

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and INTERWEST CONSULTING GROUP INC., a Colorado corporation registered to do business in California ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide inspection services on an as-needed basis, as more fully described herein; and

B. WHEREAS, 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. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, 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 Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

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 and within the hereinafter specified. 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 B.

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 or the Project Manager, 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. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on September 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both 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. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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.
15140 Transistor Lane
Huntington Beach, CA 92649
Tel: (714) 899-9039
Attn: James G. Ross

IF TO CITY:

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

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 by reference. 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 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. 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.

6.21. 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.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

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

6.24. 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.

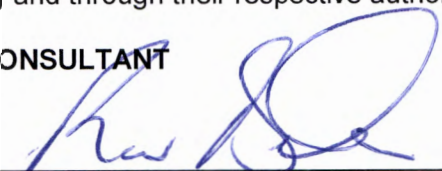
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other 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.

6.26. 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.

6.27. 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.

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: 9-7-17

Ron Beebler, SE, CBO,
Director, Building & Safety Services

73-1630909
Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Katrina Foley
Mayor

Date: 9/22/17

ATTEST:

Brenda Green 9/21/17

Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]

Thomas Duarte
City Attorney

Date:

09/20/17

APPROVED AS TO INSURANCE:

[Signature]

Ruth Wang
Risk Management

Date:

9/19/17

APPROVED AS TO CONTENT:

[Signature]

Issam Shahrouri
Project Manager

Date:

9.18.17

DEPARTMENTAL APPROVAL:

[Signature]

Barry Curtis, AICP
Economic and Development Services
Director

Date:

9.12.17

APPROVED AS TO PURCHASING:

Stephen Duvivent

Stephen Duvivent
Interim Finance Director

Date:

9-20-17

MF

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A

SCOPE OF WORK
For
INSPECTION SERVICES

The Development Services Department and the Fire and Rescue Department are soliciting proposals to provide inspection services on an as-needed basis. The term is for FY 17-18 with four (4) one-year renewal options at the same rate schedule. The intent of this proposal is to supplement existing inspection services to support new large development projects and augment staffing in the City. Proposers are required to submit standard and overtime hourly rates for the following positions:

| BUILDING DIVISION | |
|---|--|
| Administration | |
| Building Official | |
| Assistant Building Official | |
| Inspection | |
| Building Inspector | |
| Senior Building Inspector | |
| Combination Building Inspector | |
| Senior Combination Building Inspector | |
| Chief of Inspection (Supervisor) | |
| Certified CASP | |
| COMMUNITY IMPROVEMENT DIVISION | |
| Code Enforcement Officer | |
| Sr. Code Enforcement Officer (Supervisor) | |
| Chief of Code Enforcement (Manager) | |
| FIRE | |
| Fire Inspector | |
| Fire Marshal | |
| GENERAL SUPPORT | |
| Clerical staff | |
| Records Support staff | |

A. Inspection Services for Building Division

- Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
- Perform combination inspections on construction projects to confirm that all aspects of work such as building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation and disabled access requirements, including all local and state requirements.
- Provide the services of a Certified Accessibility Specialist (CASP).
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.

- 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.
- Recognize and require soil tests where evidence indicates soil instability.
- 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.
- 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.
- 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.
- Utilize City electronic and paper files to research related and/or previous cases.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Testify in court, if necessary.
- 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.

B. Inspection Services for Code Enforcement

- Conducts field inspection to ensure compliance with appropriate codes, ordinances and regulations.
- Investigates, reviews and responds to complaints of possible ordinance violations.
- Prepares reports of conditions for referral to proper authorities and prepares notices of violations and other similar notices.
- Interviews property and business owners, residents, and members of the public concerning violations and other code enforcement matters.
- Provides information regarding compliance with: property maintenance standards, land use, sign, group home and business tax related ordinances.
- Issues citations for violations of the Municipal Code.
- Tracks information and prepares and maintains reports, records and tables regarding a large number of properties in data base management systems such as excel.

- May assist or represent the City in prosecution of violators' proceedings including preparing files for criminal and/or civil code complaints and providing court testimony.

C. Inspection Services for Fire Department

- Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
- 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.
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
- 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.
- 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.
- 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.
- 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.
- Utilize City electronic and paper files to research related and/or previous cases.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Testify in court, if necessary.
- Provide other duties as approved by the Fire Chief.
- 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.

EXHIBIT B
CONSULTANT'S PROPOSAL



May 3, 2017

Proposal to Provide
Inspection Services
RFP No. 17-12



Prepared for the
City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628 - 1200

By
Interwest Consulting Group, Inc.

James G. Ross
15140 Transistor Lane
Huntington Beach, CA 92649
jross@interwestgrp.com
O | 714.899.9039
C | 714.742.1551

May 3, 2017

City of Costa Mesa
City Hall, Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200



RE: Request for Proposals for Inspection Services - RFP No. 17-12

Interwest Consulting Group is pleased to present this proposal to the City of Costa Mesa to provide as-needed inspection services. We are a corporation that is large and diverse enough – over 300 professionals – to serve all of your building and fire inspection needs, yet small enough to ensure that we maintain focus and are responsive to the priorities of the City of Costa Mesa.

Our highly qualified staff will provide building and fire inspection and code enforcement services to ensure compliance with City adopted Building Codes and related State and Municipal Code requirements. Our personnel have direct experience serving municipal clients and are equipped to make policy recommendations and address challenging code interpretation issues.

Interwest provides building, civil, and fire plan check and inspection, municipal engineering, and traffic engineering services to public agencies throughout California. Our proposed team provides the full spectrum of the required services efficiently and effectively. Our goal is to provide timely, technically sound, and customer-friendly services to support your departments and development community.

