

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
INTERWEST CONSULTING GROUP INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 7th day of June, 2022 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and INTERWEST CONSULTING GROUP INC., a Colorado corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide inspections, plan review and staffing services as requested by the City, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibits “A” and “B” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City

Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence providing the services set forth in this Agreement on July 1, 2022 ("Service Commencement Date"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Service Commencement Date, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for

the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Interwest Consulting Group Inc.
P.O. Box 18330
Boulder, CO 80308
Tel: (619) 372-9962
Attn: Paul Meschino

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5604
Attn: Ziad Doudar

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DEPARTMENTAL APPROVAL:

Jennifer Le
Economic and Development Services
Director

Date: _____

Daniel Stefano
Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Code Enforcement Staffing Services:

Development Services Department

1. Provide the services of code enforcement officers to conduct field inspections to ensure compliance with appropriate codes, ordinances and regulations and to investigate complaints of possible code violations; prepare reports of conditions and notices of violations and similar notices; issue citations for violations of the Municipal Code.
 - a. Code Enforcement Officer
 - b. Senior/Supervisor Code Enforcement Officer
 - c. Chief/Manager of Code Enforcement
2. Assist the City in prosecution of violations, including preparing files for criminal and/or civil code complaints and providing court testimony.
3. Utilize City electronic and paper files to research previous and/or related permits.

Permit Technician Staffing Services:

Development Services Department

1. Provide the services of a permit technician to cover the Planning Department Building Services public counter, answer phone calls, and issue permits.
2. Maintain communications with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants.
3. Utilize City electronic and paper files to research previous and/or related permits.

Inspection Services:

Development Services Department (Building Division)

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
3. Provide the services of a Certified Accessibility Specialist (CAsp).
4. Recognize and require soil tests where evidence indicates soil instability.
5. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
6. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
7. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.

8. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
9. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
10. Inspect **public right-of-way structures** alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
11. Utilize City electronic and paper files to research related and/or previous cases.
12. Be available during an emergency or natural disaster to assist the City with inspection services.
13. Testify in court, if necessary.

Fire Department

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
3. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
4. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
5. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
6. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
7. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
8. Utilize City electronic and paper files to research related and/or previous cases.
9. Be available during an emergency or natural disaster to assist the City with inspection services.
10. Testify in court, if necessary.
11. Provide other duties as approved by the Fire Marshal

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format

(a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geo database or shape file format.

Plan Check Services (Information)

Standard Plan Review: Proposals shall indicate how standard plan review of plans assigned to Consultant by the City of Costa Mesa will be accomplished. Standard review shall be completed in a maximum of 10 calendar days from the date the City assigns the plan for review. For all Standard plan review the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Based on **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based on the attached Building Valuation Data Table. The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.

Expedited Plan Review: This process shall be employed when the applicant wishes to expedite the review of plan. Presently, applicants are allowed to negotiate timeframes and fees with any of the City's Consultants. The City of Costa Mesa is currently looking at modifying its existing procedures as follows:

The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. **The City collects 25% of the Plan Check fee and the Consultant shall charge the customer 100% of the Plan Check fee.** The Consultant shall complete its initial review in **half the time specified** by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. **The City reserves the right to modify the process of the collection of fees.**

Large Public Projects: The City reserves the right to ask consultants to bid on plan check documents for large public projects, such as, libraries, fire stations, etc. In such case, the City will solicit bids from its approved consultants and award the plan review to the lowest bidder.

Large Private Projects: If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

Plan Check Services

Development Services Department (Building Division)

1. Upon request of the City, consultant shall assign regular office hours to plan review positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, and California Electrical Code, amendments to these codes, and other applicable governmental codes and regulations.
 - a. 2019 California Residential Code
 - b. 2019 California Building Code Volume 1
 - c. 2019 California Building Code Volume 2
 - d. 2019 California Fire Code
 - e. 2019 California Mechanical Code
 - f. 2019 California Electrical Code
 - g. 2019 California Energy Code
 - h. 2019 California Plumbing Code
 - i. 2019 California Green Building Code
3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
4. E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
5. Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
6. Return plans to the City for the first check no later than City standards including re-submittals.
7. Turnaround timeframe for an expedited plan check is half the time of a regular plan check.
8. When requested, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
9. Route plans to various City departments via plan technicians or electronically; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
10. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants in a timely manner.
11. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
12. Manage the project schedule in accordance with City's adopted timeframes.
13. Utilize City electronic and paper files to research previous and/or related permits.
14. Be available during an emergency or natural disaster to assist the City with inspection services.
15. Document all time tracking according to City requirements and specifications in a clear, concise, timely manner.

Fire Department

Plans may be assigned to consultants for review in **one of two categories**:

1. Fire Protection System Plan Review:
 - a. Proposals shall indicate how standard plan review of plans referred to the consultant by the City will be accomplished. Standard review shall be completed in a **maximum of ten calendar days from the date the City assigns the plan for review**. For all standard plan reviews, the City charges the customer 40% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule**. The **proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed**. If plan review fee(s) for a larger project exceeds a reasonable plan review cost recovery based on the project review time, the City reserves the right to request that the review be completed at the hourly review rate rather than the standard calculation. An example of the fee breakdown is:
 - b. **Hood Suppression System** – Fee is \$360 + \$7 per nozzle. A system with 10 nozzles would be
 $\$360 + \$70 = \$430$. $\$430 \times 60\% = \258 in permit fees. $\$430 \times 40\% = \172 in plan review fees. The proposal shall include the percentage of the \$172 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
 - c. **New NFPA 13 Sprinkler System** – Fee is \$775 + \$7 per head. A system with 100 nozzles would be $\$775 + \$700 = \$1475$. $\$1475 \times 60\% = \885 in permit fees. $\$1,475 \times 40\% = \590 in plan review fees. The proposal shall include the percentage of the \$590 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
2. Fire and Life Safety Plan Review
 - a. Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.
 - b. **Expedited Plan Check**
 - i. This process shall be employed when an applicant wishes to expedite the review of plans. The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The city shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City. The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

ATTACHMENT 1
BUILDING PERMIT FEES

ATTACHMENT 1
BUILDING PERMIT FEES

TABLE 1A-A – BUILDING PERMIT FEES

	<i>NEW CONSTRUCTION</i> ^{1,3}		<i>ALTERATIONS</i> ^{1,2,3}		<i>NO PLANS</i> ^{1,2,3}
TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PERMIT ISSUANCE FEE
	<i>NEW CONSTRUCTION</i> ^{1,3}		<i>ALTERATIONS</i> ^{1,2,3}		<i>NO PLANS</i> ^{1,2,3}
TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

NOTES:

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

Editor's Notes:

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.

EXHIBIT B
CONSULTANT'S PROPOSAL



INTERWEST

A SAFEbuilt[®] COMPANY



CITY OF COSTA MESA

RFP #22-12 Proposal to Provide On-Call
Inspections, Plan Review, and Staffing
Services

March 31, 2022

SHELBY SIERACKI

Account Manager

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Appendix

Required Forms and Staff Resumes

March 31, 2022

City of Costa Mesa, Finance Department
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626



Subject: RFP #22-12 to Provide On-Call Inspections, Plan Review, and Staffing Services

We have appreciated the opportunity to serve the City of Costa Mesa since 2012, having provided On-Call Building Plan Review and Inspection, Traffic Engineering support, and Public Works support.

