

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 20 day of November 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and INTERWEST, a Colorado Corporation, whose address is 39355 California Street, Suite 200 Fremont CA 94538 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: On-Call Consulting Services for Plan Check, Inspection, Code Enforcement, Permit Technician and Administrative staffing. City staff reached out to three (3) consulting firms, they were interviewed and upon reviewing their qualifications and competitive pricing selected the service provider that best met the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. The City and Provider desire to enter into an agreement for on-call consulting services for Plan Check, Inspection, Code Enforcement, Permit Technician and Administrative staffing, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 20 day of November 2024, and shall terminate on the 30 day of June 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Compensation for this contract shall not exceed \$74,999.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City

harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City and selected from Provider's insurance carrier's panel counsel) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all third party loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), to the extent arising from or connected to Provider's intentionally wrongful or negligent performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

DS Initial
PM DK
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
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Property Damage: \$1,000,000 each occurrence
or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Provider, including Provider software and licensed software, or to any improvements thereto.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building & Transportation
2263 Santa Clara Avenue, Suite 190
Alameda, CA 94501

ATTENTION: Oscar Davalos, Building Official
Phone: 510.747.6820 / Email: odavalos@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

INTERWEST
A SAFEbuilt Company
39355 California Street, Suite 200
Fremont, CA 94538
ATTENTION: Paul Meschino, President
Phone: 619.372.9962 / Email: pmeschino@interwestgrp.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building & Transportation
2263 Santa Clara Avenue, Suite 190
Alameda, CA 94501
ATTENTION: Mirna Moreno, Administrative Technician I
Phone: 510.747.6285 / Email: mmoreno@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by

Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement. Nothing in this Section shall be understood to modify the applicable standard of care, specified in Section 5.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the

successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

INTERWEST
a Colorado Corporation

DocuSigned by:

Paul Meschino

02B869C8C802409...

Paul Meschino
President

CITY OF ALAMEDA
a municipal corporation

Signed by:

Jennifer Ott

045BD87E45D243E...

Jennifer Ott
City Manager

Signed by:

David Kniff

E65BB29E3B3A42D...

David Kniff
Assistant Secretary

RECOMMENDED FOR APPROVAL

Signed by:

Allen Tai

E83362141C4D41A...

Allen Tai, Director
Planning, Building and Transportation

APPROVED AS TO FORM:
City Attorney

Signed by:

Cara Silver

0326AF50A30F47B...

Cara Silver
Special Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 2200 N. Commerce Parkway Suite 200 Weston FL 33326	CONTACT NAME: Lauren Mayer PHONE (A/C, No, Ext): 954-385-6022 FAX (A/C, No): 866-802-8684 E-MAIL ADDRESS: lauren.mayer@mcgriff.com														
INSURED Interwest Consulting Group, Inc. 444 N Cleveland Ave; Loveland CO 80538	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkshire Hathaway Homestate Ins Co</td> <td style="text-align: center;">20044</td> </tr> <tr> <td>INSURER B : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER C : Everest Premier Insurance Company</td> <td style="text-align: center;">16045</td> </tr> <tr> <td>INSURER D : Bridgeway Insurance Company</td> <td style="text-align: center;">12489</td> </tr> <tr> <td>INSURER E : Great American E&S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> <tr> <td>INSURER F : Great American E&S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Homestate Ins Co	20044	INSURER B : Everest Indemnity Insurance Company	10851	INSURER C : Everest Premier Insurance Company	16045	INSURER D : Bridgeway Insurance Company	12489	INSURER E : Great American E&S Insurance Company	37532	INSURER F : Great American E&S Insurance Company	37532
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INSURER E : Great American E&S Insurance Company	37532														
INSURER F : Great American E&S Insurance Company	37532														

COVERAGES**CERTIFICATE NUMBER:** 1215989219**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y	Y	CF3GL00415241	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y	Y	CF3CA00337241	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess per occ / agg \$ 1,000,000
D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	8EA7XL000207903 011170903	10/3/2024 10/3/2024	10/3/2025 10/3/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	SAWC561586	5/12/2024	5/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Professional Liability			TER5325879	10/3/2024	10/3/2025	Each Claim/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess policy # 140002058 effective 10/03/2024-10/03/2025 - QBE Ins Corp NAIC #39217 - Limits- \$5,000,000 part of \$10,000,000 Excess of \$5,000,000. Crime coverage - Federal Insurance Company, NAIC 20281- Policy #J06767825 effective 10/3/24-10/3/25; Limit \$1,000,000 DED \$10,000. Technology Errors & Omissions and Cyber Coverage - Coalition Insurance Company NAIC # 29530 - Policy #C4LRS025767CYBER effective 10/3/24 - 10/3/25. AGG \$3,000,000 DED \$100,000.

