

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 10 day of October , 2017, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter referred to as "City," and **INTERWEST CONSULTING GROUP**, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City has determined that there is a need for an experienced firm to provide Plan Check Contractual Services and other Contractual Services as needed. (the "Project");

WHEREAS, City desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

1. SCOPE OF WORK

City agrees to retain Consultant, and Consultant agrees to perform the services set forth in the **Scope of Services** described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TERM AND TERMINATION.

The term of the agreement shall commence on **October 10, 2017 and be effective**

through October 31, 2018, with an option to extend said agreement additional three (3) years, for a total performance period of four (4) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with proposal, which is attached as Exhibit "A", and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.

3. COMPENSATION.

CONSULTANT shall be compensated as follows:

A. AMOUNT: Total Compensation under this agreement shall not exceed (NTE) amount of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, per year, payable in arrears and in accordance with proposal in Exhibit "B"

B. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of City, Consultant shall provide City with all records pertaining to this Agreement.

C. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to City in accordance with the charges and FEE SCHEDULE included in Exhibit "B" except as otherwise set forth herein.

D. Monthly Payment

1. City agrees to pay Consultant, in accordance with the payment rates and terms and the as set forth in the Fee Schedule included in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to City the statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by City. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. City shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

E. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the **Community and Economic Development Director**.

3. TERMINATION

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

4. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section 21, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the City Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by Consultant under this Agreement.

5. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

6. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

7. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Except as otherwise expressly provided in (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant as provided for in Section III.

8. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

9. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. City will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by City.

Consultant shall provide to City certificates of insurance in a form acceptable to City indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that City is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by City and shall name the City of Garden Grove and its officers, councilmembers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force

and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against City.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and

its councilmembers, officials, officers, employees, agents or volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the City Manager.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Garden Grove and its councilmembers, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Garden Grove and its councilmembers, board members, officers, officials, employees, agents, or volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the City and its councilmembers, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove and its councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

4. 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. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to City.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

E. Verification of Coverage

Consultant shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences.

11. INDEMNITY

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the City of Garden Grove and its councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then City will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to City for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits

set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

12. COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City of Garden Grove and its councilmembers, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

13. LICENSES AND QUALIFICATIONS

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

14. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors

shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Consultant agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

15. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

16. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

17. WAIVER

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. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

18. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove,
Community/Econ Dev Department
11222 Acacia Parkway
Garden Grove, CA 92840
Attention: Alana Cheng

To Consultant: — INTERWEST CONSULTING GROUP.
15140 Transistor Lane
Huntington Beach, CA 92649
Attention: Ron Beehler/ Henry Huang

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

20. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

21. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

22. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

23. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

24. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

26. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

27. APPROPRIATIONS

This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

28. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By: _____

— Scott C. Stiles
City Manager

ATTEST:

By: _____

— Teresa Pomeroy
City Clerk

INTERWEST CONSULTING GROUP

By: _____

— Terry S. Rodriguez
President

By: _____

— Debra Therson
Secretary

APPROVED AS TO FORM:

By: Omar Sandoval

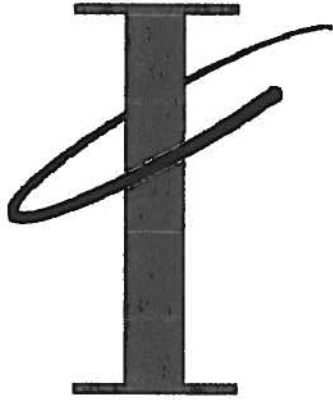
— Omar Sandoval
City Attorney

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.



EXHIBIT A

SCOPE OF SERVICES



July 27, 2017

Response to Request for Proposal
Plan Check Consulting Services



Prepared for the
City of Garden Grove
Community and Economic Development Department
Building Services Division
11222 Acacia Parkway
Garden Grove, CA 92840

By
Interwest Consulting Group, Inc.

