

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Interwest Consulting Group
Consultant

1613 Santa Clara Dr., Ste. 100	Roseville	CA	95661
MAILING ADDRESS	CITY	STATE	ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)
hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for Fire plan review services

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Thursday, December 31, 2026, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant 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.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement,

and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or

under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Scott Cunningham
Fire Marshal
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Maria Haro-Sullivan
Account Manager
Interwest Consulting Group
1613 Santa Clara Dr., Ste. 100
Roseville, CA 95661
408-316-1392
mharo-sullivan@interwestgrp.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the

name of five () qualified mediators. Each party shall the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract 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 one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Toni Lundgren, City Manager

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
L. David Nefouse, City Attorney

CONSULTANT

By: _____
Title: President

EXHIBIT A

Scope of Work/Consultant Proposal

January 16, 2024

Scott Cunningham
Fire Marshal
Manteca City Clerks Office
1001 W. Center St.
Manteca, CA 95337



1613 Santa Clara Dr., Ste. 100
Roseville, CA 95661
p. 916.781.6600

Re: Proposal for Fire Plan Review Services

Dear Chief Cunningham,

Interwest Consulting Group (Interwest) understands that the City of Manteca Fire Department (Fire Department) is seeking a Fire Plan Review consultant on an as-needed basis. For this effort, we are proposing a highly qualified and appropriately licensed staff to deliver specific plan reviews for building fire plans.

Interwest maintains the largest staff of building safety professionals in California. With a deep bench of more than 275 professionals dedicated to providing building safety services to our clients, our team of well-qualified staff is available to assist the Manteca Fire Department as needed to meet workload demands. Our team brings the following advantages to your fire department:

- **Past Performance with Manteca Fire Department:** Our past performance demonstrates our successful project delivery and exceptional customer service. Interwest has been contracted with Manteca Fire Department to deliver fire plan review services, and we are very familiar with your local codes and concerns as well as your expectations for successful project completion.
- **Team Capacity and Capabilities:** Interwest maintains the largest staff of plan review professionals in California. Few, if any, of our competitors can match our depth of qualified, available staff. Our Roseville CA office will serve the Fire Department on this project and provide a longstanding team of experts that has successfully delivered plan review services on a wide range of projects.
- **Dedicated Fire Plan Engineers:** Our plans examiners, inspectors and permit technicians provide complete and comprehensive construction, building department, and fire protection services including electronic plan reviews and fire inspections, on time and on budget. We have a complete team of fire personnel and fire protection engineers with extensive experience and industry knowledge conducting Title 19 fire and life safety plan reviews and inspection services.

We hope the qualifications demonstrated in this package will encourage Manteca Fire Department to continue to work with Interwest's exceptionally talented and experienced consultant staff. Our references will testify that Interwest will provide high quality services, on time and on budget. We appreciate the opportunity to present our qualifications and look forward to continuing to serve your community.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com.

Sincerely,

Paul Meschino
President

**PROPOSAL MAIN
POINT OF CONTACT:**

Maria Haro-Sullivan
Account Manager
408.316.1392
mharo-sullivan@interwestgrp.com



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Firm Background & List of Recent Projects

SECTION

1.





Section 1 / Firm Background & List of Recent Projects

Firm Background

Interwest has extensive experience and a proven track record of successfully providing on-call consultant services to public agencies. Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. Our more than 400 employees span a multitude of disciplines, roles, and job placements to municipalities within planning, public works, and building safety departments throughout California.

