

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of September, 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 plan check and permit processing 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 4, 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.

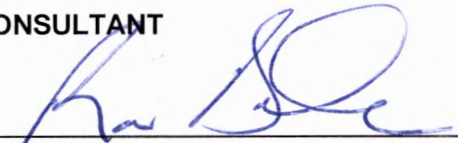
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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.

[Signatures appear on following page.]

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

CONSULTANT



Signature

Date: 9-7-17

Ron Beehler, 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 9/22/17

Brenda Green
City Clerk



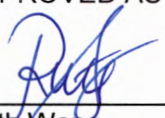
APPROVED AS TO FORM:



Thomas Duarte
City Attorney

Date: 09/20/17

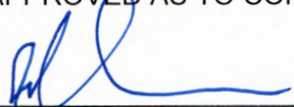
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/19/17


APPROVED AS TO CONTENT:



Issam Shahrouri
Project Manager

Date: 9.18.17

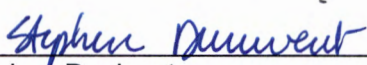
DEPARTMENTAL APPROVAL:



Barry Curtis, AICP
Economic and Development Services
Director

Date: 9.12.17

APPROVED AS TO PURCHASING:



Stephen Dunivent
Interim Finance Director

Date: 9.20.17

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A**SCOPE OF WORK****For****PLAN CHECKING AND PERMIT PROCESSING SERVICES**

The Development Services Department and the Fire and Rescue Department are soliciting proposals to provide plan checking and permit processing 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 plan check and permit processing staff to support new large development projects and augment staff in the City. Proposers are required to submit standard and overtime hourly rates for the following positions:

PLAN REVIEW
Plans Examiner
Plan Check Engineer
Chief Plans Examiner (Supervisor)
Permit Processing
Permit Technician I and II
FIRE
Fire Plans Examiner

A. Plan Check Services for Building Division

1. Plans may be assigned for review in one of two categories:

- **Standard Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. For all standard plan reviews, the City charges the customer 65% of the Building Permit fee. The Building permit fee is based on **Table 1-A of the 2001 California Building Code (Exhibit 1)**. The valuation is calculated based on the attached Building Valuation Data Table. The proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed.
- **Expedited Plan Check:** This process shall be employed when an applicant wishes to expedite the review of plans. Presently, applicants are allowed to negotiate timeframes and fees with any one of the City's consultants. The City is currently looking at modifying its existing procedures as follows:
 - The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The city shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City. The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

The proposal needs to address both scenarios for expedited plan review.

2. The City reserves the right to handle certain types of cases in the following manner, at the City's sole discretion:
- **Large Public Projects:** The City reserves the right to ask consultants to bid to check documents for large public improvements such as libraries and fire stations. In such cases, the City will solicit bids from its approved consultants and award the plan review to the lowest bidder.
 - **Large Private Projects:** If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.
3. The following general criteria apply to all plan check services provided to the Building Division:
- Assign regular office hours to plan review positions to perform in-house plan check services if so requested by the City.
 - Review construction plans and calculations thoroughly for compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, Costa Mesa Amendments to these codes, and other applicable governmental codes and regulations
 - Write clear and concise plan check corrections, and work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
 - E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
 - Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
 - Return plans to the City for the first check and resubmittals no later than City standards.
 - When requested by the City, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
 - Consolidate comments from various City departments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
 - Maintain communications with applicants and staff from the Building Division and other City departments. Respond to inquiries about projects from applicants.
 - Manage the project schedule in accordance with City's adopted timeframes.

- Utilize City electronic and paper files to research previous and/or related permits.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
- 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. Plan Check Services for Fire Department

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

- **Fire Protection System Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. For all standard plan reviews, the City charges the customer 65% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule (Exhibit 2)**. The proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed.
- **Fire and Life Safety Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.

C. Permit Processing

- Provide the services of permit technicians to cover the Building Division's public counter, answer phone calls, accept plan check applications, and issue permits.
- Maintain communications with applicants and other people contacted during the course of work, including staff from City departments. Respond to inquiries about projects from residents and applicants.
- Utilize City electronic and paper files to research previous and/or related permits.

EXHIBIT B
CONSULTANT'S PROPOSAL



June 2, 2017

Proposal to Provide
Plan Check and Permit Processing Services
RFP No. 17-22



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

June 2, 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 Plan Check and Permit Processing Services - RFP No. 17-22

Interwest Consulting Group is pleased to present this proposal to the City of Costa Mesa to provide as-needed plan check and permit processing services. Interwest provides building and safety, 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 the City's departments and development community.

Our highly qualified staff will provide standard building and fire protection system plan review, expedited plan check and permit processing services to supplement the City's existing plan check and permit processing staff. Our personnel have direct experience serving municipal clients and are equipped to make policy recommendations and address challenging code interpretation issues.

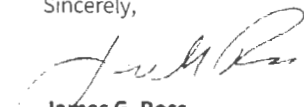
I will serve as the City's Principal-in-Charge and primary Interwest contact during the proposal evaluation period. I am an authorized representative of Interwest Consulting Group, able to sign all documents. **Gil Petris, CBO** will act as the Project Manager and as the City Liaison for this engagement. Our contact information is:

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
gpetris@interwestgrp.com

All services will be directed from our Huntington Beach office. We would be happy to answer any questions the City may have regarding our proposal, which remains valid for a period of 180 days. 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

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Terry Rodrigue, PE, TE</u>	<u>President/Owner</u>	<u>303.479.4955</u>
<u>Debra Thorson</u>	<u>CFO</u>	<u>303.479.4963</u>
<u>Michael Kashiwagi, PE</u>	<u>COO</u>	<u>916.273.4685</u>
<u>James G. Ross</u>	<u>Municipal Services Group Leader</u>	<u>714.742.1551</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 73-1630909City 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

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

- **Plan Checking Services**
- **Permit Processing Services**

We will also support the City's currently utilized **Express Plan Review** process for select applicants, as well as expedited plan check. We have participated in the Express Plan Review process, and understand the City's desire to move towards the proposed Standard Plan Review process (*detailed in RFP Attachment A, Scope of Work*), with the ability for expedited plan check services as needed.

