect	Plan Review Architect	20+
Jim Begley, FPE, LEED AP	Fire Protection Engineer	20+
Bryan Douglass, FPE	Fire Protection Engineer	7+
Jess Villar, PE (Mechanical)	Sr. Plan Review Engineer	25+
Peter Kogan, PE (Mechanical)	Sr. Plan Review Engineer	25+
Mike Elbanna, EE	Sr. Plan Review Engineer	30+
James Johnson, PE	Sr. Plan Review Engineer	25+
Terry Brown	Sr. Plans Examiner	15+
Dan McLaughlin	Plan Review Engineer	>1

Todd Bailey, PE, LEED AP, CASp, MBA | Principal-in-Charge / Project Manager

Education

Master of Business Administration
Walter Haas School of Business
University of California Berkeley

Bachelor of Science Civil Engineering
Cum laude
University of California Davis

Registration

Registered Civil Engineer
California (#C-56425)
Hawaii (#11647)

ICC Certified Plans Examiner (#1042706-60)

LEED Accredited Professional

Certified Accessibility Specialist (CASp-229)

SAP / ATC 20 Certified

Professional Affiliations

ICC East Bay Chapter
Past President (2009)

International Code Council

Structural Engineers Association of Northern California

Other

Delegate Chief Building Official for the California Energy Commission – Power Plant Facilities

Todd Bailey is a registered professional engineer with over twenty years of experience in the Architecture/ Engineering/Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to over thirty jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Todd's experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Select Project Experience

Building Safety Plan Review

Government / Civic

Daly City Annex Hall, Daly City, CA
War Memorial Community Center, Daly City, CA
Police Station, Benicia, CA

Commercial

Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
Marin Health Campus - Buildings A-E, County of Marin, CA
New Medical Research Facility (44,000 sf.), Walnut Creek, CA
Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA

Residential

Rivertown Apartments, Petaluma, CA
Palolo Chinese Home, Senior Housing Complex, Honolulu, HI
Spanos Park West Apartment Complex, Stockton, CA

Industrial and Power Plant Cogeneration Facilities

Mountain View Power Project (1,056 MW), Redlands, CA
Palomar Energy Center Project (546 MW), Escondido, CA
Valero Petroleum Refinery Capital Improvements, Benicia, CA

Seismic Upgrade

Unreinforced Masonry Building Retrofit, Petaluma, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural-gas fired power projects and one wind power generation facility in California having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants.

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. in May 2005 (www.adobe.com). Awards received for program include:

- 2006 Computer World Honors Program - Gold Award and Top 50 Finalist
- 2006 Consulting Engineers and Land Surveyors of California – Merit Award
- 2005 Adobe Success Story of the Year

Presentations

“Electronic Document Submittals for Archiving,” Western Council of Construction Consumers (WCCC) Annual Meeting, Los Angeles, CA, January 2006.

“Electronic Document Submittals for Archiving,” Consulting Engineers and Land Surveyors of California (CELSOC) Annual Meeting, Monterey, CA, March 2005.

“Building Permit Fee Determination for Power Plant Construction,” California Energy Commission, Sacramento, CA, December 2003.

Work Experience

TRB + Associates Inc., Principal, 2006 – Present

Bureau Veritas, Building & Facilities Code Compliance Services, 2001-2006

Deloitte & Touche LLP, Construction Consulting Services, 1999-2001

City of Concord, California – Permit Center, 1996-1999

Luhdorff & Scalmanini Consulting Engineers, 1993-1996

Tosco Refining Company, 1991 & 1992

Dominic Ma, SE, PE, MPA | Plan Review Services Manager

Education

Master of Science
Structural Engineering
UCLA, Los Angeles, CA

Master of Public
Administration, California
State University, East Bay
Hayward, CA

B.S. Civil Engineering
University of California,
Berkeley, CA

Registration

Registered Structural
Engineer
California (#1920)

Registered Civil Engineer
California (#20018)

ICC Certified Plans
Examiner

Certified Energy Plans
Examiner Residential (#R05-
94-5121) - Inactive

Certified Energy Plans
Examiner Non-Residential
(#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods.

As a highlight, Dominic has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically he coordinated with Degenkolb Engineers on the peer review scope for the base-isolated Cathedral of Christ the Light building located at 2121 Harrison Street (Friction pendulum double-concave bearing isolator system).

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street
The Cathedral of Christ the Light (also called the Oakland Cathedral)
A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street
The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue
22 Story Condominium Building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling)
A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

- Oakland Airport Connector (Building Services Division did not review this project, but was involved jointly with the Oakland Fire Department in the planning stage on fire and safety concerns)
 - The 3.2-mile connector between the Coliseum/Oakland Airport Bart Station and the Oakland airport terminal provides a transit alternative to airline passengers who opt to use Bart to reach the airport instead of driving. The total project budget for the OAC project is approximately \$484 million. The connector running along the median of Hegenberger Road has two end terminal stations: one at the Coliseum/Oakland Airport BART Station and one at the proposed airport terminal.