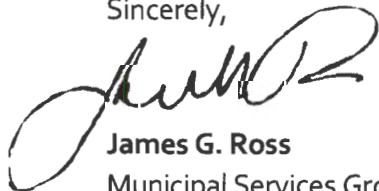
All services will be directed from our Huntington Beach office, address noted below. I will serve as the City's Principal-in-Charge and primary Interwest contact during the proposal evaluation period. I am an authorized representative of Interwest Consulting Group, able to sign all documents. **Gil Petris, CBO** will act as the Project Manager and as the City Liaison for this engagement. Our contact information follows:

James G. Ross
15140 Transistor Lane
Huntington Beach, CA 92649
714.899.9039 Office
714.742.1551 Direct
jross@interwestgrp.com

Gil Petris, CBO
15140 Transistor Lane
Huntington Beach, CA 92649
714.899.9039 Office
562.256.6621 Direct
gpétris@interwestgrp.com

We would be happy to answer any questions the City may have regarding our proposal; it remains valid for a period of 120 days. We have received and acknowledge the City's Q&A dated 4/27/17. We look forward to continuing our relationship with the City of Costa Mesa by providing these valuable services.

Sincerely,



James G. Ross
Municipal Services Group Leader



**VENDOR APPLICATION FORM
FOR
RFP No. 17-12 INSPECTION SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Interwest Consulting Group

Contact Person for Agreement: James G. Ross, Public Works Group Leader

Corporate Mailing Address: P.O. Box 18330

City, State and Zip Code: Boulder, CO 80308

E-Mail Address: jross@interwestgrp.com

Phone: 714.742.1551

Fax: 714.899.9039

Contact Person for Proposals: James G. Ross

Title: Public Works Group Leader

E-Mail Address: jross@interwestgrp.com

Business Telephone: 714.899.9039

Business Fax: 714.899.9039

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

| | |
|---|--|
| <input checked="" type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |

Names & Titles of Corporate Board Members

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

| Names | Title | Phone |
|------------------------|---------------------------|--------------|
| Terry Rodrigue, PE, TE | President/Owner | 303.479.4955 |
| Debra Thorson | CFO | 303.479.4963 |
| Michael Kashiwagi, PE | COO | 916.273.4685 |
| James G. Ross | Public Works Group Leader | 714.742.1551 |
| | | |
| | | |

Federal Tax Identification Number: 73-1630909

City of Costa Mesa Business License Number: Pending

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

City of Costa Mesa Business License Expiration Date: _____

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SECTION 1

BACKGROUND & 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:

- **Building Inspection Services**
- **Fire Inspection Services**
- **Code Enforcement Services**

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 **15 years of experience** providing the inspection services requested in the RFP, and during this time we have established a proven track record of providing high-quality and timely building and 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 inspection services. Building inspectors, **Dave Marcum, CASp** and **Chris Crandall, ICC**, and Fire Marshal & Inspector, **Vernon Brown, ICC** have all served the City of Costa Mesa in similar capacities within the last year.

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 remains within the City's budget constraints.
- Staff coverage that is **tailored and flexible** especially during peak workloads and staff absences.

SECTION 2

COMPANY EXPERIENCE & CAPABILITIES

YEARS OF EXPERIENCE

| Entity | Years of Municipal Experience |
|----------------------------|-------------------------------|
| Interwest Consulting Group | 15 |
| James G. Ross | 35 |
| Gil Petris, CBO | 35 |

NUMBER OF ISSUES

Interwest Consulting Group currently serves over 100 municipalities and state agencies throughout California. For the majority of these engagements, we are the lead service provider.

James G. Ross, our proposed Principal-in-Charge has served as Principal, Project Manager, and/or Interim Director in many of our Southern California contracts. Municipalities he's served over the last year include the Cities of Costa Mesa, Newport Beach, Irvine, and Anaheim, to name a few local entities.

Gil Petris, CBO, our proposed project manager, serves as the Building Official for the Cities of Pomona and Bell. He is also the Services Manager for our building and safety contracts with the Cities of South El Monte, Upland, Corona, and Murrieta to name a few. In this capacity, he manages the staff placed on-site as well as provides quality control and assurance for services provided.

FIRM RESOURCES & COMMITMENT

Interwest understands the need for staffing flexibility. As workloads increase, additional Interwest staff can be placed onsite to assist and augment existing staff. Any decrease in workload can be offset by a decrease in our presence. We are committed to ensuring we have staff available and ready to complete the services requested by the City, including completing all projects in a timely manner, attending meetings, advising staff on matter specific to the scope of work, preparing and presenting reports to City staff and City Council, and assisting with due diligence and disclosure processes relevant to the scope of work.

A list of current clients to whom we provide services similar to those being requested in the RFP is provided below to demonstrate our capability.