The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are additional insureds with respects to general and automobile liability, with a written contract. Waiver of Subrogation applies for general and automobile liability and workers compensation in favor of the additional insured, with a written contract. Coverage is primary and non-contributory in favor of the additional insured. Notice of Cancellation is 30 days, except 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

<div style="text-align: center;"> City of Alameda 2263 Santa Clara Avenue Alameda CA 94501 </div> <div style="text-align: center;"> 11/20/2024 </div>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	
Job Description	Waiver Premium (prior to adjustments)	
All CA Operations	3697.00	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 05/12/2024

Policy No.: SAWC561586

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by _____

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO
ECA 24 503 02 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT
WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED
PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO
CA 04 22 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Named Insured:	SAFEBUILT, LLC
Endorsement Effective Date:	10/03/2024

SCHEDULE

Number Of Days' Notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO
ECA 24 509 04 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S).	ALL LOCATIONS

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS OR IN CONNECTION WITH ANY PREMISE OWNED OR RENTED BY THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED.	ANY LOCATION FOR WHICH THE NAMED INSURED'S WORK WAS PERFORMED FOR SUCH PERSON(S) OR ORGANIZATION(S) FOR ANY COMPLETED OPERATIONS.
DR HORTON INC, ITS AFFILIATES AND SUBSIDIARIES C/O INSURANCE COMPLIANCE PO BOX 100085-DR DULUTH, GA 30096	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to
Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):


ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY", "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

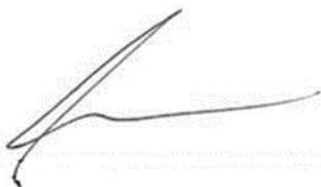
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number 1

POLICY NUMBER 8E-A7-XL-0002079-02	POLICY CHANGES EFFECTIVE 10-03-2023	COMPANY BRIDGEWAY INSURANCE COMPANY
NAMED INSURED SAFEbuilt, LLC		AUTHORIZED REPRESENTATIVE 
CHANGES		
The policy is amended as follows:		
The CXS01 02 10 SCHEDULE OF CONTROLLING UNDERLYING INSURANCE form has been changed to reflect the following:		
Controlling Underlying Insurer	Type of Coverage	Limits of Insurance
(a) Name: Endurance American Specialty Insurance Company Policy Number: EXT30025875001 Policy Period: 10/03/2023 - 10/03/2024 <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	Excess Liability	\$1,000,000 each Occurrence \$1,000,000 Aggregate
(b) Name: Everest Indemnity Insurance Company Policy Number: CF3GL00415-231 Policy Period: 10/03/2023 - 10/03/2024 <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	General Liability	\$1,000,000 each Occurrence \$2,000,000 General Aggregate (other than Products-Completed Operations) \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury
(c) Name: Everest Premier Insurance Company Policy Number: CF3CA00337-231 Policy Period: 10/03/2023 - 10/03/2024	Auto Liability	\$1,000,000 Combined Single Limit
(d) Name: Everest Premier Insurance Company Policy Number: CF3CA00338-231 Policy Period: 10/03/2023 - 10/03/2024	Auto Liability	\$1,000,000 Combined Single Limit
(e) Name: Everest Indemnity Insurance Company Policy Number: CF3GL00415-231 Policy Period: 10/03/2023 - 10/03/2024 <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made Retroactive date: 10/3/2017	Employee Benefits Liability	\$1,000,000 Each Employee \$2,000,000 Aggregate Limit
(f) Name: Berkshire Hathaway Homestate Insurance Company Policy Number: SAWC458304 Policy Period: 10/03/2023 - 10/03/2024	Employers' Liability Bodily Injury by Accident: Bodily Injury by Disease:	\$1,000,000 Each Accident \$1,000,000 Each Policy \$1,000,000 Each Employee
All other terms and conditions of the policy remain unchanged.+		
* Additional Premium owed is indicated by a positive premium amount, and Return of Premium due is indicated by a negative premium amount. An entry of \$0 indicates no premium adjustment.		