Plan Review projects performed for the City of San Leandro

Costco (New retail store)
 Bayfair Mall (Tenant improvements)
 Century 21 Theatre
 San Leandro Dialysis Clinic
 Bay Area Veterinary Specialists (Pet hospital)
 San Leandro Honda
 San Leandro Nissan
 San Leandro Hospital (Tenant improvements)
 San Leandro Hospital (New doctors' office building)
 Carlton Plaza of San Leandro (An assisted living facility)

Additional Plan Review projects performed

Costco Building Addition, City of Concord
 New Gas Compressor Building, Butte County
 AT&T Rooftop solar Panel Installation, City of San Ramon
 Tilt-up Warehouse Buildings (2), City of Sacramento
 Historic Building Seismic Retrofit, City of Benicia
 Cancer Treatment Facility, City of Pleasant Hill
 New Tri-Plex Building, Los Altos

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2007 to present
 City of Oakland, Supervising Civil Engineer (Building Division), 2000 – 2006
 City of San Leandro, Plan Check Engineer, 1973 – 2000

Thomas Hemenway, SE, PE | Senior Plan Review Engineer

Education

B.S. Civil Engineering
Technology, Structural
Emphasis
Metropolitan State College,
Denver

Registration

Registered Structural
Engineer
California (#5348)

Registered Civil Engineer
California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural and Civil Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for a number of seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
- 140 Geary Street seismic retrofit, San Francisco, CA
- Amgen, Process Lab Building 99, Thousand Oaks, CA.
- Huntington Hotel, San Francisco, CA
- Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine , 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600 megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Resident Engineer for Calpine Pastoria Power Project, Bakersfield, CA.
- Responsible for structural design of high energy pipe supports and expediting subcontracts for Steam Extraction Soda Ash Mine and Refinery. American Soda, Parachute, CO.
- Produced Structural and Civil designs related to mining process facilities.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.
- Designed superstructure and foundation calculations of reinforced concrete, concrete masonry, steel and timber for Discount Tire Stores throughout Colorado.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2016 - Present
Owner, TjHemenway Design Consultant, 2014 to 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV, 2013
Owners Representative, Calpine, Russell City Energy Center, 2011 – 2012
Lead Structural Engineer, Aker Kvaerner, 2002 – 2003
Resident Engineer, Kvaerner, 2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals, 1998 – 2000
Senior Structural Engineer, Kvaerner Metals, 1997
Civil/Structural Lead Engineer, The Bentley Company, 1995 – 1996
Senior Engineer, Davy International, 1993 – 1994
Design Engineer, Roberts and Schaefer, Inc., 1990 – 1993
Field Engineer, Chen Northern, Inc., 1989
Project Manager - TCM Consultants Inc., 1985 – 1988
Staff Engineer - Engineering and Testing Consultants, Inc., 1985
Sales Engineer- Wholesale Building Systems, Inc., 1984 – 1985
Draftsman- Richard C. Lubischer and Associates, 1981 – 1984

William Vaughn, SE, PE | Senior Plan Review Engineer

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Education

Bachelor of Science, Structural Engineering, Masters-level Course Work in Structural Engineering, Portland State University, Portland, Oregon

Bachelor of Arts, Economics, Course Work in Business Administration and Industrial Engineering, State University of New York, Buffalo, New York

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Structural Engineers Association of California (SEAOC)

International Code Council (ICC)

East Bay Chapter of ICC

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New \$800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Seismic Design

- Buildings 310 and 560 Seismic Retrofit, Stanford University, Palo Alto, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- San Mateo Transit Center, San Mateo, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Seismic Investigation

- State Farm Insurance Claims, Loma Prieta and Northridge Earthquakes, CA
- Allstate Independent Readjustment Program (for Los Angeles Superior Court), Northridge, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer, 2011 – Present

Vaughn Engineering, Principal Structural Engineer, 1994 - 2011

David L. Messinger & Associates, Civil & Structural Engineer, 1990 -1994

Alan R. Horeis Structural Engineers, Civil Engineer, 1987 -1990

William B. Vaughn, P.E., 1986 -1987

Integrated Design Services, Structural Design Engineer, 1983 -1986

Vaughn Construction, General Contractor, 1973 -1981

Oregon State Highway Bridge Division, Engineering Tech, 1971 -1973

Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing of shop drawings, design of connections, and on site field review.

Education

Bachelor of Science,
Civil Engineering, Clarkson
University, Potsdam, New
York, 1976

Registration

Registered Structural
Engineer, California

Registered Civil Engineer
California

Professional Affiliations

Structural Engineers
Association of Northern
California (SEAONC)

FEMA Structural Specialist,
for Urban Search and
Rescue, Task Force 7,
Sacramento, CA.

California Office of
Emergency Services
Volunteer for post
earthquake building review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Raven Industries, various sites in California. Seismic anchorage design for Fiberglass and polyethylene tanks.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil fired power plant.
- Jones-Laughlin Steel Co., New York. Iron ore conveyor support system.
- Newton Winery, Napa, CA. Design of new Fermentation and Bottling Buildings.
- IBM, San Jose, CA. Equipment bracing at a Manufacturing facility.
- Newburg-Beacon Bridge, New York. Bridge caisson design.

Commercial

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- SONY/Metreon entertainment building, San Francisco. Consultant to primary structural engineer for new entertainment complex.
- GTE Mobilnet. Engineering for 18 Cellular sites in Northern California.
- San Francisco Chocolate Company, Richmond, CA. Design of a new chocolate facility within an existing warehouse.

Government, Civic

- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.
- Guide Dogs for the Blind, San Rafael, CA. New office, visitor center, administration buildings and partial remodel of 5 kennels.
- Salvation Army Family Center, San Francisco, CA. Upgrade of a structure, which had hollow clay tile bearing walls.

Education, Assembly

- Windsor Middle School, Windsor, CA. New \$11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.

- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Continuation High School, Mendocino, CA. A new multipurpose/classroom building.
- Aromas-San Juan Bautista High School, San Juan Bautista, CA. Multi-phased development of a new High School Campus.
- Cedars of Marin, Ross, CA. Complete campus remodel of 3 buildings including new 4 story administration and dormitory building.
- New Regional Occupations Program Tech Center, Mendocino, CA. New facility for Drafting, Business, Computer, and Video classrooms.
- Marin Country Day School, Corte Madera, CA. Evaluation and seismic upgrade of entire campus, which consisted of approximately 15 structures.
- Marin Country Day School, Corte Madera, CA. Design of a new Performing Arts Center, and campus upgrade. Numerous renovations, upgrades, and remodeling, of structures ranging from one to eight stories.

Healthcare

- Kaiser Hospital Service Building, Walnut Creek, CA. New two story support facility for a hospital.
- King Khalid Military City, Saudi Arabia. Interstitial ceilings for support of mechanical equipment at a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA, 2009 - Present
 Structural Engineers Collaborative, San Francisco, CA, 1986—Present
 Culley Associates, San Francisco, CA, 1980—1986
 H. J. Degenkolb & Associates, San Francisco, CA, 1978-1980
 Cives Steel Corporation, Gouverneur, New York, 1976—1978

Keith Ma, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
University of California
Berkeley

Registration

Registered Structural
Engineer California
(#S5065)

Registered Civil Engineer
California (#C64767)

Keith Ma has over 15 years of diverse structural/civil engineering experience on commercial, residential, and industrial project types. Keith possesses strong code review and structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, ETABS, RISA 3D, AutoCAD, Eneccalc, PCA, and SAFE structural engineering software packages. His experience includes providing onsite plan review support to the Cities of San Mateo, San Leandro, and Concord.

Project Experience

Plan Review Engineer - TRB + Associates, San Ramon, CA, 2012 - present

Provides combination plan review support on residential, commercial, and industrial project types.

Senior Lead Structural Engineer (Consultant) - AEPC Group and Semco Consultants 2010 - present

Specialized in heavy industrial design. Select projects included: Tesla Motors Stamping Press Plant Modification in Fremont, K2 Pure Solution Chemical Processing Plant in Pittsburg, Substation Seismic Retrofit at Cal Poly, Lockheed Martin in Sunnyvale, Sandia National Laboratories in Livermore.

Structural Engineer – Fulcrum Structural Engineering, San Francisco, CA, 2009 - 2009

Specialized in high-end residential and commercial projects in Bay Area.

Project Manager - BORM Associates, Inc., Pleasanton, CA, 2007 - 2008

Specialized in managing projects in post-tensioning and regular reinforced concrete structures. Developed company design procedure and standard structural details for post-tensioning podium and parking structures.

Project Manager - TEAC Structural Engineering, San Ramon, CA, 2005 - 2007

Specialized in managing commercial projects for the company. Managed and allocated staff for site related activities. Managed the company standard structural details for residential projects.

Project Engineer - Holmes Culley (former Culley Associates), San Francisco, CA, 2000 - 2005

Worked on diverse array of project types. Select projects included: The award winning seismic rehabilitation of the historical Four Season Biltmore Hotel in Santa Barbara, UMB seismic upgrade at 400 Sutter Street, concrete mix-used building seismic upgrade at 838 Market Street, Fisherman's Wharf substructure repair and strengthening, Pier 1.5, 3 & 5 substructure repair and seismic strengthening for rehabilitation, failure investigation of an aluminum pedestrian bridge in the SF Port, Michael Moritz residence remodeling and seismic upgrade.

Junior Project Engineer - H.J. Brunnier, San Francisco, CA, 1999 - 2000

Site Engineer - Paul Y. Construction Company, Ltd., Hong Kong, 1997 - 1999

Yixia (Isha) Liu, PE | Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Wuhan University, China

M.S. Structural Engineering
San Jose State University

Registration

Registered Civil Engineer
California (C76770)

Isha Liu is a registered Civil Engineer with over 8 years of experience in structural plan review, engineering analysis, design, and construction administration. Her experience encompasses public and private projects, including school, hospital, office, retail, and residential buildings. She has relevant design experience in all construction materials including concrete, steel, masonry, wood, and light gauge metal.

Project Experience

Plan Review Engineer - TRB + Associates, San Ramon, CA, 2015 to present

- Provides combination plan review support on residential, commercial, and industrial project types.

Consulting Engineer, 2011- 2015

- Provided structural engineering service to various organizations encompassing structural design and analysis, preparation of construction documents, conducting site surveys, and client representation at stakeholder meetings.

Thornton Tomasetti / Dasse Design, San Francisco, CA, 2008 – 2010

Design Engineer

- Worked with project managers/senior project engineers and provide structural calculations and detail sketches as required
- Worked on DSA and OSHPD plan check comments and communicate with plan checkers to get approval in a timely and accurate manner
- Performed structural modeling and analysis for structural integrity and compliance with applicable construction codes as well as site visit/observations
- Conduct seismic evaluation of existing buildings per ASCE 31-03, CBC Administration Code

Cornerstone Structural Engineering Group, San Francisco, CA, 2007 - 2008

Assistant Engineer

- Prepared structural analysis and calculations for wood frame residential, school and commercial buildings with flexible diaphragm or rigid diaphragm assumptions; provide structural calculation to support the detail design.
- Provided seismic evaluation and upgrade for existing light frame, masonry and tilt-up buildings.
- Designed framing and connections of steel braced frame structures.
- Designed retaining walls, piles and prepare structural plans using the "Caltrans Temporary Shoring System" method.