Interwest Consulting Group (Interwest) understands that the City of Costa Mesa’s Purchasing Department (City) is seeking a qualified firm to provide plan check, inspection, code enforcement, and permit technician staffing services. We stand ready and capable of providing the City with the full scope of requested services.

Interwest maintains the largest staff of building safety professionals in California. With a deep bench of more than 275 professionals dedicated to providing building safety services to our clients, our team of well-qualified staff is available to assist the City as needed to meet workload demands. We are proposing a highly qualified and appropriately licensed staff of structural, civil, mechanical, and electrical engineers, ICC certified plans examiners, CASp certified plans examiners and inspectors, and ICC certified inspectors. We also have additional staff specializing in providing complete Building Safety Services, such as building officials, permit technicians, and administrative staff, should the City need these services.

As Vice President of Operations of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. We propose **William Hayes, CBO, ICC**, as Project Manager for this engagement and the City’s day-to-day contact for any questions. William brings 14 years of building official, plan review, and building inspection experience. His progressive and extensive knowledge of the building industry translates to efficient and effective services for our clients. Our contact information has been provided below:

Paul Meschino // Vice President, Operations
619.372.9962 | pmeschino@interwestgrp.com

William Hayes, CBO, ICC // PM | Primary Contact
714.899.9039 | whayes@interwestgrp.com

Local Office: 1 Jenner | Suite 160 | Irvine, CA 92618 | Phone: 714.899.9039 | Fax: 714.899.9039

Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com. We appreciate the opportunity to present our proposal to the City of Costa Mesa and look forward to continuing to serve your community.

Respectfully Submitted,

Paul Meschino
Vice President of Operations

Section 2: Background and Project Summary

Project Understanding

Our staff understands what it takes to run a thriving municipal building and safety department. They are trained and fully capable of providing a wide range of inspection services to support the City of Costa Mesa. Proposed services include:

- Code Enforcement Staffing Service
- Permit Technician Staffing Services
- Inspection Services (for Development Services Dept., Fire Dept. and Public Services Dept.)
- Plan Check (for Development Services Dept. [Building Division], Fire Dept. and Public Services Dept. [Engineering and Transportation Division])

Services will be provided to support and supplement your existing staff. All staff will maintain a high level of customer service to the community, support the efficiency within the department and provide quick plan review turnaround times and thorough inspections.

Interwest Consulting Group has **20 years of experience** providing the building department services requested in the RFP. During this time, we have established a proven track record of providing high-quality and timely building safety and fire services to jurisdictions throughout California. Our team is comprised of highly experienced, customer-service-oriented professionals who have successfully served our client jurisdictions.

Additionally, our proposed team is familiar with the City of Costa Mesa's expectations and specific approach to providing the requested services, having provided continuous building plan check and inspection services to the City since 2016.

KEY OBJECTIVES

Our key objectives will be to provide the following:

- Staff with a customer service focus and thorough knowledge of building department policies and procedures and promoting cooperation and partnership with other City departments and outside agencies.
- International Code Council (ICC) Certified Building Inspectors and Code Enforcement Officers with broad experience in jurisdictional procedures and the highest commitment to customer service.
- Attend any required meetings related to field inspection of projects.
- Services in a cost-effective manner that remain within the City's budget constraints.
- Staff coverage is tailored and flexible, especially during peak workloads and staff absences.

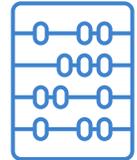
Section 3: Method of Approach

Implementation Plan

Interwest staff will provide plan check, inspection, code enforcement, and permit technician services as needed by the City. All staff will be assigned by our Primary Contact and Project Manager, William Hayes, CBO, ICC.

QUALITY CONTROL MEASURES

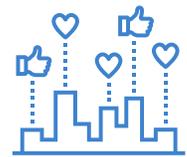
Our Project Manager will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.



Our personnel works collaboratively with consistent communication between staff members for advice, application of specific expertise, and any unique project or client knowledge. Meetings to coordinate and update all staff on current projects and phases of review are held weekly in addition to any special meetings needed to address new developments or issues. We use specific reporting methods for this procedure. We also use a custom database to compile all client and project information related to any services we perform. We also develop and maintain a jurisdiction file containing all pertinent client, project, and billing information accessible to project managers and assigned staff. Our technical and administrative staff is highly trained, attending seminars and educational conferences to keep current on up-to-date industry methods and information.

CUSTOMER SERVICE

Interwest emphasizes superior customer service to all of our employees. We take a unique approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings, or as needed to resolve complex code-related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.



Interwest's engineers, architects, plans examiners, and inspectors understand the importance of providing superior customer service to applicants, contractors, and designers. Our philosophy is to provide our services professionally and in a courteous and collaborative manner. We encourage our staff to work as part of the project team to ensure successful project outcomes.

Our staff of engineers, plans examiners, and inspectors are available by phone or email to answer questions about our plan reviews. We are also available to meet with applicants and designers on a face-to-face basis as required to resolve plan review issues. We can work directly with applicants or by the City's preferred method of contact during the plan review process to resolve all code-related issues and provide complete and coordinated documents upon completion of the plan review process.

QUALITY ASSURANCE

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and “hands-on” knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City, tailoring our services and deployment of staff to match the allocated budget.



A crucial project control involves generating timely invoices tailored to City’s needs. We closely track all operations at each location, monitoring project timesheets, invoices, and project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned on time.

PLAN REVIEW TRACKING METHODS & BILLING PROCESS



Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment—to the delivery of the final, approved documents. Information such as project name, City’s project number, assigned plan reviewer(s), date documents were received, plan review cycle, and the completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during normal business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts, and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Approach to City’s Scope of Work

PLAN REVIEW SERVICES

All plan review services will be coordinated out of our Irvine office. All plans examination services will be performed by a licensed Civil, Structural, Mechanical, Electrical, or Fire

Protection Engineer, Architect, Professional Land Surveyor, Certified Accessibility Specialist (CAsp), and/or an ICC Certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for on- or off-site structural plan review services and non-structural plan review services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff will work with project applicants collaboratively and professionally to quickly identify and resolve violations of codes, standards, or local ordinances. They will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

TECHNICAL CAPABILITIES IN PLAN CHECK AREAS

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. All plans examiners are licensed engineers, architects, and/or ICC Certified Plans Examiners with extensive experience providing plan review services. All plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested.