Our services are specifically tailored to fit the needs of our clients. We currently serve over 330 cities, counties, and state agencies across California and deliver Building and Fire Plan Review as well as the following additional services:

- Planning & Urban Design
- Municipal Engineering
- Traffic Engineering
- Building Department Services
- Construction Management & Inspection
- Real Estate & Right of Way Acquisition

Interwest staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of City Engineer, Public Works Director, Construction Manager, Building Official, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

INTERWEST PROFILE

YEAR FOUNDED:

2002

TOTAL EMPLOYEES:

More than 400
CA Employees

NUMBER OF OFFICES:

10 Locations

PROJECT OFFICE FOR THIS CONTRACT:

Interwest Roseville Office
1613 Santa Clara Dr., Ste. 100
Roseville, CA 95661

OFFICE LOCATIONS:

CA Offices:

Roseville | Elk Grove
Fremont | Fresno | Irvine
Ontario | San Diego

Other Offices:

Las Vegas, NV | Loveland, CO

The Interwest Advantage

We have extensive experience providing the requested services to other local municipal agencies within the same region and beyond. Project examples that illustrate our proven ability to deliver in complex municipal environments are provided in Section 4 References.



Experience in California: Interwest has had the privilege to serve several municipalities throughout California. Our staff's local experience has given them valuable insight into the unique concerns of the area, familiarity with all relevant local standards and regulations, and relationships with the community and local agencies.



Small Firm Focus, Large Firm Resources: Our primary focus is providing turnkey staff augmentation services to California municipal clients. Unlike many of our competitors – either too small to provide a full range of dedicated services, or too large and dispersed to provide a local focus – Interwest is a full-service organization with the resources to provide any and all of the expertise required and the ability to scale our services to the the Fire Department's changing needs.



A Wealth of Relevant Municipal Experience: Our staff has served as municipal employees, often in management roles, so we understand how the system works from the inside out. For the same reason, our staff understands how to manage projects while representing your goals responsibly and respecting budgetary and time limitations.

By design, our staff is comprised of professionals with extensive experience working directly for public agencies. Our staff will ensure conformance with Federal, State and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, plans, laws, and accepted standard construction practices.

Management Personnel

Interwest believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to Manteca Fire Department to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

Augie Cerdan, PE, brings over 36 years of experience in construction and fire plan review and inspection with a proven performance in analysis and regulatory compliance as a licensed Fire Protection Engineer. Augie's extensive experiences as a Fire Protection Engineer, has provided him a skill set to examine and correct construction documents, establish and maintain effective working relationships, determine adherence to code requirements and provide rapid, uniform and accurate customer service.

Maria Haro-Sullivan will serve as the Account Manager for the Fire Department. She has served in client relations for more than 15 years and has learned what it takes to provide an in-tune and in-touch approach with clients. As the Account Manager, Ms. Haro-Sullivan aims to ensure the Fire Department receives the support it needs. Her role focuses on bringing the right people to the table should your community desire things such as additional service options, improved tech-enabled capabilities, local or headquartered back-office support, and overall contract success and longevity. Maria also performs random quality evaluations of our staff throughout the year. Maria will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest.

Augie and Maria are dedicated to ensuring that the Fire Department receives high quality work products in the format required and to providing staff trained and briefed on the Fire Department's specific requirements so that services are delivered in a timely manner.

List of Recent Projects

Our proposed Fire Services staff has extensive current and recent experience providing similar services to California clients. We believe that client satisfaction is the ultimate indicator of our success as a firm. We encourage the Fire Department to contact the references listed below to provide testimony of our capability to perform the work, adhere to schedules and budgets, and exceed expectations.

Presented in the following table, we have provided a client list of municipal fire departments Interwest has served, as well as projects our team has provided that are similar to the requested services outlined in the RFP.