Ron Beehler, SE, CBO
Director, Building Safety Services
15140 Transistor Lane
Huntington Beach, CA 92649
rbeehler@interwestgrp.com
O | 714.899.9039
C | 949.613.5595

July 27, 2017

City of Garden Grove
Attention: Saeed Amirazizi
City Clerk's Office
11222 Acacia Parkway, 2nd Floor
Garden Grove, California 92840



RE: Request for Proposal – Plan Check Consulting Services

Dear Mr. Amirazizi,

Orange County development continues to boom, and the demand for building plan reviews in the City of Garden Grove is anticipated to grow, both in volume and in the frequency of peak demand periods. As one of California's leading plan check service providers, Interwest Consulting Group is well-positioned to help the City respond promptly and effectively to project applicants, streamlining review turnaround times while helping to identify areas of concern early in the development process.

Building Plan Check Services are at the core of our business services. Interwest is comprised of architects, Structural, Civic, Mechanical and Electrical Engineers, plans examiners, building inspectors, CASP-certified plans examiners and inspectors, permit technicians and other professionals specializing in providing complete Building and Safety services to local government agencies.

The Building and Safety Plans Examiners we propose are licensed by the State of California and/or certified by the International Code Council (ICC) to provide their respective plan review services, as detailed in Section 2 of our proposal, "Experience and Qualifications." Additionally, as requested in the RFP, we propose to provide optional building safety services, including but not limited to building inspection and permit technician services.

In accordance with the RFP Instructions, in this Letter of Introduction and throughout our proposal, we provide the information in the order requested in the RFP.

1.A. FIRM DESCRIPTION AND UNDERSTANDING OF PROJECT SCOPE

OVERVIEW OF INTERWEST CONSULTING GROUP

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group formed in 2002. Interwest is a corporation, founded by individuals with a passion for serving municipalities. We currently have more than 300 employees, spanning a multitude of disciplines within building and safety, city engineering and public works departments throughout California. We currently serve more than 200 cities, counties and state agencies, including the Southern California municipalities of Long Beach, Irvine, Anaheim, Pomona, Bell, Compton, Lake Forest, San Juan Capistrano, Wildomar, Eastvale, and the Counties of Los Angeles and Riverside, to name just a few.

Our professional consulting staff provide the following services to public agencies:

- | | |
|---|---|
| ✓ Building and Safety Plan Check and Inspection | ✓ Geographic Information System (GIS) |
| ✓ Fire Prevention Plan Check and Inspection | ✓ Information Technology |
| ✓ City Engineering | ✓ Real Property Acquisition |
| ✓ Construction Management & Inspection | ✓ Traffic Engineering & Transportation Planning |
| ✓ Capital Improvement Plan/Map Review and Entitlement | ✓ Transportation Program Management & Funding |

SECTION 2

EXPERIENCE AND QUALIFICATIONS

2.A. IDENTIFICATION OF TEAM MEMBERS

Below, we list our proposed team members, as requested in the RFP, followed by our Project Organization Chart.