| CLIENT | SCOPE OF WORK |
|----------------------|--|
| City of Agoura Hills | Building Plan Review & Building Inspection |
| City of Anaheim | Building Plan Review, Building Inspection & Permit Technician |
| City of Bell | Building Official, Building Plan Review, Building Inspection, Counter Support, City Engineering, Traffic Engineering, Civil Plan Review, Construction Inspection |

| | |
|---------------------------------|--|
| Town of Big Bear Lake | Building Plan Review & Building Inspection |
| City of Buena Park | Building Plan Review |
| City of Chino Hills | Building Inspection |
| City of Corona | Building Plan Review and Building Inspection |
| City of Costa Mesa | Interim Building Official, Building Plan Review, Building Inspection, Interim Public Works Director, Engineering Plan Review, Construction Management & Inspection |
| City of Covina | Building Plan Review & Building Inspection |
| City of Eastvale | Building Official, Building Plan Review, Building Inspection & Permit Technician; Engineering Plan Review, Construction Management and Inspection |
| City of Hemet | Building Plan Review & Building Inspection |
| City of Indio | Building Inspection |
| City of Irvine | Building Plan Review, Building Inspection, Engineering Plan Review, Grading Inspection, Engineering Counter Services |
| City of Lake Elsinore | Building Inspection |
| City of Lake Forest | Building Official, Building Plan Review, Building Inspection & Permit Technician |
| City of Long Beach | Building Plan Review & Inspection |
| City of La Quinta | Building Plan Review |
| City of Monterey Park | Building Plan Review |
| City of Montclair | Fire Plan Review |
| City of Murrieta | Building Official, Plan Review & Inspection |
| City of Palm Springs | Building Inspection |
| City of Pomona | Building Official, Building Plan Review, Building Inspection & Permit Technician; Engineering Plan Review, Construction Management and Inspection Services |
| City of Rancho Cucamonga | Plan Review & Inspection |
| City of Redlands | Plan Review & Inspection |
| City of Rialto | Plan Review |
| City of Santa Clarita | Plan Review & Inspection |
| City of Tustin | Plan Review & Inspection |
| City of Upland | Building Official, Building & Fire Plan Review, Inspection, Permit Technician |
| City of Vernon | Plan Review & Inspection |
| City of Wildomar | Building Official, Building Plan Review, Building Inspection, & Permit Technician; Engineering Plan Review, Construction Management & Inspection Services |
| City of Yorba Linda | Building Plan Review, Building Inspection, Construction Management & Inspection |
| County of Los Angeles | Building Inspection & Permit Technician |
| County of Mono | Building Plan Review |
| County of Riverside | Building Plan Review, Building Inspection, Engineering Plan Review |

SECTION 3

APPROACH & METHODOLOGY

IMPLEMENTATION PLAN

Interwest staff will provide combination building and fire inspections to verify compliance with Building and Fire Codes and the City's Municipal Codes. Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our combination field inspection services will include site inspections and writing 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 are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11 and 12 - covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.

Interwest's staff of ICC/CASp certified inspectors have performed both building and fire inspection services on a wide 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 combination field inspections including site inspections of projects to verify conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service is 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 inspection personnel assigned will be ICC and/or CASp certified as required. Our inspectors are able to read, understand and interpret construction documents, truss drawings, fire sprinkler plans, prepare and maintain accurate records and reports, hold office hours, communicate effectively orally and in writing and work effectively with contractors, the public and City staff. Our inspectors will possess knowledge of approved and modern methods, materials and tools used for building and fire inspections and possess knowledge of the most current building and fire standards.

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 and understand that personality and customer service is crucial to on-the-job success. We use combination inspectors whenever possible to save jurisdictions valuable time and expenses. All Interwest Consulting Group inspectors are ICC certified.

Inspection Schedule

Interwest Consulting Group will work with the City to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. Many of our inspectors are also available to serve at the public counter when needed.

Code Enforcement Services

Code Enforcement violations add up quickly and become very costly if not corrected in a timely manner. Violations can come in many forms, including substandard housing conditions, unsafe buildings, zoning/illegal land use and many more. We are specialists at identifying and correcting code violations to the exact specifications needed to satisfy the city, county, state or any other governmental body authorized to impose a notice of violation. We have experience in residential, commercial and municipal violation repairs.

Typical services include preparing abatement cases for and testifying in public hearings and court proceedings on behalf of the City and 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 staff 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 | ✓ Municipal Codes |
| ✓ Building Codes | ✓ State Health & Safety Codes |
| ✓ Public Nuisances | ✓ Housing |

PROJECT CONTROLS

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 resources to match the allocated budget.

ENGAGING STAKEHOLDERS

Upon award of contract, our lead contact for the City will set up a face-to-face 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.

All of our personnel work 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 are held weekly, in addition to any special meetings needed to address new developments or issues. We utilize a custom database to compile all client and project information as it relates 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. We provide our inspection staff with cell phones, laptops, and other hand-held equipment necessary for inspectors to carry out their duties efficiently.

CLIENT SATISFACTION

We are dedicated to providing adequate staffing to meet your department and customer service goals. Our proposed team is both technically savvy and well-equipped to provide excellent service to the general public and the development community. Additionally, our Project Manager will be available whenever requested to attend status meetings and/or conference calls in order to address any of the City's questions or concerns, as well as to promote the sharing of information and proactive solving of any issues that may arise.

CITY STAFF & FACILITIES

We provide our inspection staff with cell phones, laptops, vehicles, and other hand-held equipment necessary for inspectors to carry out their duties efficiently.

Mileage accrued while performing City duties will be reimbursed at the current IRS rate.

For staff working on-site, we request that they be given appropriate workspace at City Hall, as well as access to current editions of relevant codes.