Milpitas City Hall, Building & Safety Division, Milpitas, CA, 2006

Internship

- Assisted in processing building permit applications
- Prepared construction plans and documents for construction permit processing
- Plan checked residential and commercial buildings

Martin Price, Architect, LEED AP, CASp | Sr. Plan Review Architect

Martin Price is a licensed architect, certified building official, and certified fire marshal with over 30 years' experience in architecture, structural engineering, and plan review (structural, non-structural, and fire review) with government agencies and private consulting firms. His plan review experience spans the past 16 years, prior to which Martin performed architectural and structural design on a variety of residential and commercial project types. His experience includes working as a plan check engineer and technical supervisor for fire plan review for the City of Santa Rosa.

Education

Bachelor of Science
Architecture
The University of Michigan-
Ann Arbor
3rd in Class

B.A. Management
Sonoma State University

Registration

Licensed Architect
California (#C-18904)

LEED Accredited
Professional

**Council of American Building
Officials**

Certified Building Official

International Code Council

Master Code Professional
Certified Fire Marshal
Building Plans Examiner
Building Inspector
Electrical Inspector
Mechanical Inspector
Plumbing Inspector
Accessibility Inspector/Plans
Examiner ICC/ANSI A117.1
Residential Energy Plans
Examiner/Inspector – 2000
IECC

California State Fire Marshal

Fire Prevention 1B – Fire
Prevention Practices UFC
Fire Prevention 3A –
Hydraulic Sprinkler
Calculations
Fire Prevention 3B – Plan
Review: UBC, UFC

*additional certs on file

Select Project Experience

Building Codes Plan Review

Research Facilities

Buck Center, 4th Floor Laboratory, 5,750 sq. ft., Novato, CA
Varian, 1 story, 43,702 sq. ft., Walnut Creek, CA

Residential

Ritz Carlton, Napa, CA
Residential: 4 stories, 11 buildings, 467,319 sq. ft.
Subterranean Parking: 1 story, 213,443 sq. ft.
Whole Foods, 6 stories, 419,736 sq. ft. mixed-use, Novato, CA
Spring Lake Village, Santa Rosa, CA
Village Center, 1 story, 43,435 sq. ft.
West Parcel, 3 stories, 27,009 sq. ft.
Fitness/Auditorium, 2 stories, 24,000 sq. ft.
Soledad Housing Authority, Soledad, CA
Benito & First Streets, 26 buildings, 143 units, 195,519 sq. ft.
Monterey & First Streets, 8 buildings, 2 stories, 67,793 sq. ft.
Napa Gateway Hotel, 3 stories, 85,506 sq. ft., Napa County, CA

Educational

Sonoma Academy (private high school), 2 stories, 99,000 sf, Santa Rosa, CA

Institutional

Tamalpais Retirement Center, \$1.7M alteration, Larkspur, CA
Spring Lake Village - Buildings K & L, 2 stories, 38,019 sf, Santa Rosa, CA

Religious Buildings

547 Mendocino Avenue, \$1.2M, 2 stories, 40,000 sq. ft., Santa Rosa, CA
Seventh Day Adventist Church Remodel, 840 Sonoma Ave, Santa Rosa, CA
Clear Lake Baptist Church, 1 story, 3,500 sq. ft., Lakeport, CA

Government/Civic

Arcata/Eureka Airport Expansion, 1 story addition, 35,665 sf, Humboldt County, CA
Riverside County Sheriff's Department Aviation Facility, Riverside, CA
Transit Operations Building, \$2.5M, 1 story, 8,660 sq. ft., Santa Rosa, CA

Industrial

Wine Storage Warehouse Phase II, 2 stories, 73,819 sf, Napa County, CA
Made in Napa Warehouse, 2 stories, 76,130 sq. ft., Napa County, CA

Commercial Buildings

The Marketplace, 8381 Gravenstein Highway, 48,513 sq. ft., Cotati, CA
 Safeway Remodel, 1026 Hunt Street, 1 story, 31,300 sq. ft., St. Helena, CA
 Exchange Bank, 1 story, 7,000 sq. ft., Santa Rosa, CA
 Walgreen Drug Store, 1 story, 20,000 sq. ft., Cotati, CA

Hospitality Buildings

Carneros Spa Expansion, 10,758 sf, Napa County, CA
 Hotel L'Auberge, 4 stories, Sausalito, CA

Office Buildings

Skywalker Ranch, Contra Costa County, CA
 Brook House Screening Room and Production Studio
 Stable House Screening Room
 Napa Gateway Office Building, 2 stories, 9,920 sq. ft., Novato, CA
 South Office Building, 5 stories, Beaverton, OR

Fire Code Plan Review

Kaiser Medical Office Building, 2 stories, 91,159 sq. ft., Santa Rosa, CA
 Kohl's Department Store, 2 stories, 96,223 sq. ft., Santa Rosa, CA
 433 Riley Street, 10 stories, 50,000 sq. ft., Santa Rosa, CA
 620 Third Street, 10 stories, mixed-use, Santa Rosa, CA
 The Rises, 740 Third Street, 10 stories, 158,940 sq. ft., Santa Rosa, CA

