

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF DESERT HOT SPRINGS
AND
INTERWEST CONSULTING GROUP, INC.**

This Professional Services Agreement (“Agreement”) is made and entered into this 5th day of February, 2019, by and between the City of Desert Hot Springs, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the “City,” and Interwest Consulting Group, Inc., a Colorado corporation authorized to do business in California, hereinafter referred to as “Consultant.”

RECITALS:

WHEREAS, the City desires to utilize the services of Consultant, as an independent contractor, to provide the City with Building and Safety Plan Check services as directed by the City on an as needed basis (sometimes hereinafter, the “Services”), as described in more particularity in Exhibit “A,” attached hereto and incorporated herein by this reference as the “Scope of Services”; and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, this Agreement was approved at the February 5, 2019, City Council meeting.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. SCOPE OF SERVICES

Consultant shall provide to the City the Services on an as-needed and as-directed basis in a manner satisfactory to the City and consistent with that level of care and skill

ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, as described in more detail in the Scope of Services. In the event a conflict exists between this Agreement and the Scope of Services, the former shall supersede.

Section 3. TERM

This Agreement shall commence as of the date in the opening paragraph of this Agreement and shall continue in force and effect until June 30, 2019 (“Initial Term”), and shall automatically renew for four (4) successive one (1) year terms (“Successive Terms,” with the Initial Term and Successive Terms collectively referred to as the “Term”), subject to allocation of funds pursuant to a duly approved City budget.

Section 4. COMPENSATION

The City agrees to pay Consultant for and in consideration of the faithful performance of the Services and duties set forth in this Agreement, and Consultant agrees to accept from the City, as and for compensation for the faithful performance of said Services and duties, as detailed in the Scope of Services, but in no event shall compensation exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) for the Term.

Section 5. METHOD OF PAYMENT

a. Consultant shall submit invoices to the City, not more often than once a month, describing the work performed. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. The City shall pay Consultant no later than thirty (30) days after approval of the invoice by City staff provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement. Review and approval of invoice by City staff will occur within thirty (30) calendar days of receipt of invoice via email.

b. The Consultant shall submit invoices under this Agreement to:

Community Development Director
City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240
Telephone: (760) 329-6411
Facsimile: (760) 288-3129

Section 6. EXTRA WORK

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform Extra Work without written authorization from the City.

Section 7. TERMINATION

This Agreement may be terminated by the City immediately for cause. Either party may terminate this Agreement without cause upon twenty-four hours (24) hours written notice of termination to the other party. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, provided that Consultant shall have satisfied all its obligations under this Agreement through and including the effective date of termination, and is not otherwise in breach of this Agreement.

Section 8. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings, including drafts, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense, provide such reports, plans, studies, documents and other writings in pdf format to the City upon written request, or such other electronic format as reasonably requested by the City.

Section 9. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Consultant shall not use the City's insignia or photographs relating to Consultant's Services, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

Section 10. CONSULTANT'S BOOKS AND RECORDS

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE CITY

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and 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 the City. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS
OF CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

(2) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(6) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

(9) Consultant is not required to perform the Services at City-owned property.

Section 13. CIVIL CODE SECTION 1542 WAIVER

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (“CalPERS”) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.


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Initials

Section 14. CONFLICTS OF INTEREST

a. Consultant (including principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) Does not make or participate in:

- (i) the making or any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
- (iii) authorizing the City to enter into, modify, or renew a contract;
- (iv) granting the City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- (v) granting the City approval to a plan, design, report, study, or similar item; or
- (vi) adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.

(2) Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

c. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

**Section 15. PROFESSIONAL ABILITY OF CONSULTANT;
WARRANTY; FAMILIARITY WITH WORK; PERMITS AND
LICENSES**

a. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, Consultant warrants that:

- (1) it has thoroughly investigated and considered the work to be performed;
- (2) it has investigated the issues, regarding the scope of services to be provided;
- (3) it has carefully considered how the work should be performed; and
- (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

c. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Manager or appropriate City representative.

d. Consultant represents that it and all of its subcontractors, if any, have obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

Section 16. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 17. INDEMNIFICATION

a. Consultant shall defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs, expenses and attorneys' fees in connection therewith), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence, recklessness, or willful misconduct of the City, its officers, agents, employees or volunteers.

b. The City does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the provisions of subsections a. and b. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

d. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS 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 CalPERS 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 the City.