Architectural

Interwest's non-structural plans examiners furnish plan review services for many projects, including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CAsp certified. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

Structural

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum

Our engineers have designed or reviewed a wide array of lateral force resisting systems, including:

- ➔ Steel Moment Frames
- ➔ Buckling Restrained Braced Frames
- ➔ Eccentric Braced Frames
- ➔ Concentric Braced Frames
- ➔ Concrete Moment Frames
- ➔ Wood Shearwall Systems
- ➔ Masonry Shearwall Systems
- ➔ Concrete Shearwall Systems
- ➔ Cantilevered Column Systems
- ➔ Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with the provisions of most model codes, including, but not limited to, current versions of:

- ➔ CCR Title 24, Part 2, Volume 2
- ➔ International Building Code (IBC)
- ➔ AISC 341, 358 and 360
- ➔ ASCE 7
- ➔ ASCE 41
- ➔ AISI Standards for Cold-Formed Steel
- ➔ ANSI / AF&PA NDS for wood framing
- ➔ ACI 318
- ➔ ACI 530 / TMS 402/602
- ➔ CA Historic Building Codes
- ➔ CA Existing Building Codes
- ➔ NEHRP Requirements for Existing Building

Mechanical, Plumbing & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy, and Green Building Standards Codes:

- ➔ California Building Code
- ➔ California Residential Code
- ➔ California Plumbing Code
- ➔ California Mechanical Code
- ➔ California Electrical Code
- ➔ Jurisdiction-adopted amendments/ordinance

Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements related to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

Green Building Standards

Our staff is familiar with incorporating CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in developing various "green" standards for superadobe, rammed earth, and straw bale construction, to name a few.

LEED

Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations, and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types, commercial as well as residential, and measures how well a building performs across many sustainability metrics, including energy savings, water efficiency, CO₂ emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

Access Compliance – CASp Review and ADA Evaluation

All of Interwest’s CASp-Certified professionals know state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can seamlessly perform building department services by customizing our services to correspond with our client’s expectations and needs. We work collaboratively with our clients to resolve plan review and inspection-related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.



Our architects and plans examiners are thoroughly trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan and successfully partner with the disabled community to address the needs and requirements of both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law interpretation, hardship, and code/law changes.

Flood Zones

Interwest’s engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest’s staff has provided numerous plan reviews for projects located in flood zones using FEMA’s Technical Bulletins and the local jurisdiction’s ordinances. In addition, members of Interwest’s staff have participated in state-sponsored committees to establish guidelines and construction regulations in areas designated as flood zones.

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements in the California Building Code. We also employ an OSHPD certified inspector who has recently provided inspection services on behalf of our clients for hemodialysis, outpatient surgery, hyperbolic chamber, and general medical clinics.

Fire Code Plan Review

We have a complete staff of experienced and licensed professional fire protection engineers and ICC fire plans examiners and inspectors for your fire life safety needs. Our Fire Plans Examiners and Inspectors are well versed in the use and application of the following codes, standards, and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Association Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- California Code of Regulations (CCR), Title 19

Interwest staff are active with California Fire Prevention Officer's Association and local chapters of Building Officials Organizations throughout the State of California.

Civil and Grading Plan Review

Interwest staff use their extensive experience working with local government and their expansive network of relationships with local agencies, public utilities, and regional Councils of Government (COGs) to develop numerous checklists and plan-check process documents for client agencies to assist both our plan check engineers and developer's consultants in the plan submission and review process. Examples include:



- Grading Certification and Compaction Report Review Checklist
- Grading Plan Preparation Checklist
- Grading Plans (Mass/Rough Grading) Checklist
- Improvement Plan Submittals Checklist
- Utility Plan Checklist
- Legal Documents Submittals Checklist
- Hydrology Report Checklist
- WQMP Review Checklist
- NPDES Construction Inspection Form
- Tentative and Final Map Checklists

Interwest staff also use internal review checklists developed in Microsoft Excel for plan review of: Maps, Mass Grading, Rough Grading, Precise Grading, Draining and Hydrology, Storm Drains, Water Quality Basins, Street improvements, Sewer and Water, Signing and Striping.

CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Chief Building Official, City Fire Marshal, and/or City-designated staff. Interwest’s engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make informed decisions. All plan review comments are subject to review and approval by the City Building Department.

TRANSPORTING PLANS

Although most of our clients have transitioned to electronic plan review, if the City allows/receives paper submittals, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

DIGITAL PLAN REVIEW

Interwest currently provides electronic plan review services using Adobe PDF for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check for Costa Mesa.

More and more jurisdictions are seeing the benefits of electronic permit and plan check services, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and can work closely with the City on any electronic plan check software program used. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.



We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and goals regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several open market software applications and hosting sites available.

SPECIAL PROJECTS

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project-specific turnaround goals

and procedures with jurisdiction staff for these types of projects based on the complexity of the projects and the construction schedule.

Our staff of engineers and plans examiners will work with the City, applicants, and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest will furnish assigned personnel with all materials, resources, and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures, and forms.

COMMUNICATING PLAN REVIEW RESULTS

When not immediately approved, plan reviews will result in lists of comments referring to specific details and drawings and referencing applicable code sections. Interwest will provide the City with a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. After each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review and after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as “reviewed” to the City for final approval.

ON-SITE CONSULTANT SERVICES & MEETING ATTENDANCE

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

Interwest’s engineers and plans examiners will be available to meet with City staff, the design team, applicants, and contractors at the City’s request to discuss and resolve plan review and code-related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, emails, and faxes will be responded to as quickly as possible and always within 24 hours.

BUILDING INSPECTION SERVICES

Next-day building inspectors qualified to perform residential and commercial inspections can be made available as needed during normal business hours, Monday - Friday. Inspectors will also be flexible to assist outside of normal business hours by request and with advanced notice.



Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans and identify issues of non-

compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes may be frequently updated, so we will ensure that the projects we inspect are compliant with current code requirements. We will ensure compliance with Title 24 California Building Codes, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing, and historic buildings.

Interwest's ICC / CASp certified inspectors perform both building and fire inspection services for a variety of construction projects, including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections, including site inspections of projects to verify conformance with approved drawings and specifications. The inspections will include reviewing the permit documents to verify that on-site conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service at the completion of inspections.

We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All assigned inspection personnel will be ICC and / or CASp certified as required.

Inspector Qualifications & Certifications

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified. Inspection personnel assigned will be able to read, understand, and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing, and work effectively with contractors, the public, and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

Code Enforcement Services

Code enforcement violations add up quickly and become very costly if not corrected promptly. Violations can come in many forms, including substandard housing conditions, unsafe buildings, zoning/illegal land use, etc. We are specialists at identifying and correcting code violations to the exact specifications issued by local, state, and federal authorities with

authorization to impose a notice of violation. We have experience working with citizens and businesses to successfully address and resolve code enforcement-related issues.

Typical services include preparing abatement cases, testifying in public hearings and court proceedings on behalf of the City, serving as a resource, and providing information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions. Our code enforcement officers can perform a variety of technical duties in support of the City's code enforcement programs—monitoring and enforcing a variety of codes and ordinances, including:

- ➔ Zoning Codes
- ➔ Building Codes
- ➔ Public Nuisances
- ➔ Municipal Codes
- ➔ State Health and Safety Codes
- ➔ Housing

Permit Technician Services

Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction throughout the life of a project, whether engaging the homeowner, architect, developer, contractor, or other community members. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting are key elements to furnishing a first-rate, efficient, and memorable experience to your clients.

Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review, and inspection requirements. They will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans, and any other information required by the City. Résumés for proposed Building Permit Technicians will be presented to the Chief Building Official for approval and acceptance before providing services.

