



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Douglas Moody, Building Official
760-839-6369
("CITY")

And: Interwest Consulting Group, Inc.
a Colorado corporation
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
Attn: Paul Meschino, President
619-372-9962
pmeschino@interwestgrp.com
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to perform building permit plan check review services and building permit inspections;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, a total amount not to exceed the sum of **\$877,500**. Annual compensation for each of the three years during the term of this Agreement shall not exceed the sum of **\$292,500**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
 - a. Each individual listed on Attachment "B" must file (i) a Statement of Economic Interests Form 700 ("Form 700") pursuant to the California Political Reform Act of 1974 within 30 days of commencing work pursuant to this Agreement and (ii) a "leaving office" Form 700 within 30 days of concluding work pursuant to this Agreement. If the term of this Agreement extends beyond one year, each individual listed on Attachment "B" must file a Form 700 on an annual basis for each subsequent term year on or before the first of April. The CITY may require each individual listed on Attachment "B" to assist the CITY in completing a Form 805 to identify consultants that make or participate in making governmental decisions and identify the consultants' disclosure requirements. The Clerk's Office will coordinate Form 700 and 805 completion on the CITY's behalf.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent. For the avoidance of doubt, nothing in this Agreement shall be understood to grant CITY

rights to pre-existing intellectual property of CONSULTANT, including CONSULTANT software and licensed software, or to any improvements thereto.

7. Insurance Requirements.

- a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* Except with respect to Workers' Compensation coverage, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

- (5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
 - (8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.
 - a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all third party claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all direct damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature to the extent that they caused by, arising out of, or in connection with CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole or active negligence or willful misconduct of the CITY. Notwithstanding any provision of law to the contrary, CONSULTANT shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. CONSULTANT's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.
 - b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
 - c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent, which shall not be unreasonably delayed or withheld. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Interwest Consulting Group, Inc.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

Interwest Consulting Group, Inc., a Colorado corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with on-call building permit plan review and field inspection services.

B. Location

Consultant to provide services at various locations within the City of Escondido and at Consultant's office located at 9500 Cesapeake Drive, Suite 208, San Diego, CA 92123. Consultant shall accommodate both hardcopy and electronic plan review services as preferred by the City. Any electronic data entry and application reviews shall be compatible with the City's tracking and databases.

C. Services

Consultant shall provide the services as described in Consultant's proposal, which is attached to this Scope of Work as Exhibit 1 and incorporated herein by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. The scope of work shall also include dedicated building inspection services for the Palomar Heights Project.

D. Scheduling

All assigned inspections will be performed within 24 hours of notification from the City if notified by 3 pm the day prior. Long-term inspection assignments will be filled within 48 hours. All assigned building permit plan review services will commence within 24 hours upon receipt of the plans from the City. Notice of assignment will be effected by the City to Consultant via email.

Consultant shall adhere to the following deadlines in providing building permit plan review services:

Assignment Type	Deadline for Submission to the City	
	First Check	Re-Check
Plan Check for minor alterations and additions	5 Working Days	5 Working Days
Plan Check for Solar or ESS systems	3 Working Days	2 Working Days
Fire code compliance review	5 Working Days	5 Working Days
Plan Check for single-tenant dwellings	5 Working Days	5 Working Days
Plan Check for multi-tenant buildings	10 Working Days	5 Working Days
Plan Check for commercial construction under 10,000 square feet	5 Working Days	5 Working Days
Plan Check for commercial construction over 10,000 square feet	10 Working Days	5 Working Days

E. Contract Price and Payment Terms

The total contract price of this Agreement shall not to exceed the sum of **\$877,500**. Annual compensation for each of the three years during the term of this Agreement shall not exceed the sum of **\$292,500**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

Consultant shall retain firm pricing and rates as detailed in Exhibit 2 to this Scope of Work, which is attached hereto and incorporated by this reference. Effective July 1 of each year of this Agreement, the hourly rates may increase the lesser of the Consumer Price Index, All Urban Consumers, San Diego-Carlsbad for the 12-month period ending in March or four percent.

F. Term

The term of this Agreement shall be for **three years**, commencing on the Effective Date of the Agreement ("Initial Term"). Thereafter, the City shall have the option to extend the Initial Term of this Agreement by one year.

G. Other

Consultant acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.

The City is experiencing greater than normal growth. As of the Effective Date of this Agreement, more than 40 major development projects are in various stages of review. Given the current growth trends, recent City-staff turn-over, the complexity and timelines of pending projects, and the need to ensure safety of residents and the community, the City has recognized the need for third party assistance in performing plan check services, on-call backup inspection services, and services of a dedicated building inspector for the Palomar Heights Project.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed in Exhibit 1 to this Personnel List, which is attached hereto and incorporated by this reference.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

Paul Meschino, President

EXHIBIT 1 – SCOPE OF WORK

PLAN CHECK AND INSPECTION TECHNICAL CAPABILITIES

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC-certified or otherwise qualified plans examiners with extensive experience providing plan review services. Plans examination activities are performed under the direction of a California-licensed professional engineer and/or licensed architect.