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.

Interwest Consulting Group has **15 years of experience** providing the plan checking and permit processing 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.

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 Plans Examiners and Permit Technicians** with broad experience in jurisdictional procedures and the highest commitment to customer service.
- Services in a **cost-effective** manner that remains within the City's budget constraints.
- Staff coverage that is **tailored and flexible** to address peak workload demand and staff absences.

SECTION 2

COMPANY EXPERIENCE & CAPABILITIES

YEARS OF EXPERIENCE

Entity	Project Position	Years of Municipal Experience
Interwest Consulting Group	Consulting Firm	15
James G. Ross	Principal-in-Charge	35
Gil Petris, CBO	Project Manager / Chief Plans Examiner (Supervisor)	35

NUMBER OF PROJECTS

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 has 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, Bell and South El Monte. 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 providing 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 Southern California 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 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 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 Irvine	Building Plan Review, Building Inspection, Engineering Plan Review, Grading Inspection, Engineering Counter Services
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 Pomona	Building Official, Building Plan Review, Building Inspection & Permit Technician; Engineering Plan Review, Construction Management and Inspection Services
City of Rancho Cucamonga	Building Plan Review & Inspection
City of Redlands	Building Plan Review & Inspection
City of Rialto	Building Plan Review
City of Santa Clarita	Building Plan Review & Inspection
City of Tustin	Building Plan Review & Inspection
City of Upland	Building Official, Building & Fire Plan Review
City of Vernon	Building 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

PLAN REVIEW SERVICES IMPLEMENTATION PLAN



Interwest staff will perform plan review as required by the City of Costa Mesa. These reviews will range from small projects to complete commercial/industrial plan review based on the City's Municipal Codes and latest version of Title 24 Building Codes, part 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11 and 12, which cover structural, fire prevention, life safety, disable access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings. Our plan review team is very familiar with all

codes and amendments utilized in the City of Costa Mesa. We understand City requirements and are eager to continue providing these services to the City.

All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or licensed Architect and an ICC/CASp-certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for on-site or off-site services, structural plan review services and non-structural plan review services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff works with project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards or local ordinances. Providing thorough plan reviews results in complete and accurate construction documents, minimizing questions and potential problems during the construction phase of projects.

Plan Processing Requirements for the Building Division / Fire Department

As outlined in the RFP, we will perform plan review services for the City of Costa Mesa in the manner set forth below:

- The City will transmit all plans and corresponding project documentation directly to Interwest's staff for review and approval.
- Interwest will develop and furnish the City's Building Official/Fire Code Official and applicant with a complete and legible written list of all corrections for each plan review performed.

- The City will provide Interwest any subsequent resubmittal, if applicable. If resubmittals are received directly from the applicant, Interwest staff will acknowledge the resubmittal and inform the City when it has been received.
- Interwest staff will sign and stamp two sets of plans and corresponding documents when the plan check and recheck processes are complete and the plans are deemed to be fully code compliant. Said stamp will include the company identification, a mark, “approved,” and each page of both sets of plans will include this stamp.
- Interwest will return all documents, completely and appropriately assembled, to the City of Costa Mesa. Interwest will not return documents that need to be sorted and/or assembled to the City.
- Only Interwest staff that possesses current certification as a CASp member will perform accessibility review. All other reviewers will possess all necessary and current certifications required by State law to perform their reviews.

Plan Conveyance

Interwest will arrange to have all plans and corresponding documents delivered to our offices via US Mail, GSO or other delivery system at no cost to the City. Once the plan review has been completed, we will return all plans and corresponding documents to the City via overnight courier at no cost to the City.

Time of Performance

We are committed to completing plan reviews as prompt or sooner than a jurisdiction’s own internal schedule and work hard to accommodate any turn-around schedule desired by our clients. Multi-disciplinary reviews are typically performed in our offices but we are available for on-site work when required and whenever possible.

Type of Job	Maximum Turn-Around Time	
	First Check	Re-Check
COMMERCIAL & RESIDENTIAL		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
LARGE PROJECTS		
New Construction	14 Working Days	7 Working Days

Technical Support

Interwest Consulting Group’s staff of engineers and plans examiners will be available for technical support on an as-needed basis. This will include but will not be limited to pre-design, post plan review, pre-construction or site meetings with the City staff and/or permit holders, business owners, designers or other interested parties.

Plan Review Related Meetings

Our plans examiners are available for pre-construction or pre-design meetings, field visits, contacts with the design team and project owners as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we will plan review are considered as part of our plan review services. Our team of plans examiners are always willing to meet with applicants, designers, contractors and City staff as required to resolve plan review or construction-related issues.

Special Projects

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

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

Plan Review Tracking Method

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

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the plan review process from the moment a project is received to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle, due dates and completion dates for current reviews are tracked. Our custom database can provide real time, online tracking information available to the City with a custom-designed web template geared to provide any project status information required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls and/or emails within 24 hours.

Electronic Plan Review

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California and we are prepared to provide electronic plan check services for the City of Costa Mesa.