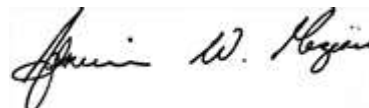
SURPLUS LINES LICENSEE: CRC Corporate License 183767

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an ELIGIBLE nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

Authorization: In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company.



Secretary



President

Date: _____
Authorized Representative

Date: _____
Licensed Producer Signature, if required by law

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Schedule of Forms and Endorsements COMMERCIAL EXCESS LIABILITY

Effective date of
this Schedule: 10/03/2023

Issue date: 10/11/2023

Attached to and forming part of
Policy No.: 8E-A7-XL-0002079-02

Issued To: SAFEbuilt, LLC

The following is a schedule of Forms and Endorsements issued with the policy at inception:

Form ID Number:	Edition Date:	Form Name:
CXEPEs	03 20	DECLARATIONS
ESVL CW 01	01 21	SIGNATURE ENDORSEMENT
SLSOP	10 14	SERVICE OF PROCESS ENDORSEMENT
CXS01	02 10	SCHEDULE OF CONTROLLING UNDERLYING INSURANCE
CX 00 01	04 13	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CX 21 01	09 08	NUCLEAR ENERGY LIABILITY ENDORSEMENT
CX 21 02	04 13	TOTAL POLLUTION EXCLUSION
CX 21 13	04 13	FUNGUS BACTERIA EXCLUSION
CX 21 14	04 13	EIFS EXCLUSION
CX 21 16	04 13	SILICA EXCLUSION
CX 21 20	04 13	PROFESSIONAL SERVICES EXCLUSION
CX 21 33	01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CX 21 43	05 14	EXCLUSION- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA RELATED LIABILITY
CX 21 71	06 15	EXCLUSION- UNMANNED AIRCRAFT
CXE 01 06	02 10	EXCLUSION ASBESTOS
CXE 01 62	02 10	PUNITIVE DAMAGES EXCLUSION
CXE 01 80	02 10	LEAD EXCLUSION
CXE 01 91	02 10	UNIMPAIRED AGGREGATE ENDORSEMENT - (FOR NON- CONCURRENCY)
CXE 02 06	10 17	UNSCHEDULED LIMITS OR SUBLIMITED COVERAGES EXCLUSION
CXE ES 21 00	03 20	EXCLUSION CARE, CUSTODY, AND CONTROL
CXE ES 21 01	03 20	NON-CUMULATION OF LIMITS
CXE ES 21 05	03 20	EXCLUSION- DESIGNATED OPERATIONS COVERED BY WRAP UP INSURANCE PROGRAM
CXE ES 21 18	07 20	NEW YORK - EXCLUSION - ANY CONSTRUCTION OR CONTRACTING ACTIVITIES
CXE ES 21 20	09 20	CROSS SUITS LIABILITY EXCLUSION
VL ES 21 01	07 19	VIOLATION OF ECONOMIC OR TRADE SANCTIONS

August 23, 2024

Oscar Davalos, Building Official
City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501



Subject: Statement of Qualifications

Dear Mr. Davalos,

Interwest Consulting Group is pleased to submit the following Statement of Qualifications which provides a detailed overview of the various municipal services we offer. We appreciate your time in reviewing this SOQ and hope we can assist you in the goal of making your community a better place to live work and play.

Interwest provides Building Department Services, Municipal Engineering, Water Policy and Planning, Traffic Engineering, Grant Administration, Planning and Urban Design and Real Estate and Right-of-Way services to public agencies throughout California.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this SOQ. Shelby Sieracki, Director of Client Success will be your primary contract for any questions and to work with you to best identify how we can meet your current needs. Our contact information has been provided below:

Paul Meschino
President

619.372.9962 | pmeschino@interwestgrp.com

Shelby Sieracki

Director of Client Success

626.224.2055 | ssieracki@interwestgrp.com

Local Office: 39355 California Street, Suite 200, Fremont, CA, 94538

We appreciate the opportunity to present our qualifications to the City of Alameda and look forward to serving your community.