<i>Proposed Team Member</i>	<i>Project Role</i>	<i>Phone Number</i>	<i>E-mail Address</i>
* Ron Beehler, SE, CBO	Project Manager / Principal-in-Charge	949.613.5595	rbeehler@interwestgrp.com
* Bill Tewfik, PE, CBO, ICC, CASp	Plan Review Liaison Service Coordinator / Plan Review Engineer / CASp	714.336.7325	btewfik@interwestgrp.com
* Oliver Roan, SE, PE, ICC	Plan Review Engineer	714.975.9051	oroan@interwestgrp.com
* Sandra Schmitz, PE	Plan Review Engineer	937.409.0327	sschmitz@interwestgrp.com
* Tom Campbell, PE	Plan Review Engineer	714.975.9159	tcampbell@interwestgrp.com
* Chandra Desal, PE	Plan Review Engineer	909.262.5859	cdesal@interwestgrp.com
* Tony Dormanesh, PE, CBO, ICC, CASp	Plan Review Engineer / CASp	714.975.9087	tdormanesh@interwestgrp.com
* Mark Berg, CBO, ICC	Plans Examiner	951.522.6982	mberg@interwestgrp.com
* Wayne Webb, ICC	Plans Examiner	949.482.2274	wwebb@interwestgrp.com
Annette Mayfield, ICC, CASp	Plans Examiner / CASp	559.412.5378	amayfield@interwestgrp.com
Mark Hankinson, ICC	Plans Examiner	520.733.0266	mhankinson@interwestgrp.com
Sal Kaddorah, PE	Plan Review Engineer	310.383.8725	skaddorah@interwestgrp.com
Van Wilfinger, CBO, ICC	Plans Examiner	714.975.9065	vwilfinger@interwestgrp.com
Andrew Burke, ICC, CASp	Plans Examiner / CASp	925.965.0173	aburke@interwestgrp.com
* Ed Cooke, CA-MI, CBO, ICC	Plans Examiner / Inspector	714.679.5428	ecooke@interwestgrp.com
* Hossein Afrouzeh, ME, EE	Plan Review Engineer	714.494.1543	hafrouzeh@interwestgrp.com
Thomas Trimberger, ME	Plan Review Engineer	916.761.9021	ttrimberger@interwestgrp.com
Randy Brumley, ME	Plan Review Engineer	916.230.7396	rbrumley@interwestgrp.com
* Dave Marcum, ICC, CASp	CASp / Building Inspector	714.313.7131	dmarcum@interwestgrp.com
* Chris Crandall, ICC	Building Inspector	714.745.0658	ccrandall@interwestgrp.com
* Ron Hardeman, ICC	Building Inspector	909.557.8996	rhardeman@interwestgrp.com
Artemio Orozco, ICC	Building Inspector	626.391.9434	aorozco@interwestgrp.com
Richard Maddox, ICC	Building Inspector	702.850.2938	rmaddox@interwestgrp.com
* Olivia Ortiz, ICC	Permit Technician	310.467.8978	oortiz@interwestgrp.com
* Stephanie Gumpert, ICC	Permit Technician	951.489.7834	sgumpert@interwestgrp.com
Jeffrey Tol, ICC	Permit Technician	909.632.3004	jtol@interwestgrp.com
Minnie Arredondo	Permit Technician	209.620.5900	marredondo@interwestgrp.com
Regina Crowell	Permit Technician	808.866.8710	rcrowell@interwestgrp.com

* Principals and key personnel

2.B. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

In this section, we provide brief biographies of our proposed principals and key personnel, followed by a matrix of professional licenses and certifications for our entire team.

Detailed resumes for our proposed principals and key personnel are included in the Appendix at the end of the proposal.

RON BEEHLER, SE, CBO

PROJECT MANAGER / PRINCIPAL-IN-CHARGE

Ron utilizes experience gained through more than 35 years of hands-on experience performing life safety, accessibility and structural plan reviews to successfully manage building departments, building department services and high-profile building projects on behalf of public agencies throughout California. Ron's experience includes establishing and coordinating on-site building department services for large multi-building projects and unique fast-paced development projects. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. Ron has provided building department assessments on behalf of municipal clients to identify inefficiencies and implement best practice improvements. Additionally, Ron has developed and taught multiple full- and half-day classes on a variety of building code related topics on behalf of CALBO and local International Code Conference chapters throughout the state.

PLAN REVIEW LIAISON SERVICE COORDINATOR /

BILL TEWFIK, PE, CBO, ICC, CASP

PLAN REVIEW ENGINEER / CASP

Bill has more than 35 years of experience both within municipalities and as a consultant. This experience has given him a solid understanding of what a building department requires to thrive. He has hands-on expertise overseeing a large professional staff and managing plan review, inspection, and permit counter services, and has many years of knowledge and experience performing Code development and building department management. Bill formerly served as the Chief Building Official for the City of Garden Grove.