NFPA 72 Fire Alarm Systems Plan Review

St. Helena Catholic Church, St. Helena, CA
 Keller's Market, 1320 Main Street, St. Helena, CA
 Charles Krug Winery, 4 buildings, St. Helena, CA
 3101 Brush Creek Road, R-2.2 RCFE, Santa Rosa, CA

NFPA 13, 13D and 13R Automatic Sprinkler Systems Plan Review

Carnegie Library, 3 stories, St. Helena, CA
 Dant Cottage, 1008 Charter Oak Avenue, St. Helena, CA
 Krug Winery, Storage Building, 2800 St. Helena Highway, St. Helena, CA
 Ace Hardware, 39168 Highway 299, Humboldt Cnty, CA
 Steve's Hardware, 1370 Main Street, St. Helena, CA
 Casitas De Larkspur, 220 & 240 Lower Via Casitas, Larkspur, CA
 Smith Residence, 1230 Oakwood Lane, St. Helena, CA
 Coast Central Credit Union, 2 stories, McKinleyville, CA

Work Experience

TRB and Associates, Building and Fire Code Consultant, 2006-Present
 Fire Plan Review Supervisor, Santa Rosa Fire Department, 2004-2006
 Building Plan Check Engineer, Santa Rosa Building Department, 1998-2004
 Plan Check Engineer, The Phillips Group, 1994-1998
 Structural Draftsman, Dennis Fagent Associates, 1988-1994

Clarice Shephard, Architect | Plan Review Architect

Education

Master of Architecture, *with Distinction*
University of Michigan,
Ann Arbor, MI

Bachelor of Architecture
University of Arizona,
Tucson, AZ

Licenses/Certifications

Licensed Architect,
California (# C25918)

SAP / ATC 20 Certified

Clarice Shephard is a licensed Architect with over 20 years of architectural experience encompassing commercial, healthcare, education, and single & multifamily housing project types. Clarice possesses non-structural code compliance review skills and has a strong working knowledge of accessibility requirements, including Americans with Disabilities Act and Title 24 California Building Code standards.

Her experience includes serving as a project architect and project manager responsible for design and construction oversight elements on multiple projects in both public and private sector settings.

Select Project Experience

Plan Review

- Winter Park Apartments Fire Repair, Sacramento, CA
- De La Salle Academy, T.I., Concord, CA
- Coffee Company T.I., Walnut Creek, CA
- Restaurant T.I., Project Pi, Walnut Creek, CA
- Schools Financial Credit Union, Concord, CA
- Single Family Projects, Multiple Jurisdictions

Project Manager / Project Architect

- Park View Apartments: 288 unit Podium project with 4 levels of residential over 2 levels of parking, San Diego, CA
- The Venue at Saint Rose: 13 Podium buildings of five different building types (4 levels of residential over 1 level of parking and some retail), Las Vegas, NV
- One Steamboat Place: 85 unit resort style, mixed use high-rise project including parking structure. \$140 million project, Steamboat Springs, CO
- Peterson Middle School: Modernizations for Fire Alarm, & Science Shops; and new Library, Santa Clara Unified School District, CA
- Kaiser Permanente Medical Office Building: Accessibility Survey and Report, Stockton, CA
- Delta College: New Data Center, Stockton, CA
- Gavilan Community College: Social Science Building Modernization, Gilroy, CA
- Myogen Lab: Addition and remodel, Denver, CO
- Construction Administration on University Hospital Anschutz Inpatient Hospital, (\$96,000,000 construction project), Denver, CO
- Catholic Diocese of Stockton: Vietnamese Center, Lodi, CA
- Remodel project for Kaiser Permanente: Administration, education, pharmacy, offices and conference space, Modesto, CA

Work Experience

TRB + Associates, Inc., Plan Review Architect, 2014 - Present

BFGC / IBI Group, Architect, 2009 - 2012

RNL Design, Project Architect, 2006 - 2008

MCG Architecture, Project Manager, 2005 - 2006

H+L Architecture, Project Architect, 1999 - 2004

Derivi Castellanos Architects, Architect, 1996 - 1999

Jim Begley, F.P.E., LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2006

University of Maryland at College Park
B.S. in Fire Protection Engineering - 1996

Registration

Licensed Fire Protection Engineer:
California, Nevada, Arizona, 15 additional states

LEED Accredited Professional

Professional Affiliations:

National Fire Protection Association (NFPA)

Society of Fire Protection Engineers (SFPE)
Member grade

SPFE
Member of International Board of Directors

Jim Begley has almost 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TERPconsulting, 2010 to present
jba consulting engineers, 2005 to 2010
Schirmer Engineering Corporation , 2001 to 2005
Fire Protection unlimited, 1999 to 2001
Performance Design Technologies, 1997 to 1998
Nexus Technical Services Corporation, 1996 to 1997
Lockheed Martin Energy Systems, 1993 to 1996

Jess Villar, M.E. | Senior Plan Review Engineer**Education**

B.S. Mechanical Engineering, Feati University, Philippines

Building Inspection/Examiner, Chabot College, Hayward, CA

Refrigeration & A/C Technician, NRI, Washington, D.C.

Certifications

Registered Mechanical Engineer, State of California and Nevada

ICC/IRC Certified Building, Mechanical, Plumbing, Electrical, Combination Inspector (renewal pending)

ICC/IRC Certified Plans Examiner (renewal pending)

Certified California CHEERS Rater

Professional Affiliations

American Society of Mechanical Engineers

American Society of Heating and Refrigerating Engineers, Inc.

American Society of Plumbing Engineers

AIA Eastbay Instructor (1998 - 2007)

MEP review class for graduate architectural students preparing to take the California licensed Architects examination.