Section 18. INSURANCE REQUIREMENTS

a. Policies. Consultant, at Consultant's sole cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:

(1) Worker's Compensation Coverage. Consultant shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California, of an amount not less than one million dollars (\$1,000,000) per accident. In addition, Consultant shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by Consultant pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if Consultant has no employees performing work under this Agreement. Consultant agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Services to do the same.

(2) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for bodily injury, personal injury and property damage associated with work contemplated in this Agreement. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Consultant shall provide insurance on an occurrence, not claims-made basis. Consultant acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period. The coverage required in this paragraph shall provide at least as much coverage as that provided by ISO form CG 00 01 12 07 or any updated form thereof.

(3) Automobile Liability Coverage. Consultant shall maintain commercial automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence, and two million dollars (\$2,000,000) in the aggregate. As an alternative, Consultant shall be permitted to obtain a non-owned automobile endorsement to its comprehensive general liability insurance providing the same protection and coverage as though Consultant were to provide separate commercial vehicle liability insurance as set forth in this paragraph. The coverage required in this paragraph shall provide at least as much coverage as that provided by ISO form CA 00 01 or any updated form thereof.

(4) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's Services, whether such Services are performed by Consultant or by its employees, subcontractors, or sub-consultants, to the extent such persons other than Consultant are permitted to perform any of the Services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) in the aggregate.

b. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) Except as otherwise provided by law, the City, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the

Consultant, including materials, parts or equipment furnished in connection with such work or operations.

(2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

(3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees or agents.

(5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

(6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for any self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of the City Manager, Consultant may either reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of any reduction or elimination in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

d. Certificates of Insurance. , Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

e. Imposition of Insurance Requirements. Provided the City gives its written consent for any persons other than Consultant to perform any part of the Services, Consultant agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Consultant enters into contracts or whom Consultant hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as

additional insureds the parties to this Agreement consistent with Section 18b(1) hereof. 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.

f. Maintain Coverages. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Consultant agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Failure to Obtain Coverages. Consultant agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Consultant shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors.

h. Notice of Cancellation or Reduction in Coverage. In the event that any coverage required in this Agreement is canceled, reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to the City either by facsimile and/or via certified mail, at Consultant's earliest possible opportunity and in no case later than fifteen (15) calendar days after Consultant is notified of the change in coverage.

Section 19. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City: Charles Maynard
City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240
Telephone: (760) 329-6411
Facsimile: (760) 288-3129
Email: cmaynard@cityofdhs.org

To Consultant: Ron Beehler, SE, CBO
Interwest Consulting Group, Inc.
431 S. Palm Canyon Drive, Suite 200
Palm Springs, CA 92262

Telephone: (760) 417-4329

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 20. DEFAULT

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "material breach" shall be deemed to have occurred. In the event of a material breach, the injured party shall be entitled to seek any appropriate remedy or damages as otherwise set forth herein and by initiating legal proceedings.

Section 21. REMEDIES

If Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but shall not be limited to, the following:

- a. Immediately terminate the Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services that are not finished by Consultant.

Section 22. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 23. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 24. ASSIGNMENT AND SUBCONTRACTING

a. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.

b. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 25. WAIVER

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 26. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 27. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 28. LITIGATION EXPENSES AND ATTORNEYS' FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 29. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least a copy hereof shall have been signed by both parties hereto. Electronic and facsimile signatures shall be deemed the same as original signatures. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 30. PROHIBITED INTERESTS

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 31. EQUAL OPPORTUNITY EMPLOYMENT

Consultant represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of race; denial of family and medical care leave; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Consultant shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Section 32. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 33. PRINCIPAL REPRESENTATIVES

a. Ron Beehler shall be Consultant's Principal Representative and the person responsible for undertaking, managing and supervising the performance of all of the Services for this Agreement. Consultant's Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Services, the duties of Consultant's Principal Representative shall not be reassigned, without the express written consent of both parties.

b. Charles Maynard, shall be the Principal Representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

Section 34. NON-LIABILITY OF CITY’S OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to 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 Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 35. **INTERPRETATION**

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 36. **PROTECTION AND CORRECTION OF WORK**

a. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

b. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

Section 37. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 38. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 39. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 40. **NO THIRD PARTY BENEFICIARIES**

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 41. **OTHER GOVERNMENTAL REGULATIONS**

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

Section 42. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 43. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties hereto.