Services provided by the Building Permit Technician may include:

- ➔ Provide customer support and assistance at the permit center counter and over the phone.
- ➔ Assist the public in completing permit applications and other necessary forms.
- ➔ Determine permit, plan, and process requirements for permit applicants and notify the applicant when construction documents or permits are ready for pick up or issuance.
- ➔ Answer questions quickly and correctly directly from the public, from phone calls and emails.

- Receive, process and issue building permits and coordinate the plan review and inspection process, including tracking, routing, and storing plans.
- Review permits application and other pertinent information to verify accuracy and completeness of the information.
- Maintain a variety of public records and filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans, and other counter-related items.
- Verify that projects have obtained all necessary approvals before issuing permits, and ensure that valid contractor's license, works' compensation, and valid business license information are on-file with City.
- Review and approve less complicated non-structural plan checks over the counter.
- Create public informational documents, handouts explaining technical issues or requirements for permit issuance, if needed.
- Welcome and receive customers at the public services counter professionally and courteously.

Project Schedule

MAXIMUM PROPOSED TURNAROUND TIMES FOR BUILDING PLAN CHECK

We consistently complete 99% of our customers' plan review times on schedule statewide for commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multi-disciplinary reviews are typically performed in our offices, but we are available for on-site work when required, upon the City's request.

Type of Job	Maximum Turn Around Time	
	First Check	Re-Check
Residential		
New Construction	10 Business Days	5 Business Days
Addition	8 Business Days	5 Business Days
Remodel	8 Business Days	5 Business Days
Non-Residential		
New Construction	10 Business Days	5 Business Days
Addition	8 Business Days	5 Business Days
Remodel (T.I.)	8 Business Days	5 Business Days
Other		
Solar Photovoltaic Systems	3 Business Days	3 Business Days
	<i>First reviews for residential Solar Photovoltaic systems shall not exceed one hour for systems 15kW or less. Additional review shall be in ½ hour increments, and the City and Applicant will be notified with the estimated additional time necessary to re-review in the plan review letter.</i>	
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis	

Interwest can also accommodate special project plan review needs, such as fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

INSPECTION SCHEDULE

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with many jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed.

Specific Tasks Required by the City

Interwest does not anticipate the need for any City-provided resources, assistance, or other items for any work performed offsite. Should the City require on-site services, Interwest staff would require a basic workspace to conduct their work, e.g., desks, chairs, access to City computers, and basic office supplies. Interwest field staff will come fully equipped with all necessary hand tools, mobile phones, and vehicles.

Section 4: Qualifications of the Firm

STATEMENT OF QUALIFICATIONS AND INTEREST

With a staff of approximately 250 people in our Building and Safety Division, Interwest maintains the largest building and safety services staff in California.

Interwest Consulting Group has extensive experience and a proven track record of successfully providing complete building department services to public agencies. We currently serve 330 cities, counties, state agencies, districts, and private clients.

Interwest was founded by individuals with a passion for serving municipalities. Our company of more than 400 employees spans a variety of disciplines, roles, and job placements to municipalities within building safety and public works departments throughout California.

Providing building department services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. Interwest is comprised of licensed Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, ICC-certified, and highly qualified Plans Examiners and Inspectors, Certified Access Specialists (CASp), licensed



Principals
<p>Thomas Brackett, President and CEO Avner Alkhas, Chief Financial Officer Paul Meschino, VPO</p>
Signing Authority
<p>Paul Meschino Vice President of Operations 619.372.9962 pmeschino@interwestgrp.com</p>
Corporate Office
<p>444 N Cleveland Avenue, Loveland, CO 80537 714.899.9039</p>
Local Office
<p>1 Jenner, Suite 160, Irvine, CA 92618 714.899.9039 Opened in 2021</p>
C-Corporation
<p>Interwest Consulting Group is a fully owned subsidiary of SAFEbuilt, Inc, and is a Colorado Corporation, legally certified to conduct business in the State of California</p>

Architects, and other professionals specializing in providing complete building safety services to local government agencies.

BENEFITS TO THE CITY

What separates Interwest from other consulting firms is not *what we do*—but *how we do it*. Since many of our staff have worked directly for public agencies as senior-level plans examiners, inspectors, engineers, and executive management staff, we clearly understand the importance, challenges, and sometimes sensitive nature of municipal government work.

Having served in the capacity of the “owner,” Interwest staff values the importance of listening and understanding the issues and concerns of the community and special interest stakeholders. We value and appreciate the importance of developing and adhering to fair policies and processes to provide the consistency necessary to facilitate the provision of high-quality services. Interwest understands and values the importance of maintaining a focus on representing our public agency clients' interests in a manner that reflects positively on the agencies we serve. We believe our mission is to be stewards to achieve your desired outcomes and learn and understand your values and direction.

We believe our ability to recognize and focus on *what is important* is a crucial factor in selecting Interwest Consulting Group.

- Through our recent and ongoing experience successfully performing these services for the City and other California municipalities, we understand the work required by the City and are ready to meet all requirements outlined in the RFP.
- The team of professionals proposed to provide plan check and inspection services has the experience, competence, and professional qualifications necessary to successfully perform the work required by the City.
- We have a deep bench of more than 200 qualified staff in our Building Safety Services group, ready to provide supplemental services as needed to ensure that the City receives timely, professional service throughout the contract term.

HISTORY WITH COSTA MESA

Our local *familiarity with* the City of Costa Mesa comes from years of providing services to your community. Presently, **Interwest** provides Construction Support for the I-405 Improvement Project. Our working relationship *with* the City of Costa Mesa began several years ago when we provided on-call building support and traffic engineering services. We look forward to the opportunity to continue to cultivate our partnership *with* the City, its staff, and its community.

Interwest is intimately *familiar with* the City of Costa Mesa's local concerns, laws, regulations, and code adoptions. Interwest is mere minutes away in **Irvine** should the City ever require a staff member to be at City Hall. Our local expertise is also enhanced by

providing these same services to nearby cities of Newport Beach, Laguna Beach, Laguna Woods, Anaheim, and Yorba Linda.

CURRENT AND PREVIOUS CLIENTS

Interwest currently provides Building Safety Services to more than 200 California clients. Below, we list a sampling of Southern California clients to whom we currently provide building inspection services and other related services.

Client	Scope of Work	Client Since	Population
City of Anaheim	Plan Review, Inspection, Permit Technician	2015	351,043
City of Chino Hills	Building & Accessibility Plan Review & Inspection	2015	80,374
City of Corona	Building & Fire Plan Check & Inspection	2016	167,836
City of Costa Mesa	Interim Building Official, Plan Review & Inspection	2007	113,825
City of Eastvale	Building Official, Plan Review, Inspection, Permit Technician	2010	63,211
City of El Monte	Plan Review, Inspection, Permit Technician	2018	115,586
City of Garden Grove	Plan Review, Inspection	2017	172,646
City of Inglewood	Plan Review & Inspection through Tri-Party Agreements	2018	109,419
City of Irvine	Plan Review, Inspection, Permit Technician	2007	266,122
City of La Habra	Building Inspection	2019	62,183
City of Lake Elsinore	Building Official, Plan Review, Inspection, Permit Technician	2016	68,183
City of Lake Forest	Building Official, Plan Review, Inspection, Permit Technician	2009	84,294
City of Long Beach	Plan Review, Inspection	2009	470,130
City of Murrieta	Plan Review, Inspection	2013	113,326
City of Palmdale	Plan Review, Inspection	2018	156,667
City of Pomona	Building Official, Building and Grading Plan Review, Inspection, Permit Technician	2009	152,939
City of Rancho Palos Verdes	Plan Review, Inspection, Building Code Enforcement, Permit Technician	2017	41,928
City of Rosemead	Building Official, Plan Review, Inspection, Permit Technician, Front Counter Support	2017	54,554
City of Santa Clarita	Plan Review, Inspection	2014	210,888
City of Tustin	Plan Review, Inspection	2007	80,498