SECTION 4

STAFFING

STAFFING PLAN

STAFFING PLAN

1. **Primary Staff to perform Agreement duties**

| Name | Classification/Title | Years of Experience |
|---------------------|------------------------------------|---------------------|
| James G. Ross | Principal-in-Charge | 35 |
| Gil Petris, CBO | Project Manager | 35 |
| Dave Marcum, CASp | Building & Accessibility Inspector | 30 |
| Chris Crandall, ICC | Building Inspector | 15+ |
| Mike Neeley, ICC | Code Enforment Officer | 20+ |
| Vernon Brown, ICC | Fire Marshal Fire Inspector | 34 |

2. **Alternate staff** (for use only if primary staff are not available)

| Name | Classification/Title | Years of Experience |
|-------------------------|------------------------------------|---------------------|
| Marcel McElroy, ICC | Building Inspector | 27 |
| Bob Porta, CBO CASp | Building & Accessibility Inspector | 40+ |
| Rick Walters, CBO, CASp | Building & Accessibility Inspector | 40+ |
| Terry Vosler, CBO | Building Inspector | 30+ |
| Andy Shuck | Code Enforcement Officer | 13 |

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

RESUMES OF PRIMARY STAFF

Resumes for key staff follow.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Program and Project Management

EDUCATION

Masters in Public Administration, 1986
Bachelor of Science Civil Engineering, 1970
California State University, Long Beach

**PROFESSIONAL
AFFILIATIONS**

League of California Cities

Public Works Officers, President | 1998
Board of Directors, Member | 2001-2003
James Martin Award Winner for Excellence
& Service to the League & Public Works
Profession | 2006

**American Public Works Association
California Chapter**

Top Leader of the Year Award | 2004
Nominated, National Top 10
Director of the Year | 2008

Santa Ana North Rotary Club
President | 2000

James G. Ross

Principal-in-Charge

James has supported municipalities and public agencies at an executive management level for the past 35 years. His experience includes successfully managing staffs of over 400 people and budgets of approximately \$200 million..

PROJECT SPECIFIC EXPERIENCE

Public Works Group Leader

2015 - Present

Interwest Consulting Group, Inc.

James manages staff & clients in Southern California Regions.

Special Advisor

2011 - 2015

Management Partners

James conducted organizational assessments and provided interim support for local Governments. Some representative projects included the cities of Fountain Valley, San Carlos, Orange, Glendora, San Juan Capistrano, Newport Beach, Benicia, Long Beach, and Napa.

Interim Executive Program Manager

2009 - 2011

Imperial Irrigation District

James managed a staff of 445 employees and conducted an organizational assessment making recommended changes to improve customer service and operational efficiencies.

Executive Director of Public Works

1988 - 2009

City of Santa Ana

James managed more than 200 staff members. His responsibilities included construction and maintenance of City's street, water and sewer systems and the creation of enterprise funds for Refuse, Sanitation and Sewers. Major facility projects included a \$100 million Police Detention and Administration Building, the City Hall Ross Annex, a new Corporation Yard, the remodel of the Main Library and numerous Community Park Facilities. Major Street projects included the \$100 million widening of the Bristol Corridor and an innovative \$100 million 5-year program to repair and rebuild the City's residential street system.

Principal Projects Manager

1981 - 1988

City of Irvine

James supervised the City's Project Management Team of 7 staff. They were responsible for administrating the design and construction of the City's Capital Improvement Program. At the time, Irvine was one of the fastest growing cities in California. Most of the new streets, parks and community facilities were funded by assessment districts which James and the Management team administered.

Associate Engineer

1978 - 1981

City of Costa Mesa

James managed the 5-member Development Section in the Public Works Department. He reviewed and conditioned developments, processed track maps and parcel maps, represented Department at Planning Commission Meetings.

Assistant Engineer

1971 - 1978

Port of Los Angeles

Assistant Engineer

1970 - 1971

City of Los Angeles



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

Associate in Arts
Building Inspection Technology
Coastline Community College

Various courses
California State University, Los Angeles

Emergency Management
California Specialized Training Institute

REGISTRATIONS CERTIFICATIONS

International Code Council | 822420

ICC Certified Building Official

ICC Residential Plans Examiner

ICC Combination Inspector

ICC Building Inspector

ICC Electrical Inspector

ICC Mechanical Inspector

ICC Plumbing Inspector

ICC Combination Dwelling Inspector

California – Safety Assessment Program

Gilbert Petris Jr., CBO

Project Manager | City Liaison

Gilbert brings more than 35 years of building official, plan reviewer and building inspection experience. His progressive and extensive knowledge of the building industry and municipal organizations translates to efficient and effective services to our clients.

He served 23 years at the City of Signal Hill with his most recent work as their building official managing all administration and day-to-day operations of the building department. He gave special attention to developing and implementing several new procedures and processes that resulted in a more streamlined and organized approach to plan review, inspections, budget and inter-department functions. His role also required close collaboration with City Council, public works, planning and community development staff.

PROJECT SPECIFIC EXPERIENCE

Building Official

2013 - Present

Interwest Consulting Group

Gil serves Southern California clients in the capacity of building official, managing all aspects of the building department.

Building Official

2010 – 2013

City of Signal Hill

Gil managed all aspects of the building department including: budget, plan reviews, inspections, fee calculations, building processes, oil field services, staff mentoring and management. He conferred with architects, contractors, builders, oil operators and the general public in the field and office; explained and interpreted building requirements and codes to ensure compliance. He oversaw field inspections of industrial, commercial and residential buildings during all stages of construction to confirm compliance with all codes and regulations of the city, county, state and federal agencies. He collaborated with City Council members and all department heads and attended City Council and Planning Commission Meetings.

Principal Building Inspector

1990 – 2010

City of Signal Hill

He was responsible for Building Official duties including managing the budget, fee calculations, plan checks and plan check processing, and oil field inspections. As a principal building inspector, he performed complex inspection duties in several trade specialties such as structural, electrical, mechanical, plumbing and finish trade areas; ascertained conformance to the California building, plumbing, mechanical and electrical codes, and pertinent provisions of State and County health, environmental and oil code ordinances. Conducted field review of plans and specifications; ensured proper installation of complex building systems. He assisted in zoning, general land use and code enforcement inspections.