Sincerely,

Paul Meschino
President

Section 1: Firm Overview



Firm Information

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group formed in 2002.

Interwest was founded by individuals with a passion for serving municipalities. We currently employ nearly 500 employees spanning a multitude of disciplines within municipal public works and building and safety departments. We currently serve more than 330 cities, counties, and state agencies across California.

Our staff has held senior and executive management positions within numerous California cities and public agencies. This depth of experience brings a high level of expertise 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 provide the following services to our valued clients:

- + Building Department Services
- + Municipal Engineering
- + Traffic Engineering
- + Construction Management & Inspection
- + Grant Writing & Administration
- + Real Estate & Right of Way
- + Planning & Urban Design
- + Water Planning and Policy



Corporate Entity

Colorado Corporation, legally certified to conduct business in the State of California

Ownership

Interwest Consulting Group is a wholly owned subsidiary of SAFEbuilt, LLC.

Signing Authority

Paul Meschino
President

Primary Project Contact

Shelby Sieracki
Director of Client Success
626.224.2055

Project Office

39355 California Street, Suite 200
Fremont, CA, 94538

Section 2: Available Services

Building Department Services



BUILDING OFFICIAL SERVICES | BUILDING DEPARTMENT ADMINISTRATION

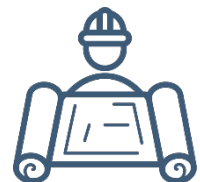
Our certified Building Officials are intimately familiar with the procedures and processes that need to be maintained to ensure a building department runs smoothly. They effectively work with all staff and departments. At the City's request, Interwest can provide Building Official Services on a part-time or full-time basis. Building Official areas of responsibility may include:



- + Building Department Administration
- + Quality control review of plan checks and inspections
- + Building Code updates for Municipal Code adoption
- + Resident inquiries and complaints
- + Configuration, implementation, and on-going support of an automated permitting system
- + Review discretionary applications for preliminary compliance with construction codes
- + Coordination of a proactive abatement program
- + Building & Safety Procedures Manual
- + Monthly/Annual Reporting of Building Safety Activities
- + Attend Commission and City Council meetings (as needed)

BUILDING PLAN REVIEW SERVICES

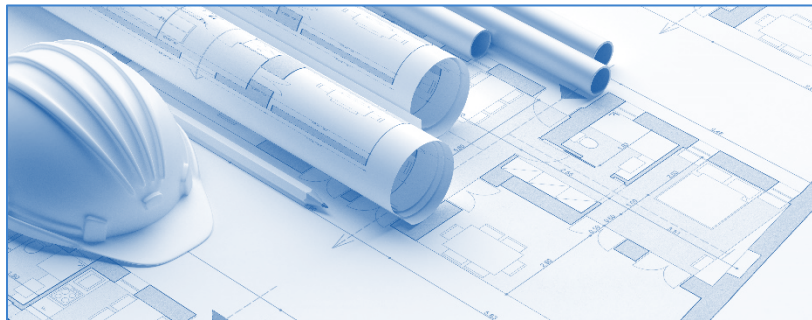
All plans examination services will be performed by a licensed Civil or Structural Engineer, and/or an ICC Certified or otherwise qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.



Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards or local ordinances. They will provide thorough plan reviews in an effort to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

Technical Capabilities in Plan Check Areas

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 will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on as as-needed basis as requested by the Building Official.



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 will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on as as-needed basis as requested by the Building Official.

Non-Structural Life Safety

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

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- | | |
|-------------------------------|-----------------------------|
| + Wood | + Cold-Formed Steel Framing |
| + Masonry | + Straw Bale |
| + Heavy Timber / Timber Frame | + Rammed Earth |
| + Concrete | + Aluminum |
| + Structural Steel | |

Our engineers have designed or reviewed a wide array of lateral force resisting systems including:

- | | |
|-------------------------------------|---|
| + Steel Moment Frames | + Masonry Shearwall Systems |
| + Buckling Restrained Braced Frames | + Concrete Shearwall Systems |
| + Eccentric Braced Frames | + Cantilevered Column Systems |
| + Concentric Braced Frames | + Various Proprietary Lateral Force Resisting Systems |
| + Concrete Moment Frames | |
| + Wood Shearwall Systems | |