CLIENT REFERENCE	REFERENCE	DESCRIPTION OF SERVICE	CONTRACT AMOUNT AND DATE
South San Joaquin County Fire Authority	Tim Spears Fire Marshal tim.spears@sjcfire.org 209.831.6706	Fire Plan Review Services Highlighted Projects: 1. Tracy Multi-Generational Recreation Center 2. Safeway Distribution Warehouse Expansion 3. Golden State Fire Apparatus Project	<ul style="list-style-type: none"> \$50,000 Annually 8/2020 – 6/2023 \$25,000 Annually 7/2023 - 6/2026
City of Palo Alto Fire Department	Karl F. Schneider Fire Plan Review Manager karl.schneider@cityofpaloalto.org 408.310.0393	Fire Plan Review Services Highlighted Projects: 1. Stanford Healthcare Project 2. Tesla-Vehicle Attributes Lab 3. Childrens Health Council	<ul style="list-style-type: none"> \$150,800 5/2023 – 12/2024
City of South Placer Fire District	Jeff Ingolia Fire Marshal jingolia@southplacerfire.org 916.791.7059	Fire Plan Review & Inspection Services Highlighted Projects: 1. Sehr Winery 2. Quarry Ridge Professional Center 3. Granite Bay Brewery	<ul style="list-style-type: none"> \$20,000 Annually 1/2020 – 12/2023
Manteca Fire Department	Scott Cunningham Fire Marshal scunningham@ci.manteca.ca.us 209.456.8379	Fire Plan Review Services Highlighted Projects: 1. Woodbridge West Commercial 2. Cabral Jeep Dealership 3. Great Wolf Lodge 4. Ford Storage Racks	<ul style="list-style-type: none"> \$305,984 2017 - Current

CLIENT REFERENCE	REFERENCE	DESCRIPTION OF SERVICE	CONTRACT AMOUNT AND DATE
City of Folsom Fire Department	Ken Cusano Fire Chief kcusano@folsom.ca.us 916.716.7412	Fire Plan Review Services Highlighted Projects: 1. Palladio Center 2. AC Hotel by Marriott 3. Fire Station 34	<ul style="list-style-type: none"> \$2.5M 7/2015 – 7/2020
Kings County Fire Department	Blake Adney Fire Marshal blake.adney@co.kings.ca.us 559.852.2885	Fire Plan Review Services Highlighted Projects: 1. Aria Health Center 2. Foster Farms 3. Chemical Waste Management	<ul style="list-style-type: none"> \$25,000 2018 - Current
City of Davis Fire Department	Patrick Sandholdt Fire Marshal psandholdt@cityofdavis.org 530.757.5682	Fire Plan Review Services Highlighted Projects: 1. The Davis Collection Project 2. DMG Mori-Nitrogen Generation System 3. Cannery Village Apartments	<ul style="list-style-type: none"> \$294,135 2018 - Current



With Interwest, you are selecting a team that is very familiar with municipal fire plan review and the municipal code, including any local code amendments and ordinances. Interwest has had the privilege of serving the City of Manteca Fire Department with fire plan review services since 2018.

This experience allows us to hit the ground running and work collaboratively with Manteca Fire Department from day one.

Principal, Employees, Subconsultants

SECTION

2.