Gil participated in Housing Rehabilitation Program activities; conferred and provided technical assistance to home owners; performed inspections and identified deficiencies; explained and interpreted requirements and restrictions; issued permits for work to be performed; provided technical assistance to other department staff.

Building Inspector/Public Works Inspector

1981 – 1990

City of Los Alamitos

He performed skilled inspection work to building, housing, zoning, mechanical, plumbing and electrical codes and regulations governing new and existing buildings and housing construction remodeling, repair and use. He also inspected the methods and practices for the installation of structural components, fire and life safety features and systems, electrical plumbing and electrical systems, and excavation drainage systems.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

Associates Degree
Building Inspection Technology
Coastline Community College
Fountain Valley, CA
1986

Certificate
Construction Technology
Orange Coast College
Costa Mesa, CA
1976

REGISTRATIONS CERTIFICATIONS

Certified Access Specialist ☐ CAsp-179

International Code Council ☐ 818128

ICC Certified Building Inspector
ICC Certified Mechanical Inspector UMC
ICC Certified Plumbing Inspector UPC
ICC Certified Residential Combo Inspector

CA Licensed General Contractor | 426240

PROFESSIONAL AFFILIATIONS

Instructor - Building Codes
North Orange County Community College
District. (Part-time) 1996-2002

David Marcum, CAsp

Certified Building Inspector | Certified Access Specialist

David is an inspection professional with nearly 30 years of relevant, municipal building inspection experience. In addition to his years of practical expertise, he also possesses several ICC certifications, confirming his ability to inspect Mechanical, Plumbing and Residential projects. More notably still, David is a Certified Access Specialist, CAsp, making him a uniquely qualified inspector to assist our clients with accessibility compliance.

PROJECT SPECIFIC EXPERIENCE

Building Inspector | Certified Access Specialist

2015 – Present

Interwest Consulting Group ☐ CA

David performs complex building inspections for several of our Southern Californian clients, including most recently the City of Compton's Brickyard Project, City of Costa Mesa, and the City of Buena Park's accessibility evaluation of a City facility.

Supervising Building Inspector

2008 – 2015

City of Garden Grove ☐ CA

Senior Building Inspector

1989 – 2008

For 26 years, Dave served the City of Garden Grove, first as a Senior Building Inspector and then as a Supervising Building Inspector role. During this time, he was increasingly responsible for all commercial and residential combination building inspection and performed advanced duties including residential tract inspection, multi-family high-density projects including podium style construction. Dave performed commercial inspection on projects including high-rise residential, theaters, restaurants, places of worship, and tenant improvements. He gained extensive experience in wood, steel, masonry, tilt-up, cast-in-place and type V/ one-hour, wood-frame construction practices.

Building Inspector

1986 – 1989

City of Tustin ☐ CA

Dave performed residential and commercial combination building inspection and gained varied experience including restaurants, "clean-rooms", auto dealers, R/D facilities, light industrial, multi and single-family dwellings.



EDUCATION

Coastline Community College, 2015

REGISTRATIONS CERTIFICATIONS

ICC Certified Building Inspector

ICC Certified California Commercial
Building Inspector

ICC Certified California Commercial
Plumbing
Inspector

ICC Certified California Commercial
Mechanical Inspector

ICC Certified California Residential
Building Inspector

ICC Certified California Residential
Plumbing Inspector

ICC Certified California Residential
Mechanical Inspector

Chris Crandall

Building Inspector

Chris is a certified Building Inspector with over 15 years of experience.

PROJECT SPECIFIC EXPERIENCE

Building Inspector II

2016

Consultant - City of Corona

Chris inspects commercial and residential buildings during various stages of construction and remodeling to ensure compliance with applicable codes, ordinances and regulations.

Project Coordinator

2011 – 2015

Robert Moralice Masonry

Chris was responsible for optimum utilization of resources-labor, materials and equipment, and ensuring their procurement at most cost-effective terms. He ensured that construction activities move according to predetermined schedule with periodic inspection of construction sites. Communicated effectively with the contractors responsible for completing various phases of the project.

Building Inspector I

2006 – 2010

Consultant – Various Cities

Responsible for learning and performing various inspections to ensure compliance with adopted codes in all residential and small commercial projects. He investigated construction for evidence of illegal practices and checks existing construction for deterioration and hazardous conditions including stop-work notice and code enforcement. Inspected and monitored construction sites to ensure adherence to safety standards, building codes, and specifications and existing buildings and premises for change of use, occupancy, or compliance with applicable codes and ordinances.

Building Inspector I

2005 – 2006

City of Huntington Beach

Chris inspected commercial and residential buildings during various stages of construction and remodeling to ensure compliance with applicable codes, ordinances and regulations. Examined plans and specifications of new construction, additions and alterations to residential and commercial buildings to determine compliance with the provisions of applicable construction codes, ordinances and regulations. Assisted and advised contractors, craftsmen and homeowners regarding pertinent regulations.

Supervisor

2000 – 2005

Mesa Pacific Construction

He was responsible for jobsite supervision relating to construction of parks, recreation centers, public pools for various municipalities and private homebuilders. Responsibilities include but are not limited to: scheduling subcontractors, purchasing and necessary paperwork for the turnkey construction of these projects. Responsible for delivering and promoting quality customer service and dealing with people in a constructive manner.

www.interwestgrp.com

EDUCATION

Law Enforcement/Police Science,
Skagit College
Mt. Vernon, WA
1973

REGISTRATIONS
CERTIFICATIONS

ICC Building Inspector
No. 0843305-B5

ICC Mechanical Inspector
No. 0843305-M5

AWARDS

Certificate/Appreciation plaque from the mayor of the City of Burbank for services rendered during the Northridge earthquake.