Client	Scope of Work	Client Since	Population
City of Upland	Building Official, Building & Fire Plan Review, Inspection, Permit Technician	2013	76,999
City of Vernon	Plan Review, Inspection	2011	114
City of Wildomar	Building Official, Plan Review, Inspection, Permit Technician	2008	36,932
City of Yorba Linda	Plan Review, Inspection	2010	68,229
County of Los Angeles	Building Inspection, Permit Technician	2010	10.16 Million
County of Riverside	Plan Review, Inspection	2015	2.423 Million

COMMUNITY INVOLVEMENT

Since its founding, Interwest has been committed to helping our client agencies achieve their visions and improve their communities. We enjoy sharing our time, talents, and resources with organizations and programs that help make a difference locally. For two decades, the Interwest team, as a company and as individuals, has been supporting communities through programs that include scholarship funds, giving back to local non-profits, and volunteerism.

Through our scholarship program, which we established in 2012, we have awarded hundreds of scholarships to students attending high schools in several of our client communities. Many past scholarship recipients go on to seek internships and jobs within their own communities in engineering or as civil servants. By investing in a community's youth, we believe that we are contributing to the future success and health of the community.

Additionally, Interwest has sponsored local events like the American Cancer Society Southwest Relay for Life and the Perris Health Fair. Interwest is committed to supporting our employees in helping to build strong and active communities, all while improving the quality of life and making a positive difference in where we live and work. Additional ways we continue to give back include:

COMMUNITY EVENTS: We are happy to assist with or make monetary contributions to community events (celebrations, parades, open houses, holiday-specific activities, etc.).

ANNUAL DINNER: Interwest welcomes the opportunity to meet with the executive leadership team and elected officials to provide an update on services received and to introduce new services and opportunities.

COMMUNITY RIDE-ALONGS: Ride-alongs focus on educating the executive leadership and/or elected officials on what inspectors look for in the field that impacts community safety, beautification, and compliance.

WORKSHOPS (FREE FOR CLIENTS): A variety of 2- and 4-hour workshops are available for clients wishing to host regional workshops. Our staff has also provided training sessions for new staff and updates to the code cycle.

HOMEOWNERS WORKSHOPS: Homeowners workshops are ideal ways to educate homeowners to better understand the right way to manage a construction project, such as building a deck, finishing a basement, etc.

COMMUNITY OPEN HOUSE: These are ideal opportunities to provide general information/discussions regarding the permit process and required inspections for the general public and showcase the client's willingness and desire to engage with the community.

PROJECT EXAMPLES AND REFERENCES

City of Costa Mesa
 BUILDING & SAFETY Services

Contact: Charles Chamoun, Chief Plans Examiner | 714.754.5614 | charles.chamoun@costamesaca.gov

Dates: 2007 - Present Address: 77 Fair Dr, Costa Mesa, CA 92626

Interwest has been assisting the City of Costa Mesa since 2007. Our staff provides thorough and timely plan review and building inspection services.

Costa Mesa Library: In the capacity of Interim Building Official, our staff managed plan review services for the new Costa Mesa Library and ensured all plan reviews were successfully completed. This unique public library project included a full remodel of the existing library building into community rooms along with the construction of a new state-of-the-art main library building.

South Coast Plaza Shopping Mall: Interwest continues to perform a variety of inspections on the City's expansive mall. The majority of these projects have been single-story Tenant Improvements for individual stores at a time, working quickly and thoroughly to minimize inconvenience to both business owners and the public. One of our most recent tenant improvement projects was performed for the mall's Chanel boutique.

High-rise Apartment Buildings: Our inspectors have provided inspection services for several TIs on many of the City's older model high-rise apartments near Segerstrom Hall, including the Fairfield development and various buildings along Town center Drive. There are 10-12 high-rise structures in constant TI mode, from small suites up to complete floor renovations at any time, up to 21 floors.

Orange County Museum of Modern Arts: This project is a 2-story mixed-use museum that totals 52,000 square feet with 25,000 square feet dedicated to exhibitions. The project includes 10,000 square feet of multipurpose, education, and performance space and 10,000 square feet of additional space for exhibitions in a possible expansion. The rooftop

terrace will be able to accommodate up to 1,000 people. Interwest is providing complete plan review services for this project on behalf of the City of Costa Mesa. Our staff has successfully completed the review of the 50% construction documents.

City of Anaheim
BUILDING & SAFETY Services

Contact: Alberto Pavia, Plan Review Manager | 714.765.4311 | apaiva@anaheim.net

Dates: 2017 - Present Address: 200 S Anaheim Blvd, Anaheim, CA 92805

From 2017 to present, Interwest has provided on-call plan check services for private development processing. Projects included a car wash facility, multiple-family residential developments, and retail/commercial development. Plan check services include traffic review, stormwater management, map checking, grading, and preparation of conditions of approval.

City of Lake Forest
BUILDING & SAFETY Services

Contact: Gayle Ackerman, Director of Community Development | 949.461.3460 | gackerman@lakeforestca.gov

Dates: 2009 - Present Address: 100 Civic Center Dr, Lake Forest, CA 92630

In April 2009, Interwest began providing turn-key building safety services to the City of Lake Forest [population 83,000]. Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building safety services since its incorporation in 1991. Interwest Consulting Group provides a team of on-site professionals that provide all building safety services—blending seamlessly with existing city staff. We provide a full-time building official, building plan reviewers, building inspectors, and a permit counter technician.

Staffing levels are adjusted based on changes in construction activity to ensure that (1) revenue plus expenditures are monitored to ensure that building safety activities are general fund neutral and (2) a high level of customer service is maintained. Interwest Consulting Group successfully transitioned services from the previous service provider and continues to provide Building Official, Building Plan Review, Building Inspection, Permit Technician, and Front Counter Support services.

Civic Center Campus: In April 2018, Interwest began providing complete turn-key building and safety services to the City of Lake Forest, particularly the Civic Center Campus. This 12.5-acre facility is the heart and social center of the Lake Forest community. The Civic Center Campus is comprised of the City Hall Building, Community Center, Council Chambers, Senior Center, and Parking Structure. The estimated cost of construction was approximately \$60 million. Although there was no formal RFP process, Interwest was

selected to provide all plan check and inspection services. Our team at Interwest consisted of on-site professionals who delivered complete plan checks, engineering services, inspections, and electrical services. Fred Marzara, who serves as CBO for Lake Forest, was directly involved in the plan review of the parking structure and the other four buildings.