OLIVER ROAN, SE, PE, ICC

PLAN REVIEW ENGINEER

Oliver possesses over 30 years of plan review and structural engineering experience bringing a considerable depth and knowledge to all projects. He has provided plan review services for a variety of commercial, industrial, and residential building designs in conformance with the California Building Codes, City of Los Angeles Building Codes, and County of Los Angeles Building Codes. His structural design and project management experience includes various low to mid-rise commercial, industrial, and residential buildings using wood, masonry, steel, and concrete construction. He is a registered Structural and Civil Engineer in the State of California, and is an ICC Certified Building Plans Examiner. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

SANDRA SCHMITZ, PE

PLAN REVIEW ENGINEER

Sandra is a registered Civil Engineer with a solid five years of experience, eager to continue learning and growing in the industry. She has already gained valuable experience in both the public and private sector, from performing complex structural analysis and calculations, to internally managing the plan check approval process.

TOM CAMPBELL, PE

PLAN REVIEW ENGINEER

Tom has more than 30 years of experience in the industry, with 15 years in management of ICBO's Education Program. He led and directed work assignments relating to the development of technical publications based on the UBC, IBC and IRC for use in classroom training of architects, engineers, inspectors and code regulators. In addition, Tom was a staff liaison and ICBO representative to one of five code development committees charged with developing the 2000 International Building Code. His experience in the industry includes four years in the evaluation of new building

of contract documents for midrise multi-residential, commercial, industrial, and educational buildings, and he has been responsible for the electrical system design for many projects from inception to completion including construction administration and commissioning of medium voltage power distribution systems, substations, lighting and power, fire alarm, and security systems.

KEY PERSONNEL FOR OPTIONAL SERVICES

DAVE MARCUM, ICC, CASP

CASP / BUILDING INSPECTOR

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

CHRIS CRANDALL, ICC

BUILDING INSPECTOR

Chris is a certified Building Inspector with over 15 years of experience. He inspects commercial and residential buildings during various stages of construction and remodeling to ensure compliance with applicable codes, ordinances and regulations.

RON HARDEMAN, ICC

BUILDING INSPECTOR

Ron is an ICC Certified California Residential Building Inspector with over 20 years of industry experience. As the owner/operator of his own construction business for 20 years, Ron met with customers, checked job sites, processed contracts, organized material lists, and dealt with invoicing and accounting, scheduling and supervising subcontractors and day laborers, and various work on job sites including plumbing, electrical, doors, flooring, roofing and framing.

OLIVIA ORTIZ, ICC

PERMIT TECHNICIAN

Olivia has more than a decade of municipal experience and is very familiar with standard procedures, policies, and functions regarding permit and plan check submittals. As a License Permit Specialist for the City of El Segundo, Olivia assisted customers with business license applications and business tax code questions. She calculated, collected and posted fees, balancing daily deposits and contacting businesses when payments were delinquent. She maintained a Laserfiche database and acted as the Accounts Receivable clerk. She maintained monthly Utility User Tax and Transient Occupancy Tax payments and assisted with fiscal year close outs and budget preparations. She also helped train and mentor Permit Technicians.

STEPHANIE GUMPERT, ICC

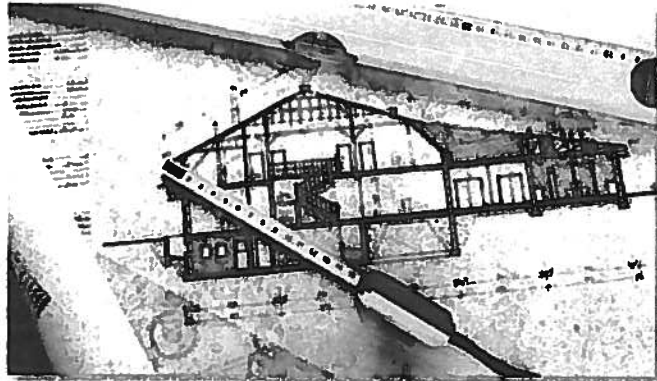
PERMIT TECHNICIAN

Stephanie is an ICC Certified Permit Technician with a long history of providing top quality customer service. She started her Permit Technician career working as a permit Technician for the City of La Quinta, and has since worked as a Permit Technician for the City of Pomona. Stephanie is dedicated to customer and client satisfaction.