Mike Neely
ICC Certified Inspector

Mike possess over than 20 years of inspection experience with the vast amount of his career spent serving the City of Palm Desert as a Building Inspector. With his immense knowledge and natural leadership ability the City entrusted him with the responsibility of training field inspectors.

Mike holds ICC certifications in both Building and Mechanical codes and has held certifications in concrete inspection. He participates in ongoing CALBO and ICC training as well as State of California disaster relief training currently holding a California Disaster Service Relief Worker ID.

Mike's extensive background as a Building Inspector working directly for a public agency provides him with the understanding of the tasks needed to deliver quality work within the required timeframe and budget. He works seamlessly within all environments with the utmost professionalism in all situations and is an asset on all projects.

PROJECT SPECIFIC EXPERIENCE

Building Inspector

Present Interwest Consulting Group

Performing non-structural and minor structural plan review for commercial and residential construction as well as inspections services for client jurisdictions.

Superintendent

2006 - 2008 Ken Hudson Construction

Responsible in full for on-site construction management; effectively schedule, monitor and inspect all work from start to finish. Maintain budgets, process invoices and control overhead costs. Duties also include making daily written reports and coding all phases of work for computer entry.

Building Inspector II

1986 - 2006 City of Palm Desert

Responsibilities included inspection of new and remodeled construction to insure compliance of the California Building, Plumbing, Mechanical, Electrical Codes, and applicable city ordinances. Duties also included the training of field inspectors, investigations of fires and accidental drowning.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

BS, Business Administration
California State University
Sacramento, CA

AA, Fire Technology
American River College
Sacramento, CA

Certificate in Fire Protection Engineering
1996 | School of Engineering
University of California Davis

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

International Code Council Member | 0852032

ICC Certified Fire Code Inspector I
ICC Certified Fire Code Inspector II
ICC Certified Plans Examiner
ICC Certified Fire Plans Examiner

CSFM Certified Fire Officer (1985) | 000773
CSFM Certified Fire Prevention Officer I | 771028 CSFM
Certified Fire Prevention Officer II | 870011
CSFM Certified Fire Prevention Officer III | 880002

CA State Certified Instructor (1986)
Lifetime Teaching Credential | 270677
CA State Certified Firefighter I | 004454
CA State Certified Chief Officer | 839239

**P R O F E S S I O N A L
A F F I L I A T I O N S**

Northern CA Fire Chiefs/Fire Prevention Officers
Operations Director, 1998-2001
Co-Chair Bldg. Standards Committee, 1992-1998
Co-Chair CA Code of Regulations Committee, 1991-1992
Co-Chair Fire Protection Equipment Committee, 1983-
1987
CA State Fire Marshals Office Curriculum
CA State Bldg. Standards Commission Partner on Code
2000 Partnership Committee
CA Bldg. Officials Fire Advisory Committee, 2001
Sacramento County Bldg. Board of Appeals, 1995-2002
Intl Conference of Bldg. Officials, 1992-present
Intl Fire Code Institute, 1992- present
Natl Fire Protection Association, 1994- present
Office of Statewide Health Planning and Development –
Member of the Hospital Bldg. Safety Board – Fire Service
Representative, 2001- 2010

Vernon Brown

Fire Protection Services Manager | Project Manager

Vernon brings over 43 years experience within municipal governmental agencies as a career member of the fire service. He has held the position of Assistant Fire Chief/Fire Marshal and has been responsible for community development and interaction with local County Board of Supervisors and local City Councils. He has managed and participated in a wide range of projects in code development, plan review, inspections, hazard analyses, fire investigation, fire suppression, personnel management, policy development, budget development, and curriculum development.

Vernon has instructed for over nineteen years for the California State Fire Marshals Office and American River Community College on the subjects of history of fire prevention; inspection practices; code enforcement practices; and flammable liquid storage practice.

Vernon holds a teaching credential for Community College courses, and a Certificate in Fire Protection from the School of Engineering at University of California at Davis. He is a Member of International Code Council (ICC), International Fire Code Institute (IFCI), National Fire Protection Association (NFPA), and Northern California Fire Chiefs-Fire Prevention Officers (NORCAL FPO). He also has served as Co-Chair for Building Standards Committee for California Fire Prevention Officers Association, and Member of Sacramento County Building Appeals Board. He is active on the CALBO Fire Advisory Committee, Code Development Committees for the California Building Code and the Uniform Building Code for NORCAL FPO and the Fire and Life Representative for the Hospital Building Safety Board for the Office of Statewide Health Planning and Development (OSHDP).

P R O J E C T S P E C I F I C E X P E R I E N C E

Fire and Life Safety Plans Examiner

2012 – Present Interwest Consulting Group, Inc.
Performs plan reviews for building construction projects to ensure compliance with all applicable fire codes and ordinances.

2002 - 2012 Vernon Brown and Associates
Owned consulting firm that specialized in Fire and Life Safety services and served various jurisdictions.

2000 - 2002 Sacramento Metro Fire District
1994 - 2000 Sacramento County Fire District
1976 - 1994 Fair Oaks Fire District
1972 - 1974 Arden Fire District

SECTION 5

QUALIFICATIONS

STAFF QUALIFICATIONS

Our proposed staff has ample experience providing the services requested in the RFP in their fields.

Gil Petris, CBO, Project Manager & City Liaison - serves as the Building Official for the Cities of Pomona and Bell. He is also the Services Manager for our building and safety contracts with the Cities of South El Monte, Upland, Corona, and Murrieta

Dave Marcum, CASp, Building & Accessibility Inspector – Dave has served as a Building Inspector in the cities of Costa Mesa, Compton, and Agora Hills within the last year.