One challenge our team faced during implementation was ensuring the secure placement of the building's solar panels. Upon inspection, it was discovered that high winds caused the solar panels to be pulled upward and out of place continuously. Our Interwest team quickly reviewed the issue with the building's architectural designers. After collaborating, they found a solution of adding extra pinpoint connectors to the 4 pinpoints the solar panels already had, securing them in place on all sides.

The City of Lake Forest was awarded CALBO's 2018-2019 Building Department of the Year Award, setting itself apart with excellent and responsive customer service. The City of Lake Forest Building Department has serviced over nine thousand walk-in customers, performed over twenty-four thousand inspections, and issued almost three thousand permits. To this day, the City of Lake Forest continues to accomplish many goals while maintaining excellent customer service and adding value to its communities.

City of Inglewood
BUILDING & SAFETY Services

Contact: Ali Pouraghabagher, MS, PE, Plan Check Engineer Supervisor | 310.412.5294 | apouraghabagher@cityofinglewood.org

Dates: 2018 - Present Address: 1 W Manchester Blvd, Inglewood, CA 90301

Hollywood Park Retail, Offices, and Associated Parking and NFL Headquarters Tenant Improvement: Interwest staff is performing inspection services for this proposed mixed-use development, including retail and office space with associated parking. The project consists of two phases encompassing a 28.5-acre site, 24 buildings of type 2B and Type 4 Construction, and a combined area of approximately 516,094 square feet. The project will include Occupancy Groups A-1, A-2, A-5, B, and M. NFL Media project consists of three tenant improvement projects: an improvement for two floors of an existing high-rise tower Type 1A construction consisting of approximately 100,000 s.f.; an improvement to a 52,400 s.f. existing two-story studio support facility of a type 1A construction and landscaping on an existing rooftop amenity deck and rooftop equipment; and an improvement to an existing 25,800 s.f. double-height studio facility with a new mezzanine consisting of Television Production Studios with and without live audiences of a type 1A construction. Interwest provided plan review services including Architectural, Structural, Mechanical, Plumbing, Electrical, Energy, Fire & Life Safety, Accessibility, On-site Civil including underground utilities, surface features, shoring designs, and Geotechnical report review.

The proposed MU-4 office and parking structure project consists of a 7-story high-rise tower with a partial basement connected to a two-story studio support facility and an adjacent

studio structure. The tower includes 395,000 square feet of shell space for a planned Group B Occupancy; the studio support facility is 36,000 square feet that is primarily Group B Occupancy; and the studio structure is 22,000 square feet of Group F-1 occupancy. All three components will be considered a single building of Type 1B construction for the purpose of allowable height and area, life-safety system, and energy compliance. The tower and studio support facility will be designed for Risk Category 3 per 2016 CBC Table 1604.5; the studio will be structurally separated to allow it to be designed for risk category 2. The office building will be constructed as a shell building with built-out elevator lobbies.

The associated parking structure is approximately 320,000 square feet, four levels, and 953 stalls, which will be Occupancy Group S-2 and will be constructed of Type 2B construction and surface parking areas. The project also includes site development with landscaping, drop off, loading zones, and access drives to a seven-story, approximately 550,000 square feet parking structure to accommodate approximately 1,650 parking spaces. The parking structure will be type 1A construction with separated Group S-2 and H-2 occupancies. All buildings will be fully equipped with fire sprinklers.

Section 5: Key Personnel

The Interwest personnel assigned to serve the City of Costa Mesa are highly qualified and experienced in providing building safety services to California municipal clients. Our proposed team is dedicated to providing complete Building Inspection support services. In this section, we have included a list of staff and their area of responsibility. Due to the RFP's page limit restrictions, we have only provided resumes of our key personnel. Interwest is happy to provide the detailed résumés of our proposed staff at the City's request or during contract negotiations.

LEADERSHIP	LICENSE/CERTIFICATES	LICENSE/CERT.#
William Hayes, CBO, ICC Project Manager	ICC Certified Building Official	8230972
	ICC Certified Commercial Building Inspector	8230972
	ICC Certified Residential Building Inspector	8230972
	ICC Certified Combination Inspector	8230972
	ICC Certified Residential Mechanical Inspector	8230972
	ICC Certified Residential Plumbing Inspector	8230972
	ICC Certified Property Maintenance and Housing Inspector	8230972
BUILDING PLAN CHECK		
Sal Kaddorah, PE, ICC Building Plan Checker	CA Registered Professional Civil Engineer	C43757
Chandra Desai, PE, ICC Building Plan Checker	NV Registered Professional Civil Engineer	20795
Bill Tewfik, PE, CBO, CASp Building Plan Checker / Accessibility	CA Registered Professional Civil Engineer	C47213
	ICC Building Plans Examiner	5123683
	CA Registered Professional Civil Engineer	C50505
	Certified Access Specialist	CASp-367
	ICC Certified Building Official	863979
	ICC Building Code Specialist	863979

	ICC Building Plans Examiner	863979
	ICC Building Inspector	863979
Elena Hartsough, SE Building Plan Checker / Structural	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C67675 S5538
John Weninger, SE Building Plan Checker / Structural	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C43746 S3740
Charles Nganga, SE, ICC Building Plan Checker / Structural	CA Registered Professional Civil Engineer ICC Residential Plans Examiner	C85710 8325618
Denise Reese, CBO, ICC Building Plan Checker	International Code Council ICC California Building Plans Examiner ICC Certified Building Official ICC CALGreen Inspector ICC Permit Technician ICC Permit Specialist	8096275
Hossein Afrouzeh, ME, EE Building Plan Checker / Electrical & Mechanical	CA Registered Professional Mechanical Engineer CA Registered Professional Electrical Engineer	M27117 E11588
Randy Brumley, ME Building Plan Checker / Mechanical	CA Professional Mechanical Engineer ICC Certified Mechanical Plans Examiner	M37959 8884128
Jingpei Zhang, EE Building Plan Check / Electrical	CA Registered Professional Electrical Engineer	EE16243
Bill Miller, CASp, CBO, ICC Building Plan Checker / Accessibility	Certified Access Specialist Council of American Building Official, CBO ICBO/IAPMO Plumbing Inspector ICBO/IAPMO Mechanical Inspector ACE III-Initial Disaster Housing Inspector California State Energy Auditor International Code Council ICC Certified Building Official ICC Residential Combination Inspector ICC Building Inspector ICC Plumbing Inspector ICC Accessibility Inspector/Plans Examiner ICC Building Plans Examiner ICC Mechanical Inspector UMC ICC Mechanical Inspector ICC Combination Dwelling Inspector – Uniform Codes ICC Plumbing Inspector UPC ICC Building Code Specialist	CASp-087 2171 34090 51131 2121 3134 0819718
Annette Mayfield, CASp, ICC Building Plan Checker / Accessibility	Engineer-in-Training Certified Access Specialist ICC Building Plans Examiner ICC CA Building Plans Examiner	EIT-130173 CASp-538 8018477 8018477
Augie Cerdan, FPE Building Plan Checker / Fire	CA Registered Professional Fire Protection Engineer	FP1579
BUILDING INSPECTION		