PERMIT SOFTWARE DATA ENTRY

Our team is familiar with the City's tracking and databases and will utilize the City's CityWorks Software for permit tracking, plan check routing, and inspections. We will use OnBase until ProjectDox is implemented for digital plan review.

PERMIT APPLICATION REVIEWS

Interwest understands that permit application review is crucial to the success of the entire building and safety process. Contact with the public at this initial point sets the tone for any additional interaction through the life of a project, whether engaging the homeowner, architect, developer or contractor, or other community members. Delivering excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting are key elements to furnishing our clients with a first-rate, efficient experience.

ARCHITECTURAL REVIEW

Interwest's non-structural plans examiners furnish plan review services for various projects, including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp certified. We are experienced and familiar with the use and application of current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act
- Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

STRUCTURAL REVIEW

Our California-licensed structural engineers have experience designing and reviewing projects, utilizing virtually all building materials, including:

- Wood
- Masonry
- Light Gauge Steel Framing
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum

Our engineers have designed or reviewed a variety of structural systems, including:

- Steel Moment frames
- Buckling Restrained Braced
- Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames

- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral
- Force Resisting Systems

Our structural engineers are experienced with the provisions of model codes, including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358, and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold-Formed Steel
- ANSI / AF&PA NDS for Wood
- Framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP Requirements

MECHANICAL, PLUMBING AND ELECTRICAL REVIEW

Interwest’s California-licensed mechanical and electrical engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy and Green Building Standards Codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted Amendments or Ordinances

DISABLED ACCESS REVIEW

Interwest staff is thoroughly trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations. Staff is available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance and successful partnership with the differently-abled community to address the needs and requirements of both entities. We assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code interpretation, hardship, and code changes.

LEED REVIEW

Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators with a framework for identifying and implementing measurable green building design, construction, operations, and maintenance solutions. LEED certification consists of several 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. Interwest’s plan reviewers are knowledgeable and current with LEED certification requirements.

GREEN BUILDING REVIEW

Our staff is familiar with incorporating CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in developing various “green” standards for super adobe, rammed earth, and straw bale construction, to name a few.

BUILDING INSPECTIONS

Building inspectors qualified to perform residential and commercial inspections are available during normal business hours (40 hours/week). Inspectors are flexible and willing to assist during special off-hours by request with advance notice. Assigned staff perform inspection services, as needed, to verify that construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we are available to answer in-person or telephone inquiries. Despite the changing nature of municipal codes, we are compliant with all current code requirements. More specifically, we ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historic buildings.

EXHIBIT 2

FEE/COST PROPOSAL

*Consultants fee per plan review is detailed below and is based on the plan review fees collected by the City. Plan Review fees collected by the City shall be the established rate adopted by the City of Escondido City Council.

PLAN CHECK	<i>Consultant Fee as a Percent of Plan Review Fees</i>
Plan Check Review	50% (not to exceed 75% for duration of this contract)
Repeat Plan Check Review	20%
Expedited Plan Check Review	150%
Structural-only Plan Review	30%

BUILDING INSPECTION	<i>Fee</i>
Building Inspection for a 24-month period with an option to extend for an additional 6-month period	Inspector III - \$110.00
	Inspector II - \$100.00
	Inspector I - \$90.00
Additional On-Call Building Inspection	Inspector III - \$110.00
	Inspector II - \$100.00
	Inspector I - \$90.00

BUILDING SAFETY SERVICES	<i>Hourly Rate</i>
Certified Building Official	\$150.00
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)/Architect	\$135.00
Supervising Structural Engineer	\$145.00
Senior Structural Engineer	\$140.00
Senior Plans Examiner	\$130.00
CASp	\$125.00
Inspector III	\$110.00
Inspector II	\$100.00
Inspector I	\$90.00
Permit Technician	\$70.00
Fire Protection Engineer	\$135.00
Senior Fire Plans Examiner	\$125.00
Fire Plans Examiner / Fire Inspector	\$115.00
ICC Building Plans Examiner	\$105.00

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 Consumer based on the San Diego-Carlsbad referred to herein as the "CPI". Such an increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

PERSONNEL LIST

BUILDING PERMIT PLAN CHECK AND INSPECTIONS TEAM

The staff listed below are the principal's-in-charge of all worked in accordance with this contract.

Name	Hourly Rate	Type of Work	Email
David Kniff, AIA <i>Project Manager</i>	\$170	Project Management and Backup Plan Review Support	dkniff@esgil.com
Ali Sadre, MS, PE, SE, CASP <i>Structural Plans Examiner</i>	\$150	Structural Plan Review	asadre@esgil.com
Erich Kuchar, MS, PE <i>Plan Review Supervisor</i>	\$135	Plan Review Supervisor and Plans Examiner	ekuchar@esgil.com
Jessica Tuazon, PE <i>Assistant Plan Review Supervisor</i>	\$135	Assistant Plan Review Supervisor and Plans Examiner	jtucson@esgil.com
Gordon Day <i>Inspection Supervisor</i>	\$110	Inspection Supervisor	gday@esgil.com