Chris Crandall, ICC, Building Inspector – Chris has served the City of Costa Mesa in this role for y a year. He also recently served the City of Corona in the same role.

Mike Neely, ICC, Code Enforcement Officer – For the last several years, Mike has served the City of Pomona providing both Building Inspection and Code Enforcement Services. He has also recently served the City of Palm Springs in the same roles.

Vernon Brown, ICC, Fire Marshal & Fire Inspector – Vernon is Interwest's Fire and Life Safety Manager. He served the City of Costa Mesa's fire department directly last year.

More information on our staff's specific work history, titles held, and qualifications can be found in their individual resumes provided in the previous section.

FIRM CAPABILITY

Interwest Consulting Group (Interwest) has extensive experience and a proven track record of successfully providing plan review and building inspection services to public agencies. Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. Our more than 300 employees span a multitude of disciplines, roles and job placements to municipalities within building and safety and public works departments throughout California.

Our services are specifically tailored to fit the needs of our client, which is why we can provide a single staff member or a complete team to help you reach your goals. We provide a full range of services to more than 100 public agencies throughout California including: Building and Safety Plan Review, Inspection, and Permit Technician Services; Fire Prevention Plan Check and Inspection; Plan Review and Inspection of Site Civil and Infrastructure Improvements; Capital Project Improvement Program Management; Information Technology (IT); Real Estate Services; and Geographic Information System (GIS).

Interwest is comprised of Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, Building Officials, Plans Examiners and Inspectors of various disciplines certified by the International Code Council, Certified Access Specialist (CASp), Architects, and other professionals specializing in providing complete plan review and inspection services to local government agencies.

REFERENCES

Company Name: City of Lake Forest, 2009 - Present Telephone Number: 949.461.3460

Contact Name: Gayle Ackerman Contract Amount: NTE \$6.6M per year

Email: gackerman@lakeforestca.gov

Address: 25550 Commercentre Drive, Lake Forest, CA 92630

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

Company Name: City of Pomona, 2009 - Present Telephone Number: 909.620.2090

Contact Name: Mark Lazzaretto Contract Amount: Approx. \$1.5 M per year

Address: 505 S Garey Avenue, Pomona, CA 91766

Email: mlazzeretto@ci.pomona.ca.us

Building Official, Building Plan Review, Building Inspection & Permit Technician;
Brief Contract Description: Engineering Plan Review, Construction Management and Inspection Services

Company Name: City of Eastvale, 2010 - Present Telephone Number: 951.361.0900

Contact Name: Michele Nissen Contract Amount: Approx. \$2.5M per year

Email: mnissen@eastvaleca.gov

Address: 12363 Limonite Ave, Suite 910, Eastvale, CA 91752

Building Official, Building Plan Review, Building Inspection & Permit Technician;
Brief Contract Description: Engineering Plan Review, Construction Management and Inspection

Company Name: City of Wildomar, 2008 - Present Telephone Number: 951.677.7751

Contact Name: Gary Nordquist Contract Amount: Approx. \$2.3 M per year

Address: 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

Email: gnordquist@cityofwildomar.org

Building Official, Building Plan Review, Building Inspection & Permit Technician;
Brief Contract Description: Engineering Plan Review, Construction Management and Inspection

Company Name: City of Anaheim, 2015 - Present Telephone Number: 714.765.5153 ext. 5765

Contact Name: Bob Heinrich Contract Amount: Approx. \$1.8M per year

Email: bheinrich@anaheim.net

Address: 200 S. Anaheim Blvd, Anaheim, CA 92805

Brief Contract Description: Building Inspection, Permit Technician, On-Call Professional Engineering Services

SECTION 6

FINANCIAL CAPABILITY

FINANCIAL STATEMENT

A recent financial statement has been included in the Appendix of the "Original" proposal only.

ADMINISTRATIVE PROCEEDINGS, CLAIMS, & LAWSUITS

In 2016, a former employee filed a civil lawsuit (Sherry Beck v. Interwest Consulting Group, Inc. et al (8:16-cv-01084)), claiming unlawful termination. The case is currently pending in California Central District Court. Interwest contends that this claim is meritless.

SECTION 7

COST PROPOSAL

ATTACHMENT B

RFP No. 17-12 INSPECTION SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. 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 | Total Cost | Overtime rate |
|-----------------------------|-------------|------------|-------------------------|
| Administration | | | |
| Building Official | \$165 | \$ N/A | \$ 125% of proposed fee |
| Assistant Building Official | \$ 95 | \$ N/A | \$ 125% of proposed fee |
| Inspection | | | |
| Building Inspector | \$ 75 | \$ N/A | \$ 125% of proposed fee |
| Senior Building Inspector | \$ 80 | \$ N/A | \$ 125% of proposed fee |

| | | | |
|---|------------|--------|-------------------------|
| Combination Building Inspector | \$ 85 | \$ N/A | \$ 125% of proposed fee |
| Senior Combination Building Inspector | \$ 90 | \$ N/A | \$ 125% of proposed fee |
| Chief of Inspection (Supervisor) | \$ 95 | \$ N/A | \$ 125% of proposed fee |
| Certified CASP | \$ 110 | \$ N/A | \$ 125% of proposed fee |
| Code Enforcement Officer | \$ 75 | \$ N/A | \$ 125% of proposed fee |
| Sr. Code Enforcement Officer (Supervisor) | \$ 85 | \$ N/A | \$ 125% of proposed fee |
| Chief of Code Enforcement (Manager) | \$ 95 | \$ N/A | \$ 125% of proposed fee |
| Fire Inspector | \$ 95 | \$ N/A | \$ 125% of proposed fee |
| Fire Marshal | \$ 110 | \$ N/A | \$ 125% of proposed fee |
| Clerical staff | \$ 30 - 50 | \$ N/A | \$ 125% of proposed fee |
| Records Support staff | \$ 45 - 70 | \$ N/A | \$ 125% of proposed fee |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-------------------------------------|-----|
| Total Estimated Annual Price | N/A |
|-------------------------------------|-----|

SECTION 8

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.