Many jurisdictions are seeing the benefits of electronic plan review, especially for large, complex projects. Electronic plan review services deliver many benefits to cities, including substantially improved turn-around times, secured accessibility to documents and reduced paper storage. Our experienced staff can work closely with the City on any electronic plan check method that is utilized. Our goal is always to collaborate with and support the Building Division and Fire Department by providing thorough, accurate and timely plan reviews.

Customer Service

Interwest's priority is providing outstanding customer service to our clients and their applicants. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible.

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

Interwest's plans examiners and permit technicians understand the importance of providing superior customer service to City staff, the community, applicants, contractors, and designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to have a "can do" attitude and to work as part of the project team to ensure successful project outcomes.

TECHNICAL CAPABILITIES IN PLAN CHECK AREAS

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. We will conduct accelerated and expedited plan reviews on an as-needed basis, as requested by the City's representative.

Architectural / Fire & Life Safety

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

- California Code of Regulations, Title 24, Parts 1 through 6, 8, 9, 10, 11 and 12. The CA Building Codes.
- International Building Code (IBC)
- ANSI Standards
- NFPA Codes & Standards
- Jurisdiction-Adopted Amendments or Ordinances

Structural

Our structural plan reviewers will verify that structural designs are in compliance with applicable structural building code requirements for the materials and structural system utilized in the design. Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- Wood
- Masonry
- Concrete
- Steel

Our engineers have designed or reviewed a wide array of structural systems including:

- FEMA Compliant Steel Moment Frames
- Buckling Restrained Braced Frames Energy Dissipation Systems
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shear-wall Systems
- Masonry Shear-wall Systems
- Concrete Shear-wall Systems
- Cantilevered Column Systems
- Pre-Stressed / Post-Tensioned Concrete

Our structural engineers are experienced with the provisions of most model building codes including current versions of:

- International Building Code (IBC)
- AISC 341 & 360
- Title 24, Part 2, Volume 2, California Code Regulations
- ASCE 7-10
- FEMA 350, 351 & 353
- ANSI/AF & PA NDS
- ACI
- NEHRP

Mechanical, Plumbing & Electrical

Interwest staff is well versed in the California Mechanical, California Plumbing and the California Electrical codes. We review submitted design documents to ensure compliance with applicable codes. All staff is appropriately certified and/or licensed in the State of California. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-Adopted Amendments or Ordinances

Other review services are provided based on current editions of local or national standards such as:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 13 (automatic fire sprinkler systems)

- NFPA Standards 14 (standpipes)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- International Mechanical Code
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code
- FEMA & NEHRP Requirements for Existing Building

Fire Plan Review

Our Fire Plans Examiners are well-versed with the use and application of the following model codes, standards and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- National Fire Protection Referenced Standards pursuant to the above Codes
- Municipal, State or Federal regulations enforced by Fire Departments and Fire Districts.

Interwest Consulting Group’s staff is active with California Fire Prevention Officer’s Association as well as local chapters of Building Officials Organizations throughout the State of California and Nevada. Our fire staff is active with the California Building Officials and participates in industry events. Interwest Consulting Group’s staff has also authored a comparison of the UFC to the IFC for the California Fire Prevention Officer’s Association.

T24 Energy

Our engineers and plan reviewers are up to date on all California Energy requirements as they relate to both new and remodel construction for residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. The most recent standards (2016) went into effect on January 1, 2017, and the 2019 standards are currently in development.

Green Building Standards

Our staff is familiar with the incorporation of CALGreen building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various “green” standards for super adobe, rammed earth, and straw bale construction, to name a few. We have also plan reviewed straw bale, stress skin, and insulated concrete form constructed homes.

LEED

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

ADA Evaluation & Compliance Review

Our architects, plans examiners, and CASp-certified plan review staff are fully trained and familiar with CA Building Code Access requirements, State laws, and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law ‘interpretation,’ hardship and code/law changes.

Certified Access Specialists (CASp)

Interwest has CASp-certified individuals on staff knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with rules and regulations, we will supply a CASp-certified professional to review all plans for accessibility.

Flood Zones

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

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Interwest has provided numerous OSHPD 3 plan reviews for clients such as Sutter Health, Lodi Regional Health, Marshal Hospital, DaVita Dialysis Centers as well as numerous smaller private clinics. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code.

BUILDING PERMIT PROCESSING SERVICES IMPLEMENTATION PLAN

Interwest will provide qualified and customer service-oriented permit technicians to handle the counter, answer phone calls, and issue permits. Interwest's permit technicians will be familiar with the City of Costa Mesa's plan intake procedures, fee calculations, tracking systems, permit issuance and customer service expectations as required to provide seamless service to the City's clients.



Interwest's permit technicians shall:

- Enter permit and related data into the City's permit tracking system;
- Research, compile and prepare various limited reports and presentation graphics;
- Assist the general public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status;
- Accept permit and related applications and collect fees;
- Screen plans and application materials for completeness and for conformance with the City's ordinances, standards, policies, and guidelines;
- Review application materials for compliance with conditions of project approval;
- Route plans to other City departments for review;
- Approve and issue minor permits;
- Research and respond to public inquiries;
- Build and maintain positive working relationships with co-workers, City staff and the public using principles of good customer service; and
- Perform related duties as assigned.

Our permit technicians shall perform their required duties at the City's Building Department under the direction of City staff. The City of Costa Mesa shall supply all on-site materials, resources, tools and City policy training.