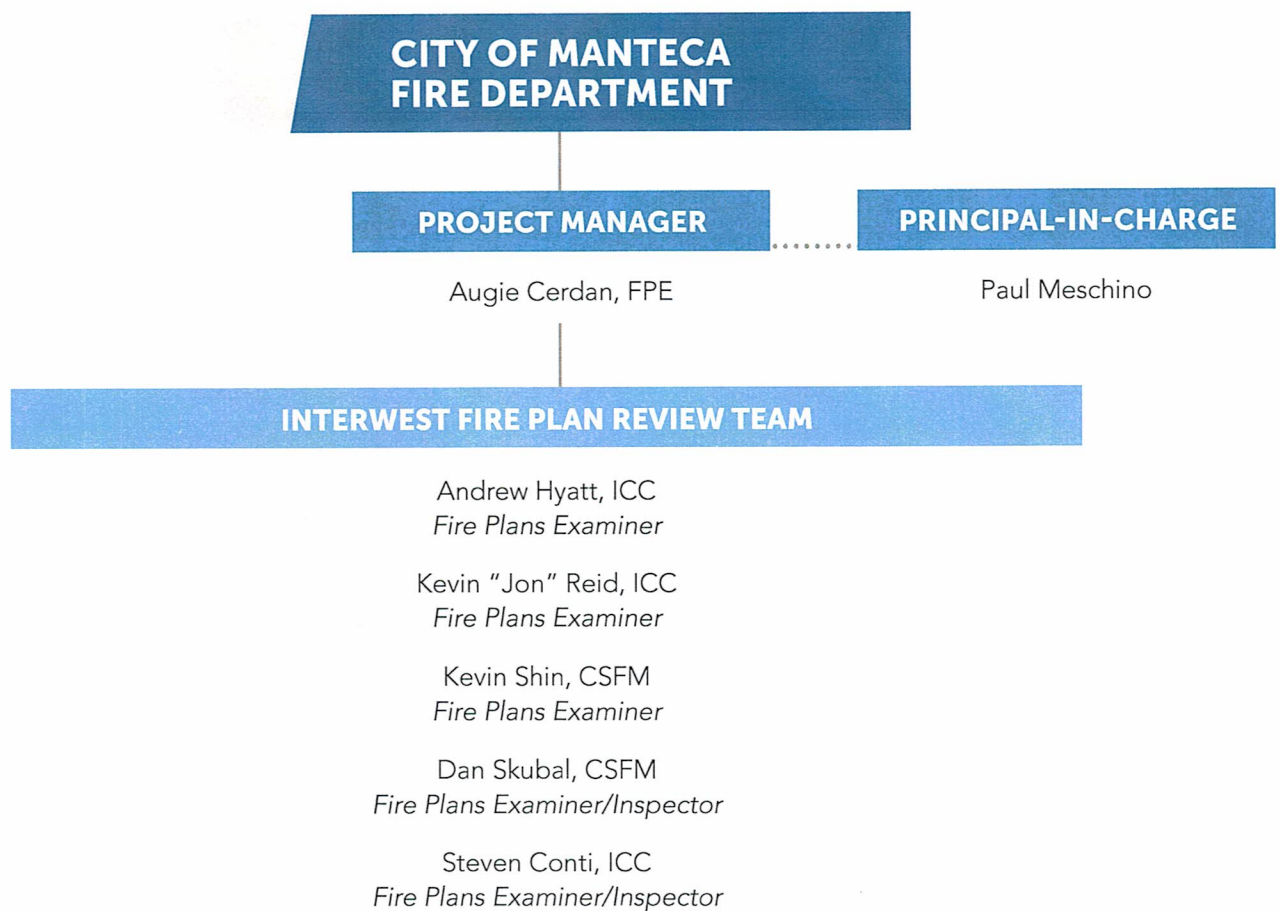


Section 2 / Principal, Employees, Subconsultants

Organizational Chart

Our Principal-in-Charge is Paul Meschino, President of Interwest. Our proposed team members are outlined in the following organizational chart. Interwest plans to perform our services in-house and does not anticipate using any subconsultants.

Our team has significant direct experience working as municipal employees and as contract staff members in jurisdictions throughout California. Individually, the professionals selected to serve Manteca Fire Department excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions to serve the interests of your community. The organizational chart provided below highlights our project team, company roles, areas of expertise, and the organization of our project team. Résumés of our project staff are included on the pages that follow.



Augie Cerdan, FPE

PROJECT MANAGER, FIRE PROTECTION MANAGER

Augie brings over 36 years of experience in construction and fire plan review and inspection, with a proven performance in analysis and regulatory compliance as a Fire Protection Engineer. Augie's extensive experiences as a licensed Fire Protection Engineer have provided him a skill set to examine and correct construction documents, establish and maintain effective working relationships, determine adherence to code requirements, and provide rapid, uniform, and accurate customer service.

PROFESSIONAL HISTORY

Fire Protection Engineer | Fire Plans Examiner | Fire Inspector / Interwest Consulting Group / 2018 - Present

Augie manages and reviews commercial, industrial, multi-family, and residential project plans for compliance with California Fire, Building, Mechanical and Electrical Codes; state and local fire codes, policies, amendments, and ordinances.

Fire Protection Engineer / City of Folsom / 1999 - 2018

Augie serviced the City of Folsom for 19 years as their Fire Protection Engineer his role included; examining and noting deficiencies of plans, calculations, and specifications associated with the review of site and building plans, fire suppression and alarm systems, tentative parcel maps, industrial processes, hazardous materials, and specifications for new buildings and building modifications to ensure compliance with Federal, State and local fire and life safety ordinances, laws and codes. Additional duties included; conducting functional tests and field inspections of construction sites; suppression, detection and alarm systems; means of egress; fire barriers and smoke management systems.