Section 44. SURVIVAL

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

Section 45. USE OF RECYCLED PRODUCTS

Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

Section 46. FINGERPRINTING

Consultant hereby acknowledges that the people working in the City must pass a background check and that s/he is required to be livescanned (fingerprinted) by the City of Desert Hot Springs Police Department, at Consultant's expense.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

**INTERWEST CONSULTING GROUP,
INC.**

Charles L. Maynard, City Manager

Ron Beehler

Ron Beehler, Director of Building Safety
Services

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:
Jennifer Mizrahi, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

[SEE ATTACHED PROPOSAL DATED DECEMBER 20, 2018]

December 20, 2018

Proposal to Provide
Building & Safety Plan Check Services

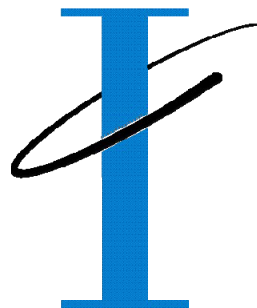


Prepared for the
City of Desert Hot Springs

Community Development Department
Attn: Rebecca Deming
Community Development Director
65950 Pierson Blvd.
Desert Hot Springs, CA 92240

By

Interwest Consulting Group, Inc.



Ron Beehler, SE, CBO
Director, Building Safety Services
431 S. Palm Canyon Drive, Suite 200
Palm Springs, CA 92262
O | 760.417.4329
C | 951.613.5595
www.interwestgrp.com

December 20, 2018

Rebecca Deming, Community Development Director
City of Desert Hot Springs
Community Development Department
65950 Pierson Blvd.
Desert Hot Springs, CA 92240



RE: Proposal to Provide Building & Safety Plan Check Services

Dear Ms. Deming,

Interwest Consulting Group is pleased to submit our proposal to provide Building and Safety plan check services to the City of Desert Hot Springs. With more than 400 employees, we are large enough to serve all of your public and private project needs, yet small enough to ensure that we maintain focus and are responsive to the needs of Desert Hot Springs. We currently serve over 200 cities, counties and state agencies, including the nearby municipalities of Palm Springs, Rancho Mirage, Hemet, Beaumont, Upland, Moreno Valley, Pomona, Eastvale, Murrieta, Wildomar and the County of Riverside.

We thoroughly understand the challenges and requirements of municipal governments since many of our staff have held senior and executive management positions with numerous California cities including former Public Works Directors, City Engineers, Capital Projects Managers, Construction Managers, Public Works Inspectors, Public Works Plan Checkers, Chief Building Officials, and Building Inspectors. This background and experience is important since serving in the capacity of the “owner,” especially local agencies, requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve.

As partners with the City, our strength is to provide the following:

- **Excellent customer service.** *One of the keys to the success of your department is providing your customers (residents, engineers, contractors) with excellent service. We are committed to providing the City a level of service to you and your constituents that will meet or exceed your expectations.*
- **Tailored, City-specific services.** *We deliver skilled staff that will meet or exceed your expectations on each assignment.*
- **Timely turnaround service.** *We work with you to develop the most responsive schedule to meet the time constraints placed on your projects. Interwest will meet or exceed our proposed turnaround times.*
- **Effective Coordination with other City Departments.** *Our staff is trained in promoting collaboration and cooperation with other departments and agencies.*

Effective communication is a key component and we have multiple communication solutions available, which will be flexible to the unique needs of the City.

- **Code Amendments and Adoption Ordinance.** *Interwest staff can assist the City in researching and preparing Code Amendments and in drafting the Code Adoption Ordinance as requested.*

Ron Beehler, SE, CBO is Interwest's Director of Building Safety Services and will serve as Principal-in-Charge. He is an authorized representative of Interwest Consulting Group with the authority to sign all necessary agreements.