SECTION 4

STAFFING

STAFFING PLAN

RFP NO.17-22-C01668

STAFFING PLAN

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Gilbert Petris, CBO	Chief Plans Examiner (Supervisor) - Project Manager	35
Mark Berg, CBO	Plans Examiner	26
Chandra Desai, PE	Plan Check Engineer	30
Bill Tewfik, PE, CASp	Plans Examiner (CASp)	36
Jeffrey Tol, ICC	Permit Technician	5
Harold Bessette, ICC	Fire Plans Examiner	20

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

Name	Classification/Title	Years of Experience
Terence Chan, PE	Plan Check Engineer	29
Sandra Schmitz, PE	Plan Check Engineer	6
Tony Dormanesh, PE, CASp	Plans Examiner (CASp)	39
Denise Wilfinger, ICC	Permit Technician	15
Todd Rudatis, ICC	Fire Plans Examiner	30

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.

Additional Alternate Staff

- + Sal Kaddorah, PE - Plan Check Engineer (32 years of experience)
- + Oliver Roan, SE, PE - Plan Check Engineer, Structural (38 years of experience)
- + Roger Peterson, SE - Plan Check Engineer, Structural (30 years of experience)
- + Bill Rodgers, SE - Plan Check Engineer, Structural (28 years of experience)
- + John Weninger, SE - Plan Check Engineer, Structural (32 years of experience)

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RESUMES OF PRIMARY STAFF

We have included resumes for primary staff following this page.



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

OFFICE LOCATION:

Chief Plans Examiner (Supervisor) | Project Manager Huntington Beach

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 | Huntington Beach, CA

Serves Southern California clients in the capacity of building official managing all aspects of the building department; including timely plan reviews, thorough inspections, accurate permit issuance and other administrative duties.

Building Official, 2010-2013, City of Signal Hill, CA

Managed all aspects of the building department including; budget, plan reviews, inspections, fee calculations, building processes, oil field services, staff mentoring and management. 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. 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. Collaboratively worked with City Council members and all department heads. Attended City Council and Planning Commission Meetings.

Principal Building Inspector, 1990-2010, City of Signal Hill, CA

Responsible for Building Official duties including managing the budget, fee calculations, plan checks and plan check processing, oil field inspections and other various duties at the City of Signal Hill. 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. Assisted in zoning, general land use and code enforcement inspections.

Participated in Housing Rehabilitation Program activities; conferred and provided technical assistance to home owners; performed inspections and identified deficiencies. Conferred with architects, contractors, builders, oil operators and the general public in the field and office; 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, CA

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. Inspected the methods and practices for the installation of structural components, fire and life safety features and systems, electrical plumbing and electrical systems. Inspected excavation drainage systems.

Answered inquiries and maintained records of inspections activities. Made pre-site inspections for permit applications and coordinated inspections with other agencies and organizations. Inspected mobile homes and mobile home parks. Responsible for repair and maintenance of all City streets, buildings and parks.



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EXPERTISE

Building Plans Examination
Building Inspections
Codes & Regulations
Code Enforcement

EDUCATION

Bachelors, Public Administration
Minor in English
California Baptist University
2003

Associates of Science, Construction
Technology
Riverside Community College
1999

Associates, Physical Education
Riverside City College
1983

REGISTRATIONS CERTIFICATIONS

International Code Council | 0859362

ICC Certified Building Official
ICC Certified Building Code Official
ICC Certified Fire Code Official
ICC Certified Building Plans Examiner
ICC Fire Plans Examiner
ICC Combination Inspector
ICC Certified Building Inspector
ICC Certified Fire Inspector I
ICC Certified Fire Inspector II

AFFILIATIONS

CALBO – Damage Assessment Committee
State Building Codes Committee
CACEO
CEC
ICC – Administrative Committee
NFPA – Building Systems Committee
IAPMO – Code Interpretation Committees for
UPC, UMC
IAEI
City of Riverside Parks, Recreations and
Community Services Commission

Mark Berg, CBO

Plans Examiner

OFFICE LOCATION:
Huntington Beach

Mark is an ICC Certified Building Official, Plans Examiner and Building Inspector with experience performing life-safety, architectural, mechanical, plumbing, electrical, and structural reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also makes a difference to our clients and those he works with through his skills in complaint resolution, problem solving, damage assessment and team building.

PROJECT SPECIFIC EXPERIENCE

Building Official, Life Safety Plans Examiner & Building Inspector, 2017-Present, Interwest Consulting Group – Performing comprehensive plan review and inspection services for client agencies. Reviews residential and non-residential plans for compliance with California Building, Life Safety, Fire, Plumbing, Mechanical, Electrical Codes, Energy Standards, state and local building codes, policies, amendments, and ordinances.

Building Official, 2015-2017, City of Redlands, CA – Supervised staff coordination with cities, agencies and the public on various technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements. Investigated violations of building construction codes and determined necessity for issuance of legal complaints. Prepared and responded to correspondence pertaining to code enforcement matters including Notices and Orders to Comply, Abatement Notices, and requests for information.

Building Official, 2014-2015, City of Colton, CA – Supervised staff coordination with cities, agencies and the public on various technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements. Investigated violations of building construction codes and determined necessity for issuance of legal complaints. Prepared and responded to correspondence pertaining to code enforcement matters including Notices and Orders to Comply, Abatement Notices, and requests for information.