Augie also interpreted, analyzed and made recommendations and provided technical advice to staff, developers, architects, contractors and the public related to codes, ordinances and standards. He played a key role in providing construction permitting services as the Fire Department's representative for Community Development that resulted in a one-stop permit counter at City Hall. Additionally, he spearheaded the over-the-counter plan checking and permitting services for building permit and fire protection system applications at the public counter of the Community Development Department.

Fire Protection Engineer / City of Sunnyvale / 1990 - 1999

Augie serviced the City of Sunnyvale for nine years as a Fire Protection Engineer his role included; examining and noting deficiencies of plans, calculations, and specifications associated with the review of site and building plans, fire suppression and alarm systems, tentative parcel maps, industrial processes, hazardous materials, and specifications for new buildings and building modifications to ensure compliance with Federal, State and local fire and life safety ordinances, laws and codes. Additional duties included; conducting functional tests and field inspections of construction sites; suppression, detection and alarm systems; means of egress; fire barriers and smoke management systems.



A SAFEbuilt COMPANY

YEARS OF EXPERIENCE: 36

YEARS W/ INTERWEST: 5

EDUCATION:

- BS, Mechanical Engineering, University of California, Davis

REGISTRATIONS/ CERTIFICATIONS:

- CA Registered Professional Fire Protection Engineer | FP1579

Andrew D. Hyatt, ICC

FIRE PLANS EXAMINER

Andrew is a dedicated, highly self-motivated professional and natural leader with experience in; fire code, plan review, inspections, and proper handling of hazardous materials. He is qualified with over 20 years of extensive experience in fire prevention, with specialized knowledge of current fire safety laws, codes, and ordinances.

PROFESSIONAL EXPERIENCE

Fire Plans Examiner / Interwest Consulting Group / 2022 – Present

Andrew is responsible for ensuring that all plan reviews and field inspections are completed as committed to the customer, and that documentation is accurately maintained. He is responsible for ensuring that plan reviews and inspections are performed in accordance with the standards, ordinances, codes, and regulations adopted/established by the municipality.

Fire Prevention Specialist II / City of Santa Clara Fire Department / 2009 - 2022

Andrew provided plan reviews and inspections in the following areas: architectural, automatic sprinklers, fire alarms, water supply, access, alternative automatic fire extinguishing systems, hazardous materials, and additional areas.

Volunteer / City of Santa Clara Fire Department, Fire Prevention Division / 2007 - 2009

Andrew assisted with fire inspections and acceptance testing of fire extinguishing systems, fire alarm systems, and additional areas. This included over 180 hours of plan review volunteer time. Andrew also assisted in all aspects of plan review, as well as construction and operational permit inspections.

Associate Consultant / Hazardous Materials Division / 2008 - 2009

Andrew provided consulting for applicants regarding Hazardous Materials Business Plans. He promoted a helpful and friendly relationship between contractors as well as business owners.

Computer Systems Operator / United States Air Force – OH & CA Air National Guard / 2002 - 2008

Andrew specialized in communications, including prioritizing tasks to provide support for air rescue operations. He maintained Top Secret Security Clearance.



A SAFEbuilt COMPANY

YEARS OF EXPERIENCE: 20

YEARS WITH INTERWEST: 3

EDUCATION:

- A.S. Degree in Fire Technology, Cabrillo College, Honorable Mention
- Bachelor's Degree in Cardiovascular Science, The Ohio State University, Dean's List
- A.A. Degree, The Ohio State University, Dean's List

LICENSES / CERTIFICATIONS:

- ICC, 8415675
- ICC Fire Plans Examiner
- ICC Fire Inspector I
- ICC Fire Inspection II

Kevin "Jon" Reid, ICC

FIRE PLANS EXAMINER

Jon is an ICC Certified fire plans examiner skilled at reading and interpreting plans. He has excellent customer service skills and is capable of performing and certifying the installation of specialized fire protection systems.