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

- | | |
|---|--|
| <ul style="list-style-type: none"> + 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 | <ul style="list-style-type: none"> + ACI 318 + ACI 530 / TMS 402/602 + CA Historic Building Codes + CA Existing Building Codes + NEHRP Requirements for Existing Building |
|---|--|

Mechanical, Plumbing & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application 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 ordinance

Energy Compliance

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

Green Building Standards

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

LEED

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

Access Compliance – CASp Review

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



Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer

support to municipalities for compliance enforcement and/or developing a transition plan towards compliance, and successfully partner with the disabled community to address the needs and requirements for both entities. We can 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.

Flood Zones

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

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD certified inspectors available on an as-needed basis.

Code Interpretations

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

Transporting Plans

Although most of our clients have transitioned to electronic plan review, if the City allows/receives paper submittals, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.



Special Projects

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

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

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide the City a clear, concise and thorough document from which clients, designers, contractors and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant

and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as “reviewed” to the City for final approval.

Maximum Turnaround Times

We consistently complete 99% of our customers’ plan review times on schedule Statewide for both commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multi-disciplinary reviews are typically performed in our offices, but we are available for onsite work when required, upon the City’s request.

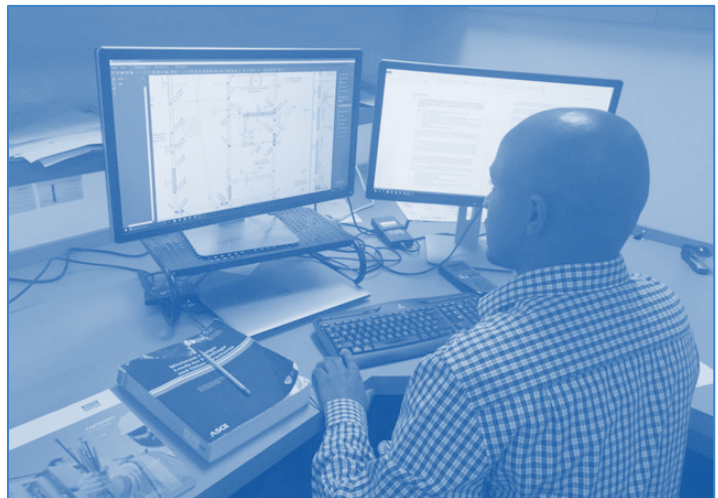
Type of Job	Maximum Turn Around Time	
	First Check	Re-Check
Residential		
New Construction	5 Business Days	5 Business Days
Addition	5 Business Days	5 Business Days
Remodel	5 Business Days	5 Business Days
Non-Residential		
New Construction	7 Business Days	5 Business Days
Addition	7 Business Days	5 Business Days
Remodel / Tenant Improvement	7 Business Days	5 Business Days
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis	

Interwest is also able to accommodate special project plan review needs, such as, Solar/PV, fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

Electronic Plan Check Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check to your department. We are familiar with many electronic plan review platforms.

More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced providing electronic plan review and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate and timely plan reviews.



On-Site Consultant Services & Meeting Attendance

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

Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, e-mails and faxes will be responded to as quickly as possible, always within 24 hours.

Plan Review Tracking Methods & Billing Process

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

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.



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

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

Our staff is available during normal business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

BUILDING INSPECTION SERVICES

Interwest's assigned building inspection staff will perform inspection services, as needed, to verify that the work of 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 will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes may be frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will 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 historical buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.



Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service is crucial to on-the-job success, therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

Inspector Qualifications & Certifications

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified.

Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

Inspection Schedule

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. Many of our inspectors are also available to serve at the public counter when needed.

PERMIT TECHNICIAN SERVICES

All Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. 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 member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient and a memorable experience to your clients.



At the request of the City, we will provide one or more Building Permit Technicians to the City. Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review and inspection requirements, will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan check in progress, approved plans and any other information required by the City. Resumes for proposed Building Permit Technicians will be presented to the Chief Building Official for approval and acceptance prior to providing services.