Building Inspector Supervisor, 2011-2015, City of Rancho Cucamonga, CA

Building Official (JAS Pacific), 2010-2011, City of El Monte & Hawaiian Gardens, CA

Code Enforcement Officer (JAS Pacific), 2009-2010, City of Desert Hot Springs, CA

Building Official, 2006-2009, City of Norco, CA

Building Division Manager, 2004-2006, County of Riverside, CA

Principal Building Inspector / Chief Disabled Access Compliance, 2003-2004, County of Riverside, CA

Building Inspector Supervisor, 2001-2003, County of Riverside, CA

Building Inspector II, 2000-2001, City of Irvine, CA

Plans Examiner - Sr. Building Inspector, 1991-2000, City of Irvine, CA

Plans Examiner - Sr. Building Inspector, 1991-2000, City of Temecula, CA



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E D U C A T I O N

Master of Science
Civil/Structural Engineering
University of Illinois

**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**

Professional Civil Engineer, CA |47213

ICC Certified Plans Examiner

Chandra Desai, PE

Plan Check Engineer

OFFICE LOCATION:

Huntington Beach

Chandra has over 30 years of experience in structural engineering, which includes design of structures for residential, commercial and industrial facilities. He has designed steel and concrete structures for nuclear, petro-chemical and gas plants. His experience also includes more than 15 years of plan checking for the County of Riverside for engineering and non-structural plans for all types of buildings.

Chandra has a calm, diplomatic management style where he concentrates on the complicated task at hand resolving issues and solving problems quickly and easy to the satisfaction of all parties involved.

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

Plan Check Engineer, 2014-Present, Interwest Consulting Group – Chandra serves a variety of clients on a contract basis providing comprehensive plan review services. His recent projects include several industrial tilt-up buildings in Mira Loma, track homes for various developers, and the Racetracks in Palm Springs.

Plan Check Engineer, 1999-2014, County of Riverside, CA – Responsibilities included plan review for residential, industrial, commercial and miscellaneous structures for both engineering and non-engineering issues. Worked with outside engineers, architects and other consultants to coordinate and resolve plan review related issues to expedite permit processing and field problem resolution. Helped junior engineers, inspectors and front counter staff to resolve any code related issues.

Principal Engineer, 1980-1983, 1987-1999, Parsons Corporation – Responsibilities included design of steel and concrete structures for petro-chemical plants, gas plants and industrial facilities. Prepared and checked structural design calculations, cost estimates and construction drawings. Extensive use of in-house computer programs and other structural programs in preparing calculations and drawings. Supervised four to six junior engineers and CAD operators in producing construction documents. Prepared cost estimates and man-hour estimates for future and ongoing projects.

Senior Engineer, 1983-1987, Sargent and Lundy – Work included design of steel and concrete structures for nuclear power plant buildings. Prepared structural calculations for reinforced concrete and steel structures for reactor building and auxiliary building per NRC requirements. Worked on Job site for two years to resolve construction problems and coordinated field activities.



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E D U C A T I O N

Bachelor's of Science, Civil Engineering,
Alexandria University, Egypt, 1979

**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**

Professional Civil Engineer, CA | C50505

Certified Access Specialist (CASp) | 367

ICC Certified Building Official,
Plans Examiner, and Building Inspector

Bill Tewfik, PE, CBO, CASp

Plans Examiner (Certified Access Specialist)

OFFICE LOCATION:
Huntington Beach

Bill is a registered engineer and CASp professional with more than 35 years of industry experience, including 23 years serving the City of Garden Grove's Building Division.

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

Plan Check Engineer | Certified Access Specialist, 2016-Present, Interwest Consulting Group – Bill performs architectural and structural review of commercial, industrial, and residential buildings for compliance with State regulations and City ordinances pertaining to model codes, interacting with engineers, architects, contractors, developers, and property owners to provide interpretation and assistance on building code related issues and assisting counter personnel with permit issuance.

Building Official, 2012-2016, City of Garden Grove – Bill was responsible for the planning and managing of the daily operations of the City's Building Division, including the plan check section, permit counter and inspection activities. Bill also provided technical support to various City Departments regarding building related issues. He performed a variety of complex technical work to ensure compliance with applicable codes, and educated employees on different code topics.

Plan Check Engineer, 1993-2012, City of Garden Grove – In this role, Bill performed architectural and structural review of commercial, industrial, and residential buildings for compliance with State regulations and City ordinances pertaining to model codes, interacting with engineers, architects, contractors, developers, and property owners to provide interpretation and assistance on building code related issues and assisting counter personnel with permit issuance.

Contract Engineer, 1991-1993, Freelance – During this time, Bill prepared plans and performed structural engineering consulting services for private clients.

Project Engineer, 1990-1991, McLean and Schultz – In the role of Project Engineer, Bill participated in various office projects including the design of steel structures and reinforced concrete foundations for industrial facilities. Other duties included checking the stability of existing structures to meet the minimum seismic force requirement and structural design work for renovating existing structures (wood, masonry, concrete) to accommodate the revised architectural design.

Project Engineer

1987-1990	Battaglia Associates
1981-1987	Severud Associates, New York
1980-1981	Mecan Arbed Company, Egypt

Bill's responsibilities included the design of steel and reinforced concrete structures for the "Lotte World" indoor and outdoor theme park in South Korea. He also reviewed engineering consultant plans to ensure compliance with the architectural design intent and coordinated with contractors in the field, solving problems which arise during the construction phase.



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EXPERTISE

Permit Technician
Code Interpretation
Construction Concept | Scope
Customer Service
Building Inspections

EDUCATION

Associate of Science,
Construction Inspection
San Bernardino Valley College, 2013

Certificate
Construction Inspection Program
San Bernardino Valley, College, 2012

CERTIFICATIONS

International Code Council | 8071880

ICC Certified Residential
Building Inspector

ICC Certified Commercial
Building Inspector

Jeffrey Tol
Permit Technician

OFFICE LOCATION:
Huntington Beach

Jeffrey, an ICC Certified Residential and Commercial Building Inspector, has experience managing all aspects of the building permit counter from the initial point of contact through permit issuance. Additionally, Jeffrey has experience providing building inspection services for both residential and commercial properties. Jeffrey's many years of working in a jurisdiction is evident in his ability to provide excellent service to clients as well as applicants and complete tasks in an accurate, timely and friendly manner.