PROFESSIONAL HISTORY

Fire Plans Examiner / Interwest Consulting Group / 2022 - Present

Jon reviews plans and specifications for building construction projects to ensure compliance with applicable fire codes and ordinances and provides fire inspection services for various jurisdictional clients.

Life Safety Fire Specialist / Newport Beach Fire Department / 2021 - 2022

Jon conducted plan review of commercial and residential projects as they relate to a variety of occupancy types and fire protection systems for the City of Newport Beach. He conducted commercial and residential new construction inspections based on a variety of occupancy types for the City of Newport Beach. He conducted annual (State-mandated) inspections based on a variety of occupancy types.

Fire Safety Specialist / Riverside County Fire Department Office of the Fire Marshal / 2019 - 2020

Jon managed/orchestrated the Hazardous Material and Rubbish Abatement program for the City of Lake Elsinore. He represented the OFM at public education sessions for local schools within the jurisdiction. He also collaborated with first-in engine companies on new construction projects.

Fire Systems Inspector / Riverside County Fire Department Office of the Fire Marshal / 2018 - 2019

Jon followed up on engine company issues pertaining to FD access and nuisances within our scope and investigated citizen and customer complaints. He also conducted post fire follow-up for the fire marshal.

Fire Prevention Intern / Riverside City Fire Prevention Department / 2016 - 2019

Jon conducted new construction inspections based on a variety of occupancy types. He conducted NFPA 13, 13D, and 13R compliant fire sprinkler inspections and conducted NFPA 17 compliant hood and duct inspections and acceptance tests.



A SAFEbuilt COMPANY

YEARS OF EXPERIENCE: 7

YEARS W/ INTERWEST: 2

EDUCATION:

- Fire Technology/Fire Science, Santa Ana Community College, Santa Ana, CA
- BS, Networking and Telecommunications, DeVry University, Pomona, CA

REGISTRATIONS/ CERTIFICATIONS:

- ICC, 8806397
- ICC Fire Plans Examiner
- ICC Fire Inspector I
- ICC Fire Inspector II
- OSFM Fire Inspector 1
- OSFM Fire Inspector 2
- PC832 Laws of Arrest
- TV/Motion Picture FSO
- CPR/First Aid/AED
- FEMA ICS 100/200/700
- Hazardous Material Awareness

Kevin Shin, CFSM

FIRE PLANS EXAMINER/INSPECTOR

Kevin is a California State Fire Marshal Certified Fire and Life Safety professional with 25 years of relevant work experience.

PROFESSIONAL EXPERIENCE

Fire Plans Examiner / Interwest Consulting Group / 2023 - Present

Kevin reviews plans and specifications for building construction projects to ensure compliance with applicable fire codes and ordinances and provides fire inspection services for various jurisdictional clients.

Assistant Fire Marshal / Riverside County Fire - Office of the Fire Marshal / 2017 - 2022

- Supervise and coordinate programs and activities of the Office of the Fire Marshal.
- Coordinate staffing, permitting, and scheduling of inspection programs and special events.
- Supervise daily activities of Office of the Fire Marshal employees including assigning, prioritizing, and monitoring work in area of assignment; conducting performance evaluations; recommending staffing and disciplinary actions; ensure appropriate training is available, counseling, evaluating, and meeting with various stakeholders to identify and resolve issues/problems.

Reserve Fire Inspector / Chino Valley Fire District / 2017

- Inspected buildings to locate hazardous conditions and fire code violations such as accumulations of combustible material, electrical wiring problems, and inadequate or non-functional fire exits.
- Identified corrective actions necessary to bring properties into compliance with applicable fire codes, laws, regulations, and standards, and explain these measures to property owners or their representatives.
- Conducted inspections and acceptance testing of newly installed fire protection systems.

Community Construction Manager / Frontier Communities / 2016 - 2017

- Was responsible for construction and presentation of the homes in a timely manner.
- Managed and supervised assistants.
- Reviewed and interpreted complex building plans for the construction of residential homes to determine compliance with the building, electrical, plumbing, mechanical, and fire codes.