<i>Name</i>	<i>Current Licenses/Certifications</i>	<i>License / Certification Number</i>
Mark Hankinson, ICC <i>Plan Review</i> <i>Inspection</i>	ICC Accessibility Inspector/Plans Examiner ICC/AACE Property Maintenance & Housing Inspector ICC Residential Building Inspector ICC Commercial Building Inspector ICC Building Plans Examiner ICC Building Inspector ICC Residential Mechanical Inspector ICC Residential Plumbing Inspector ICC Commercial Plumbing Inspector ICC Plumbing Inspector	5111273 5111273 5111273 5111273 5111273 5111273 5111273 5111273 5111273 5111273
Sal Kaddorah, PE <i>Professional Engineer</i> <i>Plan Review</i>	Professional Civil Engineer (CA) Professional Civil Engineer (NV)	C43757 20795
Van Wilfinger, CBO, ICC <i>Building Official</i> <i>Plan Review</i> <i>Inspection</i>	ICC Building Plans Examiner ICC Building Inspector ICC Certified Building Code Official ICC Combination Inspector ICC Certified Building Official ICC Electrical Inspector ICC Mechanical Inspector ICC Plumbing Inspector	5009643 5009643 5009643 5009643 5009643 5009643 5009643 5009643
Andrew Burke, ICC, CASp <i>Certified Access Specialist</i> <i>Plan Review</i> <i>Inspection</i>	ICC Building Plans Examiner ICC Residential Building Plans Examiner ICC Residential Building Inspector ICC Residential Electrical Inspector ICC Residential Mechanical Inspector ICC Residential Plumbing Inspector ICC Residential Combo Inspector ICC Permit Technician Certified Access Specialist	8250398 8250398 8250398 8250398 8250398 8250398 8250398 8250398 CASp-710
Ed Cooke, CA-MI, CBO, ICC <i>Building Official</i> <i>Plan Review</i> <i>Inspection</i>	ICC Certified Building Official ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector ICC Plumbing Inspector UPC ICC Residential Electrical Inspector IAPMO Mechanical Inspector	5050260 5050260 5050260 5050260 5050260 5050260 090505
Thomas Trimberger, ME, CBO, ICC <i>Mechanical Engineer</i> <i>Chief Building Official</i> <i>Plan Review</i> <i>Inspection</i>	Professional Mechanical Engineer (CA) ICC Certified Building Official ICC Plumbing Inspector UPC ICC Mechanical Inspector UMC ICC Building Plans Examiner ICC Mechanical Plans Examiner ICC Mechanical Inspector ICC Certified Mechanical Code Official ICC Plumbing Plans Examiner ICC Plumbing Inspector ICC Certified Plumbing Code Official LEED Accredited; Build It Green Certified Professional; Build It Green Greenpoint Rater; CABEC Residential & Non-Residential Certified Energy Plans Examiner	M026359 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408

2.C. ABILITY TO PERFORM THE SCOPE OF SERVICES

Interwest Consulting Group has a proven track record of providing the same services we propose to the City of Garden Grove to numerous California jurisdictions, and has the resources to remain flexible with experienced staff who are available to provide the services outlined in the RFP.



Interwest is prepared to start providing these services to the City of Garden Grove immediately. We have extensive experience and a proven track record of seamlessly integrating plan review and building inspection services as needed in a cost-effective manner. Our services consist of providing a single staff member or a complete team in the areas of plan review, field inspection and other building services. We tailor our staff to fit the specific needs of our client.

The team we propose is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

The team we propose is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

- ✓ **A team of professionals with high-level experience and skills in successful management of building department services, 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.**
- ✓ **Licensed Plan Review Engineers and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.**
- ✓ **Licensed Structural Engineers who have extensive experience with large and complex projects.**
- ✓ **CASp Certified Plans Examiners who are intimately familiar with the most up-to-date accessibility regulatory requirements.**
- ✓ **Services in a cost-effective manner that remains within budget constraints.**
- ✓ **Provide pick-up and delivery of all plans to and from the City at no cost to the City.**

Should the City elect to contract with Interwest for our proposed optional services, we will provide the following:

- ✓ **Certified Inspectors with broad experience in jurisdictional procedures and the highest commitment to customer service.**
- ✓ **CASp Certified Inspectors, who will ensure that buildings comply with the latest accessibility guidelines and requirements.**
- ✓ **ICC Certified Permit Counter Technicians and other experienced Permit Technicians**

PROPOSED APPROACH AND WORK PLAN – PLAN CHECK SERVICES

Upon notice from the City of Garden Grove, Interwest will arrange for pick-up of the plan review documents from the City's office. All plan review services will be performed by a licensed civil or structural engineer, an ICC-certified plans examiner, CASp-certified plans examiner, licensed electrical engineer and licensed mechanical engineer as required depending on the scope and complexity of the given project. Our plans examiners understand and are intimately

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.

Electronic Plan Review Services

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 Garden Grove.

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 turnaround times; secured accessibility to documents; and reduced paper storage. Our staff is experienced providing electronic plan review and 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 department by providing thorough, accurate and timely plan reviews.

Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. Interwest staff will act as a liaison to the City of Garden Grove's Chief Building Official or Director of Community Development and Planning. All plan review comments are subject to review and approval by the City.

Plan Review Tracking & Billing Process

We will create and maintain a Jurisdiction File containing our research and procedural information gleaned while providing services to the City of Garden Grove. We will utilize this information to ensure the services we provide to the City of Garden Grove are seamless, consistent, and meet the City's expectations and standards. Interwest uses a custom-designed database to maintain, track and schedule all permit application documents throughout the review process from the moment you request a shipment to delivery of the final, approved documents. We utilize an electronic invoicing system to ensure accurate and timely invoices.

Internal Plan Review Tracking System

Interwest will utilize our custom designed plan review tracking system to track all information pertinent to each plan review project. Information such as the project name, city project number, date project was received, date all services were completed, resubmitted dates, assigned plans examiners, plan review cycle, and current plan review status are tracked. This customized database can also be viewed by City personnel. We will provide you with a private and secure login that allows you to check, at any time, the status of a plan review project.

Plan Check-Related Meetings

Our plans examiners and inspectors are available for pre-construction or pre-design meetings, field visits, meetings with the design team, the construction team and project owners for assigned projects as needed at no cost to the City. With some reasonable limitations, Interwest's staff will be available to attend up to three pre-construction or 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 and inspectors are always willing to meet with applicants, designers, contractors and City staff as required to resolve plan review or construction-related issues.

- ✓ *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*

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 and building inspectors have successfully plan reviewed and inspected LEED certified buildings.

ADA Evaluation & Compliance Review

Our architects and plans examiners are fully trained and familiar with CA Building Code Access requirements, 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.

containing numerous retaining walls, pedestrian bridges and a pedestrian bridge connecting two portions of the park. The City Hall Office Building is characterized by waved roofs to simulate ocean waves. The Council Chambers Building is characterized by a cloth sail to simulate a ship's sail.

The City Hall Office Building, City Hall Assembly Building, the Council Chambers Building and the Library Expansion are constructed of structural steel supporting steel decking with concrete fill at the second floor levels and steel decking at the roof level. The lateral force resisting system for the City Hall Office Building and the City Hall Assembly Building incorporate buckling restrained braced frames to resist lateral seismic loads. The Parking Structure is constructed of poured-in-place concrete columns supported post-tensioned concrete floor slabs. The lateral force resisting system for the Parking Structure consists of concrete shear walls.

LA CHARGERS TRAINING FACILITY | CITY OF COSTA MESA

Interwest staff provided rough and precise grading plan check for the Chargers new Training Facility in the City of Costa Mesa. This 3.5 acre project involves the construction of a new football training facility with on-site water relocation, the demolition of a parking area north of the football field, and a state of the art drainage system that meets NFL standards. Precise grading comments addressed drainage and accessibility concerns for the site. Interwest also provided plan review for proposed fencing surrounding the area.



SPORTS & RECREATION CENTER | CITY OF LAKE FOREST

Interwest was pleased to provide services on one of the largest (86 acres!) sport parks in Orange County and a premier project for the City of Lake Forest. Interwest employees were responsible for the structural, electrical, mechanical, and plumbing plan review for the main Recreational Center and Gymnasium and two outer buildings.