Services provided by the Building Permit Technician may include:

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

Municipal Engineering Services



Project Management

Interwest has extensive experience and success in developing and implementing municipal public works projects, including those with State and/or Federal funding requiring compliance with Departments of Transportation's Local Assistance Procedures Manual. We create and apply management systems that work and carefully monitor program effectiveness by closely tracking work quality, quantity, and cost. Our approach begins with the identification of specific project priorities and their scheduled completions.



Delivering Capital Projects under aggressive schedules involves management, administration, and oversight of project development teams from inception to completion. Project management to Interwest means complete ownership of all aspects including project delivery, funding, project development, and programming. We measure our success in meeting deadlines, project budgets and most importantly, our client's expectations. Areas of focus include:

- + Monitoring program effectiveness
- + Agency coordination on joint projects
- + Following Local Assistance Procedures Manual and Guidelines
- + Stakeholder & community outreach
- + Ensuring environmental regulation compliances
- + Advanced project planning
- + Working with utility agencies on relocations
- + Bid & award contracts
- + Outside agency encroachment permits
- + Managing federally funded projects

Development Plan Review

Interwest has the collective, diverse team of people and experience to perform a full range of Engineering Plan Check. More importantly, we possess the knowledge and skills necessary to effectively integrate the necessary engineering services with the client's staff to create a design plan check process that is coordinated, consistent, and predictable.

We view our role and mission as facilitating the efficient delivery of high-quality design plan check projects by:



- + Taking a [partnering versus regulatory approach](#)
- + Balancing the need to [ensure conformance to standards and regulations](#) with the need for [predictability, uniformity, and efficiency](#)
- + Having a goal of “[no surprises](#)” for the applicant and the client
- + Creating an internal team which provides a [seamless design plan review process](#) to prevent unintentional “games of gotcha” for project applicants.

All plan reviews will be evaluated by the project manager for quality control of the plan review, the level and quality of comments from the review, consistency with similar reviews, the avoidance of late hits or “gotcha” comments, the evaluation of the design professional’s submittal and whether they are addressing prior comments or have justifiable reasoning in their designs that may allow leniency from standards. The project manager will meet with the design professional and their client if prior comments are not being addressed. We have found this will get the process back on track or provide the project owner/client with a more realistic schedule based on their design professionals’ actions.

The discussion above describes Interwest Consulting Group’s philosophy and approach of “how” we do our work. A typical scenario for “what” we do related to the review and processing of final maps, landscape plans, improvement plans, hydrology and hydraulics calculations and plans, and traffic engineering and operations plans and reports, follows:

- + [Provide plan reviews for final maps, improvement and landscape plans](#). Review includes evaluation of required reports, studies, grading and improvement plans, and design professional’s recommendations. Each plan review is assigned to a design plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent submittal reviews for the project. This maintains a consistent review and avoids “late hit” comments.
- + Each plan review will be accompanied with a [letter summarizing the red-line comments](#). This letter will be addressed directly to the applicant’s engineer or landscape architect, with a copy to client staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professional for use in their corrections.
- + The Project Manager will meet with the Design Professional and client staff to [review comments or to delineate the standards which are not being met](#) to assist in the timely completion of the review and meeting the maximum goal of two plan reviews. If necessary, the third review will confirm that all previous comments have been addressed. This meeting can take place in the Design Engineer’s office, if desired so that minor comments/discrepancies can be immediately addressed and the improvement plans and reports can be deemed technically correct and submitted for signature approvals.
- + We will [meet with other client staff and outside agencies](#), as needed, to review their progress and/or their comments.
- + Interwest can provide [structural engineers to assist in any structural reviews](#), for any of the assigned projects. We can provide these reviews concurrently with the improvement plan reviews and within the stated timeframes.
- + [Map checking](#) will be overseen by professional engineer’s licensed to practice land surveying or by licensed Land Surveyors.
- + [Engineering review of grading permit/applications](#) is highly dependent upon the complexity and location of the proposed grading. A single lot entitled commercial grading permit application will be reviewed differently from a hillside lot or subdivision, or a project adjacent to a drainage corridor.

- + **Soils reports** will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- + **Construction erosion control and post construction water quality control** will be reviewed for compliance with the storm water quality management permit in effect.