EMT -1 / Field Training Officer / 2015 / 2002 - 2006

- Responded to 911 calls and provided rescue emergency medical treatment and transportation.
- Provided basic life support treatment and assisted paramedics with advanced life support techniques and treatment.
- Triaged, managed, and prioritized emergency medical operations during all levels of response.

Safety and Training Manager / AECOM / 2012 - 2013

- Supported United States Army combat aviation readiness during Operation



A SAFEbuilt COMPANY

YEARS OF EXPERIENCE: 25

YEARS W/ INTERWEST: 2

EDUCATION:

- Bachelor of Science in Business Management, University of Phoenix

LICENSES / CERTIFICATIONS:

- Firefighter I – Certified (CalFire)
- Fire Inspector I – Certified (State)
- Fire Inspector 2A, 2B, 2C, (2D in progress)
- Plans Examiner I – Certified (State)
- 832 PC – Certified – (Riverside County Sheriff)
- Motion Picture / Television Fire Safety Officer – Certified (State)
- Proximate Audience Pyrotechnics – Certified (State)
- Outdoor Public Display Fireworks – Certified (State)

Daniel Skubal, CFSM

FIRE PLANS EXAMINER/INSPECTOR

Daniel is a California State Fire Marshal Certified Fire and Life Safety professional providing fire protection consulting services, plan review and field inspections to individuals and building and fire departments throughout Northern California. He brings 25 years' experience within the fire protection industry serving as a fire plan reviewer, fire inspector and code enforcement officer for fire departments throughout Northern California.

PROFESSIONAL HISTORY

Campus Fire Marshal / California State Universities / 2020 - Present

Dan conducts Title 19 plan reviews and inspections for California State University campuses for compliance with California Fire, Building, Mechanical and Electrical Codes; state codes, policies, amendments, and ordinances.

Fire Inspector and Plans Examiner / Interwest Consulting Group / 2019 – Present

- Dan reviews plans and specifications for building construction projects to ensure compliance with applicable fire codes and ordinances and provides fire inspection services for various jurisdictional clients.

Fire Prevention Specialist / El Dorado Hills Fire Department / 2015 – 2019

- Daniel conducted fire and life safety inspections for various building types including residential, licensed care facilities, commercial and industrial buildings, public schools and manufacturing facilities. He also performed plan reviews on all types of projects including new construction, tenant improvements, solar, civil reviews, fire sprinkler and fire alarm systems. Daniel was also responsible for preparing, reviewing and approving hazardous material business plans and issuing fire code permits and citations for non-compliance.

Fire Inspector / Code Enforcement Officer II / Fremont Fire Department / 2006 – 2015

- Daniel provided fire and life safety inspections for all building types, enforced federal, state and local fire and life safety codes and issued fire code permits and citations for non-compliance. He was the program manager for the Wild Land Urban Interface and Weed Abatement program and for prepared, reviewed and approved hazardous material business plans.
- Developed, implemented, and maintained safety / training policies and procedures for the US Army and AECOM.



YEARS OF EXPERIENCE: 25

YEARS W/ INTERWEST: 5

EDUCATION:

- BS, Interdisciplinary Studies, Brigham Young University, ID
- Certificate of Completion, Fire Prevention and Inspection, Chabot College

LICENSES / CERTIFICATIONS:

- State Certified Fire Prevention Officer, OSFM
- Statutes and Regulations-2018, OSFM
- OSFM Fire Prevention Courses - 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, Inspector 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D

Steven Conti, ICC

FIRE PLANS EXAMINER/INSPECTOR

Steven is a California State Fire Marshal Certified Fire Inspector. He brings over 25 years of firefighting and fire inspection experience. Steven has an extensive record of successfully inspecting all phases of highly complex projects. He is accomplished in all duties including plan review approval, multi-discipline inspections, scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance.