PROJECT SPECIFIC EXPERIENCE

Permit Technician / Building Inspector, 2017-Present, Interwest Consulting Group – Jeffrey assists the public at the front counter; issues permit applications, answers questions on policies and procedures. Receives and reviews completed building permit applications, ensures information is accurate and in compliance with building and other related codes. His responsibilities include calculating and estimating fees for permits, collecting fees for various applications, and inputting all information into a computer database and routing all plans to the required building department associate. Additionally, Jeffrey provides building inspection services to Southern California clients utilizing CA building codes, regulations and ordinances.

Building Inspector / Permit Technician, 2014-2016, RKA Consulting Group | Walnut, CA – Jeffrey provided building inspection and permit technician services to the City of Diamond Bar. His role included inspection residential and commercial properties to ensure safe building practices and to verify construction satisfies the municipal codes and minimum building codes. He provided assistance at the Building & Safety Division Counter to issue permits, take in and route plans for plan check, schedule inspections, and assist the general public. Jeffrey responded to complaints for building code violations and monitored the progression of code enforcement cases through compliance by the responsible parties.

Repair Inspector, 2012-2014, Swimplicity Pool and Spa | La Verne, CA – Jeffrey provided inspection services for new clients. He inspected and maintained existing pool equipment to make sure equipment is installed correctly and complied with minimum building codes.

Service Representative, 2009-2010, Skillmasters Diesel | Ontario, CA – Jeffrey provided services to the Valley Power Systems in the City of Industry. He provided diesel parts services to the Back Parts Counter.

Estimator / Inspector / Project Coordinator, 2003-2008, Stec Roofing | Azusa, CA – Jeffrey coordinated roof installations to insure inspection requirements are met as pertaining to the City of County Permits. He verified the roof installations to meet the minimum building codes, performed roof certification inspections to fulfill lender verification requirements, and inspected commercial and residential roofs for compliance with minimum building codes.



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EXPERTISE

Fire Plan Review
Fire Sprinkler Systems
Code Interpretation
Project Management

EDUCATION

Certificate in AutoSprink
Las Vegas, NV | 2009

Fire Protection Engineering
University of California, Davis
1996

CERTIFICATIONS

International Code Council | 8562735
ICC Commercial Fire Sprinkler Plans
Examiner

AFFILIATIONS

National Fire Protection Association
(NFPA)

Office of the State Fire Marshal
(Licensed 2012)

Harold Bessette

Fire Plans Examiner

Harold brings nearly 20 years of fire protection service experience having worked as a designer for fire sprinkler systems. Harold has an extensive record of successfully reviewing all phases of highly complex projects. He is accomplished in all duties including plan review and approval, project management, scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance.

OFFICE LOCATION:

Huntington Beach

PROJECT SPECIFIC EXPERIENCE

Fire Protection Plans Examiner, 2016-Present, Interwest Consulting Group | Huntington Beach, CA – Harold performs fire plan review services for various jurisdictional clients in Southern California. He reviews both commercial and residential plans and specifications for building construction projects to ensure compliance with applicable codes and ordinances as well as hydraulic calculations for fire sprinkler systems.

Engineering Manager, 2014-2016, XL Fire Protection, Inc. | Santa Ana, CA – Harold managed and oversaw all Designers, Engineers, and projects from design concept and coordination through final construction. He interpreted and implemented all current construction codes for proper design (2013 CBC W/LA City/County Amendments, 2013 NFPA 13, 14, 20 and 22, City of Los Angeles Plumbing Code – Division 20 and LA County Regulation #7). Harold assessed and confirmed secondary water supply requirements for pump-fed High Rise projects based on Occupancy and required water supply durations. Responsibilities included, scheduling and tracking of submittals through entire permit and approval process.

Fire Sprinkler Designer, 2013-2014, XL Fire Protection, Inc. | Santa Ana, CA – Harold designed and coordinated large scale residential and commercial projects including high-rise and advanced fire pump design. He completed stock listing utilizing HydraCad/ AutoCAD, 3D Coordination with NavisWorks.

Fire Sprinkler Designer / Fire Protection Consultant, 2006-2013, SPRINKS, Inc. | Riverside, CA – Harold designed detailed Fire Sprinkler Systems for Permit and Installation using AutoCAD/HydraCad. He identified the most efficient and acceptable resolutions to complex engineering problems for specified hazards and occupancies. His responsibilities included consulting on numerous projects for High-Piled Storage and Flammable Liquids Applications and Storage, Plan Check for residential properties, and he planned, scheduled and coordinated detailed phases of large-scale projects.

Fire Sprinkler Designer / Project Manager, 1998-2006, Cosco Fire Protection, Inc. | Livermore, CA – Harold designed and worked as a project manager for multiple large-scale residential and commercial projects. His responsibilities included monitoring and processing RFI's, RFP's, Field coordination and scheduling.

SECTION 5

QUALIFICATIONS

STAFF QUALIFICATIONS

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

Gil Petris, CBO, Chief Plans Examiner (Supervisor) – Gil 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.

Mark Berg, CBO, Plans Examiner – Mark is an ICC Certified Building Official, Plans Examiner and Building Inspector with more than 26 years of experience performing life-safety, architectural, mechanical, plumbing, electrical, and structural reviews in residential, multi-family and commercial projects.