Jess Villar is a licensed professional engineer with over 25 years of code compliance experience which encompasses architectural, structural, M/E/P, energy, accessibility and life safety plan review and inspection tasks across a range of project types including residential, commercial, and industrial structures. Jess communicates and interacts effectively with City staff, the public, and contractors and developers. He is also adept at maintaining construction/building inspection files and logs and preparing reports and correspondence.

Project Experience

Responsibilities include reviewing plan documents including calculations, and specifications for code compliance to fire and life safety, accessibility, energy compliance, noise abatement, mechanical, plumbing, electrical & structural provisions. Project reviews encompassed HVAC systems, duct layouts, fire/smoke dampers, furnaces, ducts, chimneys, water heaters, environmental and product conveying ducts, smoke control system for high rise buildings, refrigeration piping and machinery rooms, DWV, gas, domestic water piping.

Also review mechanical, electrical, structural equipment and other closed systems (e.g. boilers, condensers, compressors, pumps, fans, diesel engines, HVAC, pressure vessel tanks, water storage tanks, toxic/hazardous tanks, exhaust stack, combustion turbine, generator, transformer, gas piping, ducts, cable trays, specifications, and installations) for gas-turbine, steam boiler & co-generation power plants.

Work Experience

TRB + Associates, Inc., 2010 - Present
West Coast Code Consultants, Inc., 2006 – 2009
Linhart Peterson Powers Associates, 1995 – 2006
City of Dublin, 1994 - 1995

Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science,
Mechanical Engineering,
Moscow Aeronautical
Institute, Russia

Registration/Certification

Registered Professional
Mechanical Engineer:
California, Hawaii, Nevada,
Texas, Colorado, Arizona

Certified Energy Manager
(CEM), State of California

LEED Accredited
Professional

Peter Kogan is a licensed mechanical engineer with over 25 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always assured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- HVAC Systems Modifications at Seton Medical Center, Daly City, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA
- Stockton Hospital and Developmental Center, HVAC Systems Modifications, Stockton, CA
- Renovation Projects at California Pacific Medical Center, San Francisco, CA
- New MRI Installation, Sutter Coast Hospital, Crescent City, CA
- New Radiology and PT/Cardio-Pulmonary Rooms, Sutter Coast Hospital, Crescent City, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.
- New Research Complex, Santa Clara, CA. Clean Room Laboratories comprising five RTC Labs for Memorex Corporation
- Renovation and New Building Addition for Robert Mondavi Winery, Oakville, CA

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.
- Westborough Court Condominium Complex, So. San Francisco, CA. New 84 Unit, 4 Building Condominium Complex
- New 9,000 sq.ft., Manini'Owali Residence, North Kona, HI

Commercial

- The Children's Place, New Retail Store, Ala Moana Center, Honolulu, HI
- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- New Computer Center Addition for International Revenue Service, Fresno, CA
- Renovation of 3-Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Monterey, CA
- New International Arrival Building, Oakland Airport, CA

Industrial

- Renovation and Addition to Race Street Fish & Poultry Plant, San Jose, CA

Work Experience

- TRB + Associates, Inc, 2008-Present
- Peter Kogan Associates, Owner, 1988-Present

Mike Elbanna, P.E. (Electrical) | Sr. Plan Review Engineer

Education

B.S. Electrical Engineering
San Francisco State
University

B.A. Physics
San Francisco State
University

Registration

Registered Electrical
Engineer
California (#EO12877)

Registered Electrical
Engineer Hawaii

Professional Affiliations

Member of the Institute of
Electrical and Electronics
Engineers, Inc. (IEEE).

Member of International
Association of Electrical
Inspectors (IAEI).

Mike Elbanna is a registered professional electrical engineer with over 30 years of experience in the design and plan review of electrical systems for commercial, light industrial, residential, medical, institutional, telecommunication and manufacturing projects.

His design, plan review, and inspection experience encompasses power systems, lighting and related control systems, fire alarm systems, data/communication structure conduits, Title 24 lighting documentation, and electrical service coordination with vesting power companies.

Select Project Experience

The Riverfront, Napa, CA: - New facility with 51 high end residential condominiums and an adjacent commercial office and retail building. I designed and supervised the design of Lighting, power and Fire Alarm systems. Power service was at 120/208V, 2500 A for residential and 277/480V, 3000 A for Commercial/retail spaces. Total construction cost is valued at \$70 Millions

125 Pine Street, San Francisco, CA: - New High Rise office Building (35 stories) in down town San Francisco. The scope is to design the Electrical System, Fire Alarm for the shell of the Building and follow up with site visits to monitor the status of construction and take the proper action. Electrical Service was 2-2000A at 277/480V.

388 Market Street, San Francisco, CA: - New High Rise Residential/Retail Building (18 stories) in down town San Francisco. The scope is to monitor the installation of Electrical Systems (including Fire Alarm) of the Building and to monitor the status of construction and take the proper action any corrections.

Sheraton Palace Hotel, San Francisco, CA: - Modernization: The project consisted of more than 600 guest rooms, two large kitchens, exhibit halls, computer rooms, etc. The electrical scope of work included the design of full engineering documents for Lighting, Dimming system, Power Distribution (normal & emergency), Fire Alarm, Life Safety, UPS, related specification documents and construction administration. I was also involved with construction administration meetings and field reports. The estimated cost for Electrical construction is \$12 million.