Stormwater

Interwest cooperates with local agency partners to create and implement storm water quality compliance guidelines as mandated by the Regional Water Quality Control Board National Pollution Discharge Elimination System (NPDES) permit requirements – specifically, the Regional Boards' latest MS4 permit for the client.



Our staff provides technical guidance to the Plan Check and entitlement groups and development community by providing interpretation of Regional Water Quality Control Board permit requirements and associated water quality compliance guidelines. We will also conduct public outreach campaigns as required by NPDES permit to make public aware of critical water quality issues. Interwest will assist in providing technical and material support to upper management and in-house staff regarding complex hydraulic and hydrological related issues. We will also review development plans to ensure that plans submitted by private developers are in compliance with drainage and floodplain management policies by conforming to local agency standards, drainage ordinances, and floodplain development policies.

The Interwest Drainage Team will also support the client in implementing the requirements of the client's MS4 Permit. This includes:

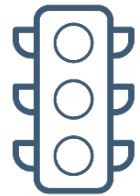
- + Performing field inspections to ensure compliance with the MS4 permit
- + Permitting Best Management Practice (BMP) compliance for private storm water quality filtration devices
- + Compiling and filing all relevant documentation related to all permits, including required annual reports to the State Development of Storm Water Quality Implementation Plan

Traffic Engineering



Below is a listing of Traffic Engineering services that Interwest provides our municipal clients.

Public involvement and community outreach for traffic and transportation projects that impact the public. Civic engagement is a key component to planning and implementing traffic solutions. Tasks may include public meetings, workshops and one-on-one meetings with residents. Other tasks may include attendance and participation in public meetings, creation of various education and outreach materials such as flyers, PowerPoint presentations, etc.



Preparation of engineering studies in response to citizen requests for traffic control device installations and modifications, such as stop signs, traffic signals, crosswalks, traffic channelization and speed zones. These studies will typically include the review of traffic collision, traffic count and/or speed survey data, field review of existing traffic control devices and motorist/pedestrian/bicyclist behavior, corner sight distance analysis, minimum stopping sight distance analysis, warrant studies based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards/guidelines, discussions with City staff regarding the findings and recommendations, preparation of concept/final plans, as needed, and a report summarizing the findings and recommendations. If requested, the study will also be presented at community meetings or City Council meetings.

Address school-related traffic concerns, including meeting with school staff, parents and residents, field observation of behavior, data collection as-needed, analysis of the need for speed feedback signs, crossing guards, crosswalks, stop signs, flashing beacons, etc., recommendations and a summary of findings and recommendations.

Preparation of traffic impact analysis reports, including discussions with City staff regarding study intersections, project opening year, approved projects and any project concerns, a review of the site plan regarding internal circulation and external access, a field review of existing intersection geometrics and any unusual conditions, traffic count data collection, project trip generation and assignment, level of service analysis based on City guidelines/standards, identification of significant project impacts, proposed mitigation measures, and a report summarizing the analysis, findings and recommendations.

Review of traffic impact studies prepared by others for private development, including the review of on-site circulation and project access, study intersections, project trip generation and assignment, level of service



methodology and assumptions, accuracy of analysis and conclusions, appropriateness and feasibility of proposed mitigation measures, assist City staff prepare the conditions of approval, and preparation of comment memo. If requested, Interwest staff will attend Planning Commission and City Council meetings to make presentations and answer questions.

[Preparation of signing and striping plans, traffic signal plans, traffic control plans and traffic calming plans.](#)

These tasks will generally include the collection of existing plans for the street segment or intersection, field review to compare the plans to existing conditions, traffic data collection, as-needed meetings with City staff to ensure complete understanding of the desired design and to discuss/clarify any options, timely revisions in response to plan review comments, and signed and stamped final plans, specifications and cost estimate. The plans and specifications will be prepared in accordance with City standards, the CA MUTCD and other applicable standards.

[Private and public development plan review for traffic-related plans](#), ensuring that the plans are in compliance with City and other applicable standards. The reviews will include recommendations for approval (conditions of approval).

[Review of traffic signal timing plans and collision data for intersections](#), with recommended adjustments. We will provide technical advice to City's staff in connection with the maintenance and the operation of the City's traffic signal facilities.