Ron Beehler, SE, CBO

Principal-in-Charge

431 S. Palm Canyon Drive, Suite 200

Palm Springs, CA 92262

760.417.4329 Office

949.613.5595 Mobile

rbeehler@interwestgrp.com

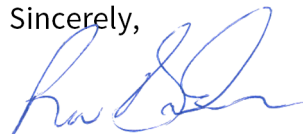
We look forward to providing the services outlined in our proposal to the City of Desert Hot Springs. We view the keys to serving the City as follows:

- Providing all services in a coordinated, cost-effective and transparent manner
- Providing the City with experienced and well-qualified individuals to meet and exceed goals set for any assigned project(s)
- Providing a high level of customer service for internal and external customers

All services will be directed from our Palm Springs office, which serves the entire Coachella Valley region and the Inland Empire with professional staff performing functions in all of our disciplines. **We will not be utilizing any sub-consultants to provide services to the City of Desert Hot Springs.**

This proposal remains valid for a period of 180 days from the due date. We appreciate the opportunity to present our qualifications for your review and consideration. We are available to meet with you to discuss our approach in more detail at your convenience. Please call if you have any questions or would like additional information.

Sincerely,



Ron Beehler, SE, CBO

Director, Building Safety Services

Introduction & Information

Interwest's 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 efficiency within the department and provide quick plan review turnaround times and thorough inspections.

Interwest has a proven track record providing building safety services to jurisdictions throughout California. Our team is comprised of highly experienced, customer-service oriented professionals who have successfully served our 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 laws of the City, County, and State.
- **Certified Building Inspectors** with broad experience in jurisdictional procedures and the highest commitment to customer service.
- **Attendance of any required meetings** related to plan review or field inspection of projects.
- Services in a **cost-effective** manner that remains within the City's budget constraints.
- Staff coverage that is **tailored and flexible** especially during peak workloads and staff absences.

At Interwest, we understand the importance of a timely and accurate plan check process. Our goal is to have a complete and correct set of documents within two plan checks. If it appears that there is a communication issue in which the applicant is not addressing the plan check comments by the third plan check, Interwest staff will schedule a meeting with the applicant and their design professional to ascertain the problem and rectify the situation.

Interwest will not be utilizing any sub-consultants to provide services to the City of Desert Hot Springs. All services will be completed by Interwest personnel.

AT A GLANCE

Name of Firm:

Interwest Consulting Group

431 S. Palm Canyon Drive, Ste. 200

Palm Springs, CA 92262

Primary Contact Person:

Ron Beehler, SE, CBO

760.417.43297 Office

949.613.5595 Direct

rbeehler@interwestgrp.com

SCOPE OF SERVICES

The services we provide and the manner in which they are performed will be in accordance with specific requirements of the City's Building Official:

1. Review plans for compliance with applicable model codes.
2. Review plans for compliance with any state or locally mandated regulations for energy conservation and disabled access.
3. Preparation of written corrections submitted to the City and applicant.
4. Recheck and approval of the final plans after all corrections have been incorporated in the plans.
5. Submittal of approved plans and supporting documents to the City.
6. Additional staffing services when so assigned or requested by the City's Building Official.

Plan Review Services may include, but are not limited to the following:

Perform both structural and non-structural plan review of residential, industrial, and commercial buildings for compliance to all local ordinances and state code amendments that pertain to local enforcement of building and safety, and for compliance to the adopted California Building Code, Plumbing and Mechanical Code, and Electrical Code. The scope of review may be subject to the direction of the City's Building Official.

State Energy Regulations may include, but are not limited to the following:

Provide energy calculation review in accordance with the energy law requirements. Interwest will incorporate the proper documents in the plans for use by both the inspector and the builder, facilitating improved field regulations and quality of end product.

State Noise Ordinance may include, but are not limited to the following:

Provide checking to see that both interior (and exterior, when so directed by the City) noise intrusion are properly addressed by the designer and that the necessary assemblies provide the required degree of sound attenuation in accordance with State law. If noise contour maps are submitted, plan check as to where or not the buildings are subject to such regulations.