PROFESSIONAL HISTORY

Fire Inspection and Plans Examiner / Interwest Consulting Group

Steven performs fire inspection services for various jurisdictional clients. He reviews commercial and residential buildings to ensure compliance with applicable fire codes and ordinances. Steven reviews plans and specifications for building construction projects to ensure compliance with applicable codes and ordinances as well as calculations for fire alarm and extinguishing systems.

Drill Instructor / California Fire & Rescue JPA Academy

Steven was a Training Instructor for entry level fire recruits, performing hands-on operation techniques for personnel.

Captain / City of Sacramento Fire Department

Steven was the Engine Company Captain. He led a crew of four personnel, responded to emergency calls for service, and performed fire safety inspections.

Firefighter / City of Sacramento Fire Department

Steven operated as member of an engine company responding to emergency calls for service. He performed fire safety business inspections on the engine company level.

Fire Prevention Officer / City of Sacramento Fire Department

Steven performed regular assigned inspections of complex facilities including commercial and industrial locations. He participated in fire safety public events instructing businesses and the general public in fire safety techniques. Steven provided instruction to team members on fire safety inspection and fire investigation techniques.

Seasonal Firefighter / City of Redding Fire Department

Steven performed as a regular firefighter assisting suppression crews with staffing and business inspections.



YEAR OF EXPERIENCE: 25+
YEARS W/ INTERWEST: 2

EDUCATION

- Business Management, University of Phoenix
- Hazardous Materials Specialist, CA Specialized Training Institute
- AA in Fire Technology, Shasta College
- Emergency Medical Technician Sacramento County EMS

REGISTRATIONS/ CERTIFICATIONS

- International Code Council | 8356876
- ICC Fire Plans Examiner
- ICC Fire Inspector I
- ICC Fire Inspector II
- ICC Residential Fire Sprinkler Inspector
- ICC Residential Fire Sprinkler Plans Examiner
- ICC Commercial Plans Examiner
- ICC Commercial Fire Sprinkler Inspector
- ICC Pre-Engineered Kitchen Fire Extinguishing Systems Technician
- CSFM Fire Prevention Officer 1
- CSFM Fire Inspector 1A
- CSFM Fire Inspector 1B
- CSFM Fire Inspector 1C
- CSFM Fire Inspector 1D
- CSFM Fire Inspector 2A
- CSFM Fire Inspector 2B
- CSFM Fire Inspector 2C
- CSFM Fire Inspector 2D
- Fire Prevention 3A & 3B
- Penal Code 832
- ICS 200
- Firefighter 1-2

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
President

EXHIBIT C

Payment Schedule

Fee Schedule

Interwest Proposed Hourly Billing Rates

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

CLASSIFICATION	HOURLY BILLING RATES
BUILDING AND FIRE SAFETY SERVICES:	
Fire Inspector	\$130
Senior Fire Plans Examiner	\$130
Fire Protection Engineer	\$155

Meetings: On-site meetings required will be charged at the hourly rates above. Our team is always available via video conferencing, email or phone at no additional charge as part of our plan checking service.

Expedited Plan Check: Expedited reviews will be charged at 150% of the appropriate proposed rate.

Overtime, Holiday, and Night Work: Overtime, holiday and night work required will be charged at 140% of the appropriate proposed rate.

Mileage will be reimbursed at the current IRS Rate. There will be a minimum of six (6) hour fee for each day our staff is called out to work at the Fire Department.

TOTAL PROPOSED "NOT TO EXCEED" COST

The fire inspection and plan review services requested by the Fire Department are based on an indeterminate number of scheduled inspections and plan reviews during the term of the contract. Therefore, it is not feasible to establish a total "Not to Exceed" cost at the start of the project. The Fire Department may elect to determine its own "Not to Exceed" threshold for the provision of services, based on historical demand and workflow. Interwest is prepared to discuss this issue with the Fire Authority, if requested.

ESTIMATED BREAKDOWN FOR SERVICES

The total cost for each major component of service (fire plan review and/or fire inspection) is wholly contingent on the number of inspections required and plans submitted for review. The hourly billing rates shown above should allow for the calculation of a reasonable estimate of the total cost for each service based on anticipated averages.