Chandra Desai, PE, Plan Check Engineer – Chandra has more than 30 years of experience in structural engineering review of residential, commercial and industrial facilities, and designing steel and concrete structures for industrial plants. For more than 15 years, he plan-checked engineering and non-structural plans for all building types for Riverside County.

Bill Tewfik, CASp, PE, CBO, Plan Check Engineer (CASp) – Bill is a registered engineer and Certified Access Specialist with more than 35 years of industry experience. He spent 23 years serving the City of Garden Grove’s Building Division.

Jeffrey Tol, ICC, Permit Technician – Jeff has 5 years of experience providing customer assistance including issuances of permits, reviews, plan check and processing of residential and commercial construction documents and applications received.

Harold Bessette, ICC, Fire Plans Examiner – Harold brings 20 years of fire protection service experience, having worked as a designer for fire sprinkler systems. He reviews both commercial and residential plans and specifications for building construction projects.

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 has extensive experience and a proven track record of successfully providing building and safety 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. We are 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 Specialists (CASp), Architects, and other professionals specializing in providing complete plan review and inspection services to local government agencies.

REFERENCES

RFP NO.17-22-C01668

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

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: mlazzaretto@ci.pomona.ca.us

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

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

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

Confidential financial statements are 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, in California Central District Court. The case was settled on May 8, 2017.

SECTION 7

COST PROPOSAL

In order to provide cost certainty to the City, as detailed in this section, we offer to provide plan review services for a percentage of the fees collected by the City, based on the City’s fee schedule, including Energy, CALGreen, and Accessibility Fees where applicable.

At the City’s request and by mutual agreement, we will provide additional services to the Building Division and Fire Department on an hourly basis, including review of deferred submittal items, meeting with developers and design professionals to discuss large or unique projects prior to plan check submissions, testifying in court, assisting with inspection services during emergencies or natural disasters, etc., at the hourly rates designated in **Attachment B, Cost Proposal**.

We offer to provide on-site services from our Permit Technician I and II and Permit Processing staff on an hourly basis, at the hourly rates designated in **Attachment B, Cost Proposal**.

We understand that the City may ask approved consultants to submit bids in response to the City’s request to check documents for large public improvement projects, such as libraries and fire stations, and we will be prepared to respond promptly to such requests.

We understand that for certain large private projects, the City may authorize customers to negotiate directly with Interwest for plan check services, on a schedule and at a fee that is directly negotiated between the customer and Interwest.

Fees for Express Plan Review:

For the presently utilized Express Plan Review process, we will negotiate plan review turn-around times and plan review fees directly with the applicant. Our typical charge for Express Plan Review services is 75% of the plan review fee established by the City’s adopted fee schedule. Plan review turn-around times will meet or be less than the plan review turn-around times presently utilized by the City, as shown in **Section 3 – Approach & Methodology, Time of Performance**, on page 5.

Fees for Complete Standard Building and Fire Protection System Plan Review:

- 70% for Residential first time check and two re-checks. Hourly rates apply for subsequent re-checks
- 70% for Commercial first time check and two re-checks. Hourly rates apply for subsequent re-checks

Fees for a Structural-Only Plan Review:

- 40% for first time check and two re-checks. Hourly rates apply for subsequent re-checks

Fees for Expedited Plan Check:

- 125% of the above fees. Initial review will be completed in half the time specified by the City's standard for review. Time for rechecks will remain the same.

Overhead costs, including mileage:

- Mileage does not apply, and there is no charge for courier or shipping services.

On the following page, we provide hourly rates and overtime rates by job title.

ATTACHMENT B**COST PROPOSAL
RFP No. 17-22
PLAN CHECKING AND PERMIT PROCESSING 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	Overtime rate
Plans Examiner	\$ 90.00	\$ 112.50
Plan Check Engineer	\$ 125.00	\$ 156.25
Chief Plans Examiner (Supervisor)	\$ 110.00	\$ 137.50
Permit Processing	\$ 50.00-\$65.00 depending on qualifications	\$ 125% of proposed hourly rate
Permit Technician I and II	\$ 65.00 / \$70.00	\$ 125% of proposed hourly rate
Fire Plans Examiner	\$ 90.00	\$ 112.50
	\$	\$
	\$	\$

Total Estimated Annual Price	\$ N/A
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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.

APPENDICES

Following this page, we have included the following forms:

- Company Profile (*Company References included on page 20*)
- Ex Parte Communications Certificate
- Disclosure of Government Positions
- Disqualifications Questionnaire
- Addendum No. 1
- Interwest Confidential Financial Statement
(*included in "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

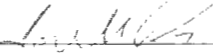
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

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, Municipal Services 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: gpetris@interwestgrp.com

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. 17-22 PLAN CHECK AND PERMIT PROCESSING SERVICES** at any time after **May 19, 2017**.


Signature

Date: May 31, 2017

James G. Ross, Municipal Services Group Leader
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 19, 2017** with a City Councilmember concerning **RFP No. 17-22 PLAN CHECK AND PERMIT PROCESSING 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.



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
PLAN CHECK AND PERMIT PROCESSING SERVICES
RFP No. 17-22**



**DEVELOPMENT SERVICES DEPARTMENT
CITY OF COSTA MESA**

Released on May 24, 2017

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your bid. This addendum is hereby made part of the referenced bid as through fully set forth therein. Any questions regarding this addendum should be addressed to

Stephanie Urueta, email stephanie.urueta@costamesaca.gov

II. GENERAL INSTRUCTIONS AND PROVISIONS

- **Staffing:** Proposer shall complete a Staffing Plan, **Appendix B**, and submit herein.
 1. Proposer shall include Names, Classification/Title and years of experience.
 2. Proposer shall include resumes for each individual who would be providing services to the City, which will include experience/qualifications, education and licenses/designations. Also, include the office location(s) from which those individuals work.
- **Cost Proposal:** All Proposers are required to use Cost Proposal, **Attachment B**, to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

ATTACHMENT A

SCOPE OF WORK FOR

PLAN CHECKING AND PERMIT PROCESSING SERVICES

- Exhibit 1 – Table 1-A of the 2001 California Building Code

2001 CALIFORNIA BUILDING CODE

106.4.1
107.5.2

authorizations from the building official, and all work regulated by this code shall be done in accordance with the approved plans.