The park has 57 acres devoted to sports fields and a multi-functional center. Amenities include 5 Baseball/Softball Diamonds, 3 Natural Turf Soccer Fields and 2 Synthetic Turf Soccer Fields, a 27,000 Square Foot Recreation Center/Gymnasium, 2 Restroom and Concession Buildings, 38 Sports Field Lights, 2 Outdoor Basketball Courts, 8 Gazebo Picnic Structures, 2 Playgrounds/Tot Lot, over 500 Parking Spaces, and a Hiking Trail.



MAYFAIR HOTEL | CITY OF POMONA

The Mayfair is a downtown icon and a landmark for the City of Pomona. The Interwest team provided building plan review services on the Mayfair Hotel. Our experienced engineers reviewed the project design, which included both structural and non-structural elements. The five story hotel delivers four floors of completely new and modern housing, targeting primarily the Western University campus, mixed retail, a restaurant on the ground level and an Irish Pub in the basement.

WESTERN UNIVERSITY CAMPUS | CITY OF POMONA

Interwest Consulting Group was honored to work on such a premier project for the City. Our staff provided complete building plan review for the Western University Campus. As part of a growing campus Interwest provided plan review for many tenant improvements (TI) which included the 2nd Floor Administration Offices & Testing, Patient Care Center, Health Building, Student Housing Building and the most recent 300,000 square-foot residential, assembly and offices.

KOLL CENTER | CITY OF IRVINE

Interwest provided complete architectural, structural, mechanical, electrical and plumbing plan review for this 6-story high rise building. This project included over 1,500,000 square feet and post-tensioned parking structures.

BRICKYARD | CITY OF COMPTON

The Brickyard Project consists of two large tilt-up warehouse shell buildings. Building 1 has a total square footage of 514,396 sq. with an occupant load of 1029 and Building 2 has a total square footage of 471,930 sq. ft. with an occupant load of 944. Both buildings are Type III-B Construction with Type B, S-1 and F-1 Occupancy Groups and are fully sprinklered. The Brickyard project included extensive construction within the public right-of-way and included the coordination with multiple outside agencies for coordination of street and utility improvements, routing, design and construction, design and



construction of new signalized intersections, construction of extensive on site improvements, filing of a final map to consolidate the existing parcels into two parcels, along with the construction of two large warehouse shell buildings. Both buildings were constructed using concrete tilt-up load bearing wall panels supporting the roof structure which consisted of open-webbed steel girders and joists supporting wood stiffeners and plywood sheathing. The roof structure was supported by steel tube columns at the interior of the buildings. The foundation for the buildings consisted of conventional spread footings below the interior columns and continuous spread footings below the wall panels. The height of the wall panels exceeded 40' to accommodate high pile storage. Interwest Consulting Group provided building plan review services, fire plan review services, on-site civil plan review services, review of the final map and review of the public improvement plans. In addition, Interwest Consulting Group provided inspection of the off-site public improvements, inspection of the on-site civil improvements and the building inspection services. The Brickyard project was reviewed and inspected for compliance with the 2013 California Codes as well as applicable State, Regional and City standards and regulations. Interwest staff of engineers, plans examiners and inspectors worked closely with the developer, designers, contractor and City Staff in a collaborative and professional manner for a successful project outcome of this high profile project.

2.E. OPTIONAL: ADDITIONAL CONTRACTUAL POSITIONS

We understand that the City of Garden Grove may be interested in contracting for additional building safety services, including but not limited to building inspection and permit technician services, and we have included optional staff in our organizational chart in Section 2.a, as well as resumes for optional key personnel in the Appendix.