Federal Flood Plain Regulations may include, but are not limited to the following:

The applicability of federal flood plain regulations shall be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order for advance planning.

Soils Engineering may include, but are not limited to the following:

Respond to the critical nature of proper building pad and site design as they apply to proposed structures by anticipating potential problems and addressing them at the plan review stage. Interwest will review soils reports and verify implementation of their design recommendations and parameters into structural design of the building as part of the building plan review. When

subject to Flood Plain or Liquefaction Zone criteria, Interwest will review for such compliance when so directed by the City's Building Official.

Certified Access Specialist may include, but are not limited to the following:

Interwest shall provide CASP certified plans check services including Disabled Access Regulations in Chapter 11-B and Multi-Family Disabled Access Regulations in Chapter 11-A as required under Senate Bill 1608. Interwest will have a CASp Certified staff member to perform these portions of the plan checks. Interwest will be required to interpret and enforce state law and review requests for "Unreasonable Hardship" applications and recommend action should the City so desire.

General Assistance may include, but are not limited to the following:

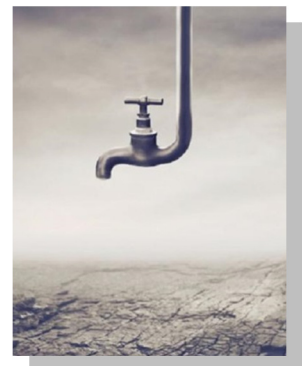
Interwest will aid the City with general information and departmental assistance when needed in addition to providing plan check review services.

Interwest will be prepared to effectively address the following:

- A. Assist City staff in managing the plan check services for residential and non-residential projects, regular interface with City staff and other City consultants, and attendance at meetings as necessary when work in is progress.
- B. Communicate, cooperate and team with City staff and other City Consultants are necessary.
- C. Demonstrate the depth and breadth of the firm to provide a full range of plan check services capable of meeting the needs of any given private development of City initiated project.
- D. Provide strong emphasis on the management of multiple projects and competing priorities while maintain quality, meeting schedules and staying within budget.

SPECIFIC CHALLENGES

We also have a good understanding of the challenges of design projects, both public and private, in the Coachella Valley. A number of our employees have direct experience working with Coachella Valley Cities. These challenges include obtaining compliance with the South Coast Air Quality Management District's (SCAQMD) PM 10 regulations. The Coachella Valley has been a "non-attainment" area for a long period of time. During grading and construction operations, care must be taken to ensure adequate dust control to avoid project shutdown and fines by SCAQMD. This is further exacerbated by the on-going drought in the State, making it more difficult to use water spraying for PM 10 control. The spraying of water during grading operations is imperative. After grading is completed, a soil surface binder may be placed that will provide a hard crust surface, thus minimizing blowing sand and dust.



Another challenge is the soil type present in the desert area. This causes very un-cohesive soils that must be taken into account when any design plans requiring trenching is involved,

especially in the existing street system. Because of soil sloughing during trenching, shoring must be incorporated as well as proper trench restoration standards to ensure proper compaction to the areas outside of the trench. If these factors are not incorporated into the design plans, differential settlement will occur to the areas of pavement adjacent to the trench after construction. Pavement failure adjacent to the trench will then accelerate.

Each project, map, and permit is different with its own set of established requirements and recorded conditions. Interwest staff will check all requirements and conditions in coordination with City staff and ensure they are addressed in the submitted plans. For all of the services requested, it is important that Interwest be responsive with professional staff that acts as an extension of City Staff.

SECTION C

Interwest's Project Approach

Interwest has provided building safety services for the past 16 years. We believe we are uniquely qualified to perform these services, as Interwest provides building safety services to public agencies throughout California. We have cultivated a reputation for expedient and cost-effective services provided by qualified and customer-focused professional consultants.

Interwest only serves public agency clients, typically in staff augmentation and program management roles. We believe our exclusive commitment to public agency clients is important, as it allows us to avoid any real or perceived issues regarding conflicts of interest.