221 First Street Multifamily Residential, Benicia, CA
8 attached, separately parceled residential units with 10,000 sf of office space.

Black Stallion Wine, Napa, CA
Wine processing equipment, wine barrel storage warehouse, tasting rooms, kitchen, parking lot lighting and generator.

Electrical Plan Review

Description

Government / Civic

University of California Santa Cruz, Ranch View Terrace Housing
Physical Sciences Building (Electrical Inspection Only)
Marin Health Campus—Buildings A-E
Fire Station Remodel & Addition (12,000 s.f)

Location

Santa Cruz, CA
Santa Cruz, CA
Marin Co., CA
Marin Co., CA

Commercial

Tilt-up Warehouse Buildings (2)	Sacramento, CA
Cancer Treatment Center (44,000 s.f.)	Pleasant Hill, CA
Major Office Remodel (Three 40,000 s.f. buildings)	Pleasant Hill, CA
Valico Fashion Park Cinema	Cupertino, CA
Whole Foods Market	Cupertino, CA
Satellite Dialysis Center TI	Cupertino, CA

Residential

16-Unit Multifamily Residential	Cupertino, CA
Sherry Ave Single Family Home	Palo Alto, CA
Warmington Multifamily (over 40 units)	Palo Alto, CA

Industrial and Power Plant Cogeneration Facilities

Stockton Food Distribution Center	Stockton, CA
Valero Annual Permit (Plan review and Inspection)	Benicia, CA

Miscellaneous Design Review:

Drawings Review – Review and check permitted drawings for Code compliance with California Electrical Code and California Energy Efficiency Standards. Type of projects included residential, commercial, multi residential, office buildings, cell sites, light industries, etc. The number of projects exceeded 300 projects.

James Johnson, P.E. (Electrical), QCxP | Senior Plan Review Engineer

Registration/Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member, Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach, El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 25 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally-adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, Powerpoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

- Senior Plan Review Engineer, TRB + Associates, Inc., 2014 to Present
- Certified Electrical Plan Reviewer, City and County of Honolulu, 2013 to Present
- Senior Electrical Engineer/Project Manager, Moss Engineering, 2005 – 2013
- Office Manager, Senior Electrical Engineer, Tower Engineering, 2000 – 2005
- Senior Project Engineer/Manager, Applied Engineering, 1995 – 2000
- Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI, 1995 – 2000
- Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI, 1985 – 1995

Terry Brown | Plans Examiner - Electrical & Fire Alarm

Terry Brown is an ICC certified electrical plans examiner and inspector with over 20 years of experience encompassing engineering design, plan review, inspection, and building permit administration. His building department experience includes serving as Assistant Electrical Engineer for the City of Sacramento providing extensive Fire Alarm and Electrical plan reviews on a variety of project types including high-rises, restaurants, tenant improvements, and mixed-occupancy buildings.

Education

Bachelor of Science
Electrical Engineering
California State University
Sacramento

Registration

ICC Certified Electrical
Plans Examiner (#5262060-
E3)

ICC Certified Electrical
Inspector
(#5262060-E2)

Select Project Experience**Electrical/Fire Alarm Plan Review****Government / Civic**

Social Security Office T.I., Sacramento, CA
Opus Baseball Complex, Sacramento, CA

Commercial

New Medical Research Facility, Walnut Creek, CA
Natomas East High-Rise, Sacramento, CA
Major Office Remodel (40,000 square feet), Pleasant Hill, CA

Residential

Saka Residence (30,000 square feet), Sacramento, CA

Industrial and Power Plant Cogeneration Facilities

SPG Solar Depot, Sacramento, CA
Tracy Water Treatment Plant, Tracy, CA
Raging Wire Substation, Sacramento, CA
Lodi Energy Center Project (Combined Cycle Power Plant), Lodi, CA
Russell City Energy Center Project, Hayward, CA
Almond 2 Power Plant, Ceres, CA

Hydraulic Engineering Design

Control systems for hydraulic elevators for JFK Airport, New York, NY
Split-Back Hydro project for Statue of Liberty, New York, NY

Work Experience

TRB + Associates, 2008 – Present
City of Sacramento, 2007-2008
Bureau Veritas North America, Inc., 2005-2006
Motion Control Engineering, 1998-2005

Daniel McLaughlin | Plan Review Engineer

Dan McLaughlin is an ICC Certified Plans Examiner and graduate engineer EIT with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and mixed use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

ICC Certified Plans Examiner

E.I.T. Certificate

Professional Affiliations

American Institute of Steel Construction

Work Experience

Plan Review Engineer, TRB + Associates, Inc. 2014 - Present

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects range from small residential to large apartment and office buildings
- Recently participated in structural review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in structural review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Have reviewed a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District 2011

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division 2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction 2011, 2013

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work.

Collection System Operation Laborer, Contra Costa County Sanitary District 2009, 2010

- Performed assigned duties on the hydro, rodding, construction and utilities location crews

Rate Structure

TRB+ Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Fire Plan Review, Building Inspection, Staff Augmentation and Other services (e.g. CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review.

Turnaround Timeframe (in business days)	Structural Only Review	Complete Review (Structural, Life Safety/Disabled Access, E/M/P, Green, Title 24 Energy)
Standard* - 10 days first check - 5 days rechecks	45%	65%
Expedited** - 5 to 7 days first check - 5 days rechecks	Standard fee plus an additional 35 percent	Standard fee plus an additional 35 percent

* For exceptionally large/complex projects, 15 day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review. See Proposal **Section E – Plan Check Turnaround Times** for additional information.