SECTION 9

SAMPLE AGREEMENT

We have reviewed the sample agreement included in Appendix A of the RFP and propose no exceptions.

APPENDIX

- Company Profile & References
- Ex Parte Communications Certificate
- Disclosure of Government Positions
- Disqualifications Questionnaire
- Interwest Financial Statement (Included in the "Original" proposal only)

COMPANY PROFILE & REFERENCES**Company Profile**Company Legal Name: Interwest Consulting GroupCompany Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: _____

Business Address: 15140 Transistor Lane, Huntington Beach, CA 92649Website Address: www.interwestgrp.comTelephone Number: 714.899.9039 Facsimile Number: 714.899.9039Email Address: jross@interwestgrp.comLength of time the firm has been in business: 15 years Length of time at current location: 2Is 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: _____

Is your firm incorporated: ☒ Yes No If yes, State of Incorporation: ColoradoFederal Taxpayer ID Number: 73-1630909Regular business hours: 8AM to 5PMRegular holidays and hours when business is closed: Closed Saturdays and Sundays, New Years Day,Memorial Day, 4th of July, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Day (or observed)Contact person in reference to this solicitation: James G. Ross, Public Works Group LeaderTelephone Number: 714.742.1551 Facsimile Number: 714.899.9039Email Address: jross@interwestgrp.comContact person for accounts payable: Debra Thorson, Chief Financial OfficerTelephone Number: 303.479.4963 Facsimile Number: 714.899.9039Email Address: dthorson@interwestgrp.comName of Project Manager: Gilbert Petris, CBO, Project ManagerTelephone Number: 562.256.6621 Facsimile Number: 714.899.9039Email Address: gpétris@interwestgrp.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five 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 Lake Forest, 2009 - Present Telephone Number: 949.461.3460

Contact Name: Gayle Ackerman Contract Amount: NTE \$6.6M per year

Email: gackerman@lakeforestca.gov

Address: 25550 Commercentre Drive, Lake Forest, CA 92630

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

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Email: gnordquist@cityofwildomar.org

Building Official, Building Plan Review, Building Inspection & Permit Technician;

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Company Name: City of Anaheim, 2015 - Present Telephone Number: 714.765.5153 ext. 5765

Contact Name: Bob Heinrich Contract Amount: Approx. \$1.8M per year

Email: bheinrich@anaheim.net

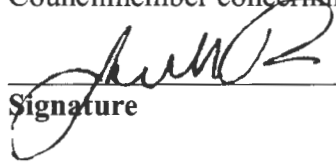
Address: 200 S. Anaheim Blvd, Anaheim, CA 92805

Brief Contract Description: Building Inspection, Permit Technician, On-Call Professional Engineering Services

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 **RFP No. 17-12 INSPECTION SERVICES** at any time after **April 12, 2017**.



Signature

Date: 4/26/17

James G. Ross, Public Works Group Leader
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **April 12, 2017** with a City Councilmember concerning **RFP No. 17-12 INSPECTION SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

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.

EXHIBIT C

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155 | | CONTACT NAME: Kathy Star PHONE (A/C, No, Ext): 800-873-8500 FAX (A/C, No): E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: XL Specialty Insurance Company NAIC # 37885 | |
| | | INSURER B: Travelers Indemnity Company of CT 25682 | |
| | | INSURER C: Travelers Property Cas. Co. of Amer 25674 | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED INTERCON35

Interwest Consulting Group
P.O. Box 18330
Boulder CO 80308

COVERAGES

CERTIFICATE NUMBER: 977522560

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | 6806H441235 | 11/14/2016 | 11/14/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | Y | Y | BA0J093233 | 11/14/2016 | 11/14/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | Y | Y | CUP1330T362 | 11/14/2016 | 11/14/2017 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | UB1339T934 | 11/14/2016 | 11/14/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Professional Liability Pollution Liab Included Claims Made | Y | | DPR9726823 | 11/14/2016 | 11/14/2017 | Per Claim \$2,000,000 Annual Aggregate \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Costa Mesa
770 Fair Drive
Costa Mesa CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Howard

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

| | | |
|---------------------------------------|-----------|---|
| AGENCY USI Colorado, LLC Prof Liab | | NAMED INSURED Interwest Consulting Group P.O. Box 18330 Boulder CO 80308 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this Insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Medical Payments Limit I. Increased Supplementary Payments J. Additional Insured – Owner, Manager Or Lessor Of Premises K. Additional Insured – Lessor Of Leased Equipment L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> N. Additional Insured – Architect, Engineer Or Surveyor O. Who Is An Insured – Newly Acquired Or Formed Organizations P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess Q. Per Project General Aggregate Limit R. Knowledge And Notice Of Occurrence Or Offense S. Unintentional Omission T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement U. Amended Bodily Injury Definition V. Amended Insured Contract Definition – Railroad Easement W. Amended Property Damage Definition – Tangible Property X. Additional Definition – Contract or Agreement Requiring Insurance |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
 - b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.
4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";
 5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. **Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

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H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

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However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B**; and
 - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

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X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

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available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL PROPERTY |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.6., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000,

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-1339T93-4

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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| 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:

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| 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;

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| 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.