As municipal consultants to many jurisdictions, Interwest staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross-trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

Our proposed team is dedicated to providing first-class Building and Safety Services. Comprehensive resumes with their complete history and professional registrations are included in the Appendix of this proposal.

Code Interpretations

Code interpretations are subject to final review and approval by the Building Official and/or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the Building Department.

Communicating Plan Review Results

Plan reviews will consist of written comments and redlined plans (1 copy). Comments and redlined plans or approval/denial letter and 1 set of plans will be returned to the City after each review is completed.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide a clear, concise, and thorough comment list from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest will transmit plan review comments, coordinate re-checks directly to the applicant as required, and return completed plan review documents to the City for final approval.

Maximum Proposed Turnaround Time

We consistently complete plan reviews within these timeframes or sooner! We work hard to accommodate any turn-around schedule desired by the jurisdiction. Multi-disciplinary reviews are typically performed in our offices but we are available for onsite work when required and whenever possible. We can furnish the following tiered turnaround:

Type of Job	Maximum Turn Around Time	
	First Check	Re-Check
RESIDENTIAL		
New Construction	10 Calendar Days	5 Calendar Days
Addition	10 Calendar Days	5 Calendar Days
Remodel (T.I.)	10 Calendar Days	5 Calendar Days
NON-RESIDENTIAL		
New Construction	14 Calendar Days	7 Calendar Days
Addition	10 Calendar Days	5 Calendar Days
Remodel (T.I.)	10 Calendar Days	5 Calendar Days

On-Site Consultant Services & Meeting Attendance

Interwest understands the City may require the services of an on-site plan reviewer from time to time. We have full-time staff of experienced plan reviewers and licensed architects, structural and civil engineers available to perform on-site plan review when requested. Also, many of our inspection personnel are cross-trained and skilled in performing both front counter and inspection duties as a potential added cost-savings to the City.

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

Electronic Plan Check Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California and we are prepared to provide electronic plan review services for the City of Desert Hot Springs. More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to cities; instantaneous comments to the developer, applicant or architect; 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 software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate and timely plan reviews.

Plan Review Tracking Method & Billing Process

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

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

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan check 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 in no later than 24 hours.

Special Projects

Interwest is able to accommodate special project plan check needs such as fast-track, multi-phased, or accelerated plan checks. 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's staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan check issues. Our staff will deal directly with applicants and their designers during the plan check process to resolve all issues. Interwest will furnish assigned personnel with all materials, resources and training necessary to conduct plan checks, including a current copy of the applicable City amendments, policies, procedures and forms.

Scope of Services

TECHNICAL CAPABILITIES IN PLAN CHECK AREAS

Fire and Life Safety Review

Interwest's non-structural plans examiners have furnished plan review services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. 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 Building Standards Code (Title 24) Parts 1 through 6 and 9.
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations Titles 19 and 25

Structural Review

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- | | |
|-----------------------------|--------------------|
| • Wood | • Concrete |
| • Masonry | • Structural Steel |
| • Light Gauge Steel Framing | • Aluminum |
| • Rammed Earth | • Straw Bale |

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

- | | |
|---|--|
| • Steel Moment Frames | • Wood Shear-wall Systems |
| • Buckling Restrained Braced Frames | • Masonry Shear-wall Systems |
| • Energy Dissipation Systems | • Concrete Shear-wall Systems |
| • Steel Eccentric Braced Frames | • Cantilevered Column Systems |
| • Steel Concentric Braced Frames | • Pre-Stressed / Post-Tensioned Concrete |
| • Various Proprietary Lateral Force Resisting Systems | • Seismic retrofits (URM, SWOF, etc.) |
| • Concrete Moment Frames | |

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

- Title 24, Part 2, Volume 2, California Code of Regulations (CCR)
- International Building Code (IBC)
- ASCE 7-10
- ASCE 41
- CA Historic Building Code
- CA Existing Building Code
- NEHRP
- AISC 341 & 360
- ACI 318 (Concrete)
- ANSI/AF & PA NDS
- ACI 530 (Masonry)

Mechanical, Plumbing & Electrical

Interwest's mechanical and electrical engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We review submitted design documents to ensure compliance with the City's adopted codes. We have made the transition to the newly adopted codes and currently review for those codes as required. All staff is appropriately licensed and/or certified 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 Residential 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
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 14 (standpipes)
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- FEMA & NEHRP Requirements for Existing Buildings
- CA Energy Code

Access Compliance - CASp Review, ADA Evaluation

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



Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility 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.