The building official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted.

106.4.2 Retention of plans. One set of approved plans, specifications and computations shall be retained by the building official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

106.4.2.1 [For HCD 1] Retention of plans.

NOTE: Reference Building Standards Law, Health and Safety Code, Sections 18950 and 18951, for provisions related to permanent retention of plans.

106.4.3 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based on plans, specifications and other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this code or of any other ordinances of this jurisdiction.

106.4.4 Expiration. Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

106.4.5 Suspension or revocation. The building official may, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 107 — FEES AND PLAN REVIEW

107.1 General. Fees shall be assessed in accordance with the provisions of this section or shall be as set forth in the fee schedule adopted by the jurisdiction.

107.1.1 [For HCD 1] General. Subject to other laws, reference State Housing Law, Health and Safety Code, Division 13, Part 1.5, Section 17951 and California Code of Regulations, Title 25, Division 1, Chapter 1 commencing with Section 1 for the local enforcement agency's authority to prescribe fees.

107.1.2 [For HCD 1] Plan review and time limitations. Subject to other provisions of law, provisions related to plan checking, prohibition of excessive delays and contracting with or employment of private parties to perform plan checking are set forth in State Housing Law, Health and Safety Code, Section 17969.1 and for employee housing, Health and Safety Code Sections 17021 and 17055.

107.2 Permit Fees. The fee for each permit shall be as set forth in Table 1-A.

The determination of value or valuation under any of the provisions of this code shall be made by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, taping, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

107.3 Plan Review Fees. When submittal documents are required by Section 106.3.2, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A.

The plan review fees specified in this section are separate fees from the permit fees specified in Section 107.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 106.3.4.2, an additional plan review fee shall be charged at the rate shown in Table 1-A.

107.4 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

107.5 Investigation Fees: Work without a Permit.

107.5.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

107.5.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Table 1-A. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

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TABLE 1-A

2001 CALIFORNIA BUILDING CODE

TABLE 1-A - BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$25.50
\$501.00 to \$2,000.00	\$25.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.19 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge—two hours)	\$47.00 per hour ¹
2. Reinspection fees assessed under provisions of Section 305.8	\$47.00 per hour ¹
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$47.00 per hour ¹
4. Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour)	\$47.00 per hour ¹
5. For use of outside consultants for plan checking and inspections, or both	Actual costs ²

¹On the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

ATTACHMENT B

**COST PROPOSAL
RFP No. 17-22**

PLAN CHECKING AND PERMIT PROCESSING 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.

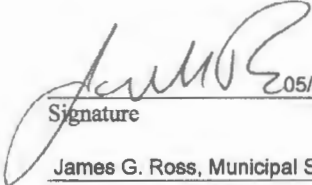
Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor 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	Overtime rate
Plans Examiner	\$	\$
Plan Check Engineer	\$	\$
Chief Plans Examiner (Supervisor)	\$	\$
Permit Processing	\$	\$
Permit Technician I and II	\$	\$
Fire Plans Examiner	\$	\$
	\$	\$
	\$	\$

Total Estimated Annual Price	\$
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All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.



Signature

05/31/2017

Date

James G. Ross, Municipal Services Group Leader

Typed Name and Title

Interwest Consulting Group, Inc.

Company Name

15140 Transistor Lane

Address

Huntington Beach, CA 92649

City

State

Zip

EXHIBIT C
CERTIFICATES OF INSURANCE



ADDITIONAL REMARKS SCHEDULE

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

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.

- | | |
|---|--|
| <p>A. Broadened Named Insured</p> <p>B. Incidental Medical Malpractice</p> <p>C. Reasonable Force – Bodily Injury Or Property Damage</p> <p>D. Non-Owned Watercraft – Increased To Up To 75 feet</p> <p>E. Aircraft Chartered With Crew</p> <p>F. Extension Of Coverage – Damage To Premises Rented To You</p> <p>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p>H. Medical Payments Limit</p> <p>I. Increased Supplementary Payments</p> <p>J. Additional Insured – Owner, Manager Or Lessor Of Premises</p> <p>K. Additional Insured – Lessor Of Leased Equipment</p> <p>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</p> <p>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</p> | <p>N. Additional Insured – Architect, Engineer Or Surveyor</p> <p>O. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</p> <p>Q. Per Project General Aggregate Limit</p> <p>R. Knowledge And Notice Of Occurrence Or Offense</p> <p>S. Unintentional Omission</p> <p>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p>U. Amended Bodily Injury Definition</p> <p>V. Amended Insured Contract Definition – Railroad Easement</p> <p>W. Amended Property Damage Definition – Tangible Property</p> <p>X. Additional Definition – Contract or Agreement Requiring Insurance</p> |
|---|--|

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**

COMMERCIAL GENERAL LIABILITY

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.

COMMERCIAL GENERAL LIABILITY

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.

COMMERCIAL GENERAL LIABILITY

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.

COMMERCIAL GENERAL LIABILITY

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

COMMERCIAL GENERAL LIABILITY

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.

- | | |
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| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|--|---|

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.5., 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

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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