Richard Ortiz, ICC Building Inspector	ICC Certified Building Inspector	5104555
Michael Duncan, ICC Building Inspector	ICC Residential Mechanical Inspector	8344074
	ICC Residential Building Inspector	
	ICC Residential Plumbing Inspector	
	ICC Residential Plans Examiner	
	ICC Commercial Building Inspector	
	ICC Commerc ICC Commercial Plumbing Inspector	
	ICC Commercial Mechanical Inspector	
	ICC Commercial Combination Inspector	
	ICC Building Inspector	
	ICC Mechanical Inspector	
ICC Plumbing Inspector		
ICC Permit Technician		
ICC Legal Module		
ICC Management Module		
Christian Seely, ICC Building Inspector	International Code Council ICC Building Plans Examiner ICC Combination Inspector	5299596
Roger Banowetz, ICC Building Inspector	ICC Certified Building Inspector	n/a
David Marcum, CASp, ICC Building Inspector	Certified Access Specialist	CASp-179
	CA Licensed General Contractor	426240
	International Code Council	818128
	ICC Building Inspector	
	ICC Mechanical Inspector UMC	
ICC Plumbing Inspector UPC		
ICC Residential Combination Inspector		
PERMIT TECHNICIAN		
Sheri Barkley, ICC Permit Technician	ICC Certified Permit Technician	8295728
Carrie Carden	PERMIT TECHNICIAN	In Progress
FIRE INSPECTION		
Richard Kazandjian, ICC Fire/Life Safety Specialist	International Code Council ICC Fire Inspector I and II ICC CA UST Inspector ICC Fire Plans Examiner	5069769
CODE ENFORCEMENT		
TBD		

Section 6: Cost Proposal

Per the instructions of the RFP, our Cost Proposal has been submitted separately.

Section 7: Financial Capability

We understand that the City may request sufficient data to evaluate the firm's financial capabilities.

Interwest Consulting Group also receives financial support through our parent company, SAFEbuilt. SAFEbuilt is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Since its founding in 1988, The Riverside Company has invested in more than 800 acquisitions. As of 2022, Riverside's global investment portfolio includes more than 140 companies with 300+ employees. Riverside has 15 offices and makes investments across North America, Europe, and the Asia-Pacific region. The firm's investors include some of the world's leading pension funds, endowments, funds of funds, insurance companies, and banks.

With Riverside's backing, our financial strength affirms our ability to deliver services consistently for the contract's duration and beyond.

DISCLOSURE

Interwest has provided a variety of Building & Safety and Public Works services to the City of Costa Mesa as a result of competitive and sole source RFPs and RFQs. We have no current or past business or personal relationships with any Costa Mesa elected official, appointed official, City employee, or their family members.

CONTRACT EXCEPTIONS

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the Sample Consultant Agreement in the RFP. We respectfully request the option to discuss the following agreement term sections with the City during contract negotiations:

1.4. Warranty

1.7. Delegation and Assignment

5.3. Deductible or Self Insured Retention

6.8. Assignment

6.9. Indemnification and Hold Harmless

6.11. PERS Eligibility Indemnification

6.16. Responsibility for Errors

APPENDIX

On the following pages, Interwest has provided the City with the required forms, as well as detailed résumés of our key personnel. Due to the page limit restrictions, only management résumés have been provided. Interwest will be happy to provide the résumés of our entire team upon request.

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Tom Brackett	CEO	970.290.6225
Avner Alkhas	CFO	970.292.2219
Paul Meschino	VPO	619.372.9962

Federal Tax Identification Number: 73-1630909

City of Costa Mesa Business License Number: 51840

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 4/30/22

COMPANY PROFILE & REFERENCES

Company Legal Name: Interwest Consulting Group, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): **Corporation**

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1 Jenner, Suite 160, Irvine, CA 92618

Website Address: <https://interwestgrp.com/>

Telephone Number: 714.899.9039

Facsimile Number: 714.899.9039

Email Address: pmeschino@interwestgrp.com

Length of time the firm has been in business: 20 Years

Length of time at current location: 2 years in Irvine office; 20 in Orange County

Is your firm a sole proprietorship doing business under a different name: ___ Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 73-1630909

Regular Business Hours: 8 AM to 5 PM

Regular holidays and hours when business is closed: Closed Saturdays and Sundays, New Years Day Memorial Day, 4th of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Day

Contact person in reference to this solicitation: Paul Meschino

Telephone Number: 619.372.9962

Facsimile Number: 714.899.9039

Email Address: pmeschino@interwestgrp.com

Contact person for accounts payable: Will Brown

Telephone Number: 970.617.9446

Facsimile Number: 714.899.9039

Email Address: wbrown@safebuilt.com

Name of Project Manager: William Hayes

Telephone Number: 714.899.9039

Facsimile Number: 714.899.9039

Email Address: whayes@interwestgrp.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Costa Mesa

Contact Name: Charles Chamoun, Chief Plans Examiner

Contract Amount: n/a

Email: charles.chamoun@costamesaca.gov

Address: 77 Fair Dr, Costa Mesa, CA 92626

Brief Contract Description: Interwest has been assisting the City of Costa Mesa since 2007. Our staff provides thorough and timely plan review and building inspection services.

Company Name: City of Lake Forest

Telephone Number: 949.461.3460

Contact Name: Gayle Ackerman, Director of Community Development

Contract Amount: NTE \$6.6M per year

Email: gackerman@lakeforestca.gov

Address: 100 Civic Center Dr, Lake Forest, CA 92630

Brief Contract Description: Building Official, Building Plan Review, Building Inspection and Permit Technician

Company Name: City of Anaheim

Telephone Number: 714.765.4311

Contact Name: Alberto Pavia, Plan Review Manager

Contract Amount: Approx. \$1.8M per year

Email: apaiva@anaheim.net

Address: 200 S Anaheim Blvd, Anaheim, CA 92805

Brief Contract Description:

From 2017 to present, Interwest has provided on-call plan check services for private development processing. Projects included a car wash facility, multiple family residential developments, and retail/commercial development. Plan check services include traffic review, storm water management, map checking, grading, and preparation of conditions of approval.

Company Name: City of Pomona

Telephone Number: 909) 620-2421

Contact Name: Anita D. Gutierrez, AICP, Development Services Director

Contract Amount: Approx. \$1.5M per year

Email: anita_gutierrez@ci.pomona.ca.us

Address: 505 S Garey Ave, Pomona, CA 91766

Brief Contract Description:

Building Official, Building Plan Review, Building Inspection and Permit Technician, Engineering Plan Review, Construction Management and Inspection

Company Name: City of Inglewood

Telephone Number: 310.412.5294

Contact Name: Ali Pouraghabagher, MS, PE, Plan Check Engineer Supervisor

Contract Amount: n/a

Email: apouraghabagher@cityofinglewood.org

Address: 1 W Manchester Blvd, Inglewood, CA 90301

Brief Contract Description: Building and Safety Services.

Interwest provided plan review services including Architectural, Structural, Mechanical, Plumbing, Electrical, Energy, Fire & Life Safety, Accessibility, On-site Civil including underground utilities, surface features, shoring designs, and Geotechnical report review.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services** at any time after **March 1, 2022**.



Date: 03/31/22

Signature

Paul Meschino

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

William 'Bill' Hayes, CBO, ICC

STATE OPERATIONS MANAGER, BUILDING DEPARTMENT SERVICES

Bill brings 20+ years of building official, plan review and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with clients, Building Officials and Community Development Directors to assure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely and in a customer service manner.

Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services. Bill is an excellent supervisor and communicates effectively, both verbally and in writing. These qualities deliver strong results focused on the success of our municipal clients.

PROFESSIONAL HISTORY

State Operations Manager, Building Department Services / Interwest Consulting Group / 2021 - Present

Bill serves clients in the capacity of State Operations Manager and Building Official, coordinating plan review, inspection and department oversight for multiple jurisdictions throughout Southern California.

West Code Building and Code Group Leader / HR Green / 2019-2021

Coordinated project scheduling, tasks, and budgets to ensure completion within the appropriate time frame. Prepared the scope of services, detailed project, and contracts. Worked with leaders to determine the composition of the project team and assign any duties, schedules, and budget to members. Assisted and delivered proposals to client and managed contracts to determine if amendments are needed, communicated changes to clients and coordinated timely invoices and fees. Identified project opportunities and make decisions under the Practice Leader supervision. Attended leadership meetings, reported on group performance, strategic planning, and marketing efforts. Provided input into the creation of marketing plans and maintained regular and accurate record of marketing activities with clients. Assisted Human Resources with onboarding new employees, coordinate with IT to ensure office space and equipment are set up properly. Engaged in development-focused discussions with staff to assist in identifying and pursuing activities/projects that aligns with their development objectives.

Building and Operations Manager / City of Industry / 2016-2018

Supervised the daily operations of the Building & Development Services Departments by overseeing the daily operations of the counter customer service, issuing permits, performing plan checks, performing field inspections, gathering data, and executing proposal reports and city projects for the City Manager and City Council. Created training materials and implemented updated procedures for building inspection and



Years of Experience: 20+

Registrations/Certifications

International Code Council, 8230972

- Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC/AACE Property Maintenance and Housing Inspector
- ICC Building Inspector

counter staff. Evaluated staff responsibilities and productivity to ensure that departments are performing efficiently.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

JAS Pacific / Contract Building Official-City of Pico Rivera / 2015-2016 & 2018-2019

Supervised the daily operations of the building, code enforcement, and housing departments for the City of Pico Rivera. Tracked customer service, issued permits, performed plan checks and field inspections, gathered data, and fully executed required reports. Created training materials, and trained code enforcement, building inspectors, and counter staffs on updated procedures for building inspections and policies.

Building Official/Acting Public Works Manager / 2013-2015

Established an innovated Rental Housing Program by using a state-of-the-art GIS based inspection technology to efficiently inspect and publicly record blighted and deteriorated properties and was awarded the Helen Putnum Award for Excellence in the Internal Administration category. Created and implemented an Electronic Document Management System (EDMS) internal plan check process of 97% for efficient productivity of staffs and businesses, allowing the city to retain over \$600,000 of funds in a 2-year period. Organized and managed the Industrial Waste program and successfully raised the compliance from 80% to nearly 100% from businesses within the city. Established a strong relationship with all departments in the city, therefore becoming a resource and asset to all.

Building Commissioner / City of Palos Heights, Illinois / 2008-2013

Responsible for the City of Palos Heights building departments overall operation and its annual budget of \$750,000, as well as coordinated all approved outside vendors and services, and streamlined general office management duties to ensure efficiency of the department's day-to-day operation. Provided oversight for all disciplines of residential and commercial plan reviews, zoning, enforcement, property maintenance enforcement, and all construction inspections from footing to certificate of occupancy. Inspected various construction projects, ranging from single family homes, commercial buildings, Public Works projects, and new constructions/remodeling for a private college, as well as an eight story, 500,000 plus square feet hospital surgical wing.

Senior/Lead Building Inspector / City of Countryside, Illinois / 2007-2008 End Year

Supervised all sign and property maintenance inspections, enforcement programs, as well as inspections for buildings, electrical, and mechanical on residential and commercial projects, as well as zoning plan reviews and enforcement. Coordinated as the department liaison for the local adjunction court by advising the Building Commissioner regarding building codes and city ordinance updates to stay in compliance with all Federal, State, and local laws. Lead the project in developing an electronic plan review/permit submittal program and an extensive electronic filing system for all permit and property files.

EXHIBIT C
FEE SCHEDULE



A SAFEbuilt[®] COMPANY

CITY OF COSTA MESA

RFP #22-12 Proposal to Provide On-Call Inspections, Plan Review, and Staffing Services

Cost Proposal

March 31, 2022

SHELBY SIERACKI

Account Manager

626.224.255

ssieracki@interwestgrp.com

www.interwestgrp.com

COST PROPOSAL

Percentage of Fee for Plan Check

Interwest acknowledges and agrees to the following language included in the RFP:

"The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour."

"The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. The City collects 25% of the Building Permit fee and the Consultant shall charge the customer 100% of the plan check fee. The Consultant shall complete its initial review in half the time specified by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. The City reserves the right to modify the process of the collection of fees."

This percentage will include one initial review and two re-checks. Third and subsequent re-checks will be charged at the hourly rates listed below. Interwest will continue to provide expedited review to the City's applicants at a mutually agreed upon rate that will be billed to the applicant directly.

Schedule of Hourly Billing Rates for Building Safety

Below we have provided hourly rates for our proposed team per individual service line. Please refer to the following:

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

CLASSIFICATION	HOURLY BILLING RATE (Fully Burdened)
Certified Building Official.....	\$150
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect.....	145
Senior Plans Examiner	110
CASp.....	120
Inspector III.....	105
Inspector II.....	95
Inspector I.....	85
Permit Technician	75
Fire Protection Engineer.....	145
Senior Fire Plans Examiner.....	125
Fire Plans Examiner / Fire Inspector.....	110
ICC Building Plans Examiner	110
Code Enforcement Officer.....	135
Overtime, Night, or Holiday Work.....	140% of above listed rates

Revised Cost Proposal

Provide hourly rates, along with estimated annual pricing in accordance with the City’s current requirements, as set forth in section Scope of Work.

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Job Title	Hourly Rate	Overtime Hourly Rate
Certified Building Official	\$150	\$210
Licensed Plan Review Engineer	\$145	\$203
Senior Plans Examiner	\$110	\$154
CASp	\$120	\$168
Inspector III	\$105	\$147
Inspector II	\$95	\$133
Inspector I	\$85	\$119
Permit Technician	\$75	\$105
Fire Protection Engineer	\$145	\$203
Senior Fire Plans Examiner	\$125	\$175
Fire Plans Examiner / Fire Inspector	\$110	\$154
ICC Building Plans Examiner	\$110	\$154
Code Enforcement Officer	\$135	\$189

Percentage of Fee for Plan Check

Interwest acknowledges and agrees to the following language included in the RFP:

“The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.”

“The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City’s fee resolution for expedited service. The City collects 25% of the Building Permit fee and the Consultant shall charge the customer 100% of the plan check fee. The Consultant shall complete its initial review in half the time specified by the City’s Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. The City reserves the right to modify the process of the collection of fees.”

This percentage will include one initial review and two re-checks. Third and subsequent re-checks will be charged at the hourly rates listed above. Interwest will continue to provide expedited review of the City’s applicants at a mutually agreed upon rate that will be billed to the applicant directly.

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.