Green Building Review

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as they relate to the building codes. 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.

LEED Review

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.

Energy Compliance

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

Residential – California Residential Code

Our engineers and plan reviewers have extensive experience providing residential plan reviews. Our staff has experience reviewing, single family dwellings and multi-family dwelling ranging from duplexes to large high-rise apartment projects, as well as additions, remodels and seismic upgrades. Our staff is well versed in the provisions of the 2016 California Code. Members of our staff are currently providing seminars for ICC Chapters throughout the State of California. Interwest’s staff are familiar with environment surrounding residential construction and understanding the importance of providing plan reviews in an efficient and expedited manner to reduce the frustration of home owners as well as larger developers. We work in a collaborative manner to resolve plan review issues as quickly as possible.

Storm-water/Standard Urban Storm-water Mitigation Plan (SUSMP)

Interwest staff possesses the necessary training and certification to conduct required reviews of storm-water plans and reports on development projects. MS4 permit requirements and local City storm-water standards will be incorporated as part of the standard review process and required documentation will be produced and maintained in a manner consistent with the City’s annual storm-water reporting requirements.

SECTION H

Cost Proposal

Plan Check Fees are proposed below as a percentage of such fees collected by the City based on the City’s fee schedule, including Building, Electrical, Mechanical, Plumbing, Energy, CALGreen, Accessibility and other plan check fees where applicable.

PERCENTAGE STANDARD PLAN CHECK FEES

- **Fees for Standard Plan Check, including 1st, 2nd and 3rd Reviews:**
 - 75% of the City’s Plan Review Fee
- **Fees for Standard Plan Check 4th Review and Beyond:**
 - Hourly Rate to be charged at \$110 per hour

PERCENTAGE FOR EXPEDITED PLAN CHECK FEES

- **Fees for Expedited Plan Check:**
 - 140% of the standard rate

TURNAROUND TIMES

- Standard review times will be initial 10 days, 5 day re-checks up to the 3rd review. For extremely large commercial projects, timelines may be negotiated with the Building Official.

Shipping: There is no charge for courier or shipping services for plan review conducted off-site.

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide a clear, concise, and thorough comment list from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest will transmit plan review comments, coordinate re-checks directly to the applicant as required, and return completed plan review documents to the City for final approval.

SECTION I

Quality Control & Quality Assurance

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

Our staff of engineers and plans examiners are 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 as required to resolve plan review issues. We can work directly with applicants or by the City's preferred method of contact during the plan review process to resolve all code related issues and to provide complete and coordinated documents upon completion of the plan review process.

APPENDIX

Staff Resumes

Following this page, we have included detailed resumes for the Interwest staff proposed to provide building plan check services to the City of Desert Hot Springs.






Interwest Consulting Group Agreement 1.24.19

Final Audit Report

2019-01-25

Created:	2019-01-24
By:	CD Admin (cdadmin@cityofdhs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPfd0E2uXlwiIVKG-2zhJnL_j0DKxUj64

"Interwest Consulting Group Agreement 1.24.19" History

-  Document created by CD Admin (cdadmin@cityofdhs.org)
2019-01-24 - 5:58:20 PM GMT- IP address: 47.176.23.114
-  Document emailed to ron beehler (rbeehler@interwestgrp.com) for signature
2019-01-24 - 5:59:08 PM GMT
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2019-01-25 - 2:46:30 AM GMT- IP address: 207.183.255.46
-  Document e-signed by ron beehler (rbeehler@interwestgrp.com)
Signature Date: 2019-01-25 - 2:50:24 AM GMT - Time Source: server- IP address: 207.183.255.46
-  Signed document emailed to ron beehler (rbeehler@interwestgrp.com) and CD Admin (cdadmin@cityofdhs.org)
2019-01-25 - 2:50:24 AM GMT