**Turnaround timeframe would be mutually agreed upon prior to commencement of work.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

TRB+ provides services on an hourly basis as noted in the hourly rate and reimbursables schedule included below:

<u>Position</u>	<u>Rate</u>
Principal	\$140.00
Project Manager	\$125.00
Building Official	\$125.00
Senior Plan Review Engineer/Architect	\$120.00
Senior Plans Examiner (Building & Fire)	\$115.00
Plan Review Engineer/Architect	\$110.00
Plans Examiner (Building & Fire)	\$ 90.00
Permit Technician	\$ 65.00
Clerical/Admin	\$ 45.00
Fire Protection Engineer	\$160.00
CASp Certified Inspector/Examiner	\$115.00
Supervising Inspector	\$ 95.00
Senior Inspector II	\$ 85.00
Senior Inspector I	\$ 80.00
Inspector II	\$ 75.00
Inspector I	\$ 70.00
Intern Inspector	\$ 45.00
Supervising Inspector	\$ 90.00
Intern Inspector	\$ 45.00
Emergency/After-Hours Inspections	Above rates plus 25%

Overtime is billed at the rates shown above plus an additional 25 percent (Note that no overtime will be charged without client authorization)

- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen (15) percent.
- Reimbursement for employee-owned vehicles used in connection with the work will be at the rate of \$0.60 per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule of Charges is valid through June 30, 2017 and may be adjusted thereafter.

Plan Check Turnaround Times

The following represents our typical plan review turnaround schedule. Please note that these timeframes may be modified to meet the City’s specific needs.

TYPE OF PROJECT	TURNAROUND TIME*		
	INITIAL CHECK (WORKDAYS)	RECHECK (WORKDAYS)	REVISION/PLAN CHANGE
<ul style="list-style-type: none"> Single Family Dwellings/ Additions/Remodels 	Within 10	Within 5	Within 5
<ul style="list-style-type: none"> Tenant Improvements Small/Medium Commercial/ Industrial Buildings 	Within 10	Within 5	Within 5
Complex Large Projects including: <ul style="list-style-type: none"> Large Multifamily Residential Buildings Large Commercial/ Industrial/ Mixed Use Buildings 	Within 15	Within 10	Within 10
Expedited (see note below)	Within 5 - 7	Within 5	Within 5

*Unless otherwise mutually agreed upon

Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review.

City of Concord

Building Division
1950 Parkside Drive
Concord, CA 94519

Contact:

Robert Woods, SE | Chief Building Official
Email: robert.woods@ci.concord.ca.us
Phone: (925) 671-3119
Dates of service: 2008 – present

Services Provided: Onsite Building Official, Plan Review, and Building & Multifamily Inspections

City of Los Altos

One North San Antonio Road
Los Altos, CA 94022

Contact:

Kirk Ballard | Chief Building Official
Email: Kirk.Ballard@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present

Services Provided: Plan Review and Inspection

City of Walnut Creek

Building Division
1666 N. Main Street
Walnut Creek, CA 94596

Contact:

Sharon Goei, P.E. | Chief Building Official (Prior, now at City of Santa Clara)
Email: SGoei@SantaClaraCA.gov
Phone: (408) 615-2404
Dates of service: 2007 – present

Services Provided: Plan Review, Onsite Permit Technician, and OSHPD-3 Inspection

City of Sacramento

Development Services Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Contact:

Winfred DeLeon, P.E. | Chief Building Official
Email: WDeleon@cityofsacramento.org Phone:
(916) 808-5475
Dates of service: 2007 – present

Services Provided: Offsite & Onsite Plan Review and Offsite Permit Technician Support

California Energy Commission

1516 Ninth Street, MS-2000
Sacramento, CA 95814-5512

Contact:

Dale Rundquist | Compliance Program Manager
Email: drundqui@energy.state.ca.us
Phone: (916) 651-2072
Dates of service: 2008 – present

Services Provided: Delegate Chief Building Official, Plan Review, and Inspection Services

City of San Mateo

Building Division
330 West 20th Avenue
San Mateo, CA 94403

Contact:

Stephen Lau, P.E. | Chief Building Official
Email: slau@cityofsanmateo.org
Phone: (650) 522-7180
Dates of service: 2013 – present

Services Provided: Onsite Plan Review

Acceptance of City Standard Consulting Services Agreement

TRB+ Associates, Inc. has reviewed the City's Standard Consulting Services Agreement, which was included as Exhibit A in the City's Request for Qualifications document. To confirm, our firm is able to meet the agreement requirements, including all of the noted insurance provisions.

A copy of our insurance certificate which outlines company coverage is included on the next page for reference.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Rate Structure

TRB+ Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Fire Plan Review, Building Inspection, Staff Augmentation and Other services (e.g. CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

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Plans Examiner (Building & Fire)	\$ 90.00
Permit Technician	\$ 65.00
Clerical/Admin	\$ 45.00
Fire Protection Engineer CAsp Certified	\$160.00
Inspector/Examiner	\$115.00
Supervising Inspector	\$ 95.00
Senior Inspector II	\$ 85.00
Senior Inspector I	\$ 80.00
Inspector II	\$ 75.00
Inspector I	\$ 70.00
Intern Inspector	\$ 45.00
Supervising Inspector	\$ 90.00
Intern Inspector	\$ 45.00
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- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule of Charges is valid through June 30, 2017 and may be adjusted thereafter.

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the active negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.