BUILDING INSPECTION SERVICES



Interwest Consulting Group will provide certified building inspectors to the City on an as-needed basis. Interwest's staff of ICC/CASp certified inspectors have performed inspection services on a wide variety of construction projects including many large custom homes, new residential developments, and commercial, institutional, essential service buildings and industrial projects such as power plants and electrical wind turbines. When necessary for large or fast-track projects, multiple inspectors are available. We will provide our inspectors with all tools, reference materials, equipment, cell phones and a vehicle as needed for performance of their duties at no additional charge to the City. All vehicles will be well maintained, clean, free of damage and will be in safe operating condition. The City of Garden Grove shall provide City specific policy training and provide the necessary City maps, forms and data entry training.

We understand that personality and customer service is crucial to on-the-job success, therefore, we will select inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in

PERMIT TECHNICIAN SERVICES

Interwest Consulting Group will furnish exceptionally qualified, personnel as required for the City's front counter as needed. All staff operates as an extension of the City's team, understands the importance of exemplary customer service, are knowledgeable on the inner-workings of building departments and are thoroughly familiar with the building application and permit process.



Our permit technicians are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Many of our staff are also dual-role employees and can serve as both inspection and front counter support. Personnel work collaboratively with applicants and have a "can do" attitude to help resolve issues and minimize anxiety for applicants. Qualified candidates will be presented for City approval. Office personnel can provide the following, but are not limited to:

- ✓ *Provide customer support and assistance at the permit center counter and over the phone.*
- ✓ *Assist the public in completing permit applications and other necessary forms*
- ✓ *Determine permit, plan and process requirements for permit applicants and notifying the applicant when construction documents or permits are ready for pick up or issuance.*
- ✓ *Answer questions quickly and correctly directly from the public, from phone calls and emails*
- ✓ *Receive, process and issue building permits and coordinate the plan review and inspection process, including tracking, routing and storage of plans*
- ✓ *Review permit application and other pertinent information to verify accuracy and completeness of information*
- ✓ *Maintain a variety of public records and filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans and other counter related items.*
- ✓ *Verify projects have obtained all necessary approvals before issuing permits and that the following have been filed with the City: valid contractor's license, works' compensation and valid business license information.*
- ✓ *Review and approve less complicated non-structural plan checks over the counter.*
- ✓ *Create public informational documents, handouts explaining technical issues or requirements for permit issuance, if needed*
- ✓ *Welcome and receive customers at the public services counter in a professional and courteous manner.*

ADDITIONAL BUILDING SAFETY SERVICES

Interwest offers additional building safety services, including staff augmentation services for Building Officials and Deputy Building Officials, Code Enforcement and Fire Protection Engineer plan review and inspection services. We would be happy to provide more information on these services at the City's request.

EXHIBIT B

BILLING RATES/ FEE SCHEDULE

August 30, 2017

City of Garden Grove
City Clerks' Office
11222 Acacia Parkway, 2nd Floor
Garden Grove, California 92840



Attn: Saeed Amirazizi, Plan Check Engineer
Community and Economic Development Department

RE: Best and Final Offer to Request for Proposal – Plan Check Consulting Services

Dear Mr. Amirazizi,

Interwest Consulting Group is pleased to submit this Best and Final Offer to amend certain sections of our July 27, 2017 Proposal to provide Plan Check Consulting Services.

Interwest is proposing to:

1. Amend Section 4.B. by replacing the Fee Percentages by Project Valuation table with the following:

Project Valuation	Percentage of City's Plan Check Fee
Up to \$1 Million	70%
\$1 Million to \$10 Million	60%
\$10 Million to \$50 Million	50%
\$50 Million to \$200 Million	40%
\$200 Million +	35%

2. Amend Section 2.C. Ability to Perform the Scope of Services by adding the following:

Interwest plans examiners and/or inspectors are available for pre-construction or pre-design meetings, field visits, and meetings with the design teams, the construction team, architects, and project owners for assigned projects at no cost to the City. Interwest staff will be available to attend meetings as part of the plan review services and to assist City staff as required to resolve plan review or construction-related issues as needed.

All other conditions of the July 27, 2017 Proposal shall remain unchanged. If you have any questions or comments, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Beehler".

Ron Beehler, SE, CBO
Director, Building Safety Services
rbehler@interwestgrp.com
O | 714.899.9039 C | 949.613.5595