[Assistance in the development of relevant policies.](#) Many changes are taking place in transportation engineering that cities need to be prepared for. They include SB 743 regarding changes to how traffic studies are prepared for CEQA, including the use of vehicle mile traveled (VMT) instead of intersection or street segment level of service (LOS) to determine a proposed project's significant impact. The state is currently finalizing the regulations. Cities need to develop their own policies and fee programs in response to these new regulations to protect their interests. Autonomous (self-driving) cars are already being tested. Their potential impacts are unknown. They could increase the number of trips but reduce the needed parking. The transportation engineering profession, as well as our own traffic engineers, is tracking their development.

[Preparation of grant applications for funding from Federal, State, and regional agencies](#) for traffic safety studies and improvements.

Construction Management and Inspection Services



During construction of municipal capital improvement projects, Interwest can provide construction management administration, field inspections and close-out services from Notice to Proceed to Notice of Completion. We will ensure all work conforms to the project construction documents and meets all requirements for local and Federal funding, City codes and ordinances including APWA “Greenbook” Standard Plans and Specifications for Public Works Construction, Caltrans Standards and Specifications, ADA standards, and specific City standards and specifications.

Interwest will act as the City’s representative and shall be accountable and responsible for the successful completion of the project. Our staff is experienced and highly skilled at providing construction management and inspection services in the three main phases of projects:



Successful integration of the construction managers/construction inspectors is critical to the success of any project. As such, we have provided an integrated scope of work below detailing the key areas of responsibility for representative projects. Our goal is to complete the projects on time, within budget, and in accordance with the approved plans and specifications as well as all applicable federal, state, and local laws and ordinances.

Construction Management

PRE-CONSTRUCTION AND CONSTRUCTION PHASES

- **Constructability Review:** The designated Construction Manager (CM) will function as a member of the project team and perform constructability reviews of plans, specifications, and contract documents during the final design preparation to verify bid item quantity take-off amounts, ensure bid schedules and pay applications fully account for all items to be constructed or provided by the contractor, and ensure engineering design standards provided by the City’s engineering design consultant meet current construction standards and methods.





- **Pre-Construction Conference:** The CM will coordinate and conduct the pre-construction conference assisting in creating the agenda, reviewing, and commenting on the contractors' schedule and provide and distribute meeting minutes. Coordination and notification of all parties required to attend the pre-construction meeting.
- **Secure Bids:** *The CM will* assist the City in securing bids, preparing necessary addenda, answering bidders' questions, providing analysis of bid results, and furnishing a recommendation on the award of construction contract.
- **Contractor Coordination:** *The CM will* provide the necessary consulting services required to coordinate the efforts between the City and Contractor.
- **Site Visits:** The CM will conduct site visits, observations and supervise general inspections of construction activity to maintain continuity for control on overall progress of the work. The CM will have a complete set of Plans, Specifications, Greenbook, and APWA Standards on hand at all times.
- **Progress Payments:** The CM will Review Quantity Calculation Sheets for each Contract Bid Item prior to submittal to the City's Project Manager.
- **Coordination with Other Agencies:** The CM will provide necessary coordination with other agencies, including submitting permit applications and other potential grant application documents and documentation in accordance to the Caltrans Local Assistance Procedures Manual (LAPM). Some of the projects may have to be managed and administered in compliance with the Caltrans LAPM.
- **Stop Notices:** The CM will consult with the City regarding disposition of both Preliminary and Stop Notices. This will include complete follow through until resolution between the Contractor and suppliers and/or subcontractors.
- **Review of Contractor's Schedule:** The CM will review the Contractor's construction schedule on a weekly basis or more as needed with respect to the progress and any potential delays. The CM will prepare Weekly Statement of Working / Calendar Days (WSWD) per Caltrans format and will be submitted on a weekly basis to the General Contractor (GC) and copy to the City's Project Manager.
- **Business and Resident Concerns:** The CM will assist in working with adjacent residents' and businesses to resolve their concerns.
- **Coordination of Information:** The CM will be responsible for the coordination and flow of information between all parties including other City consultants or contractors to ensure the project proceeds on schedule.
- **Public Communication and Outreach:** After the GC's schedule of work is approved, communication to notify the City, emergency services, utilities, the business community, and the residents will be completed by the CM and Inspector. Project contact information will be provided to the entities listed above to ensure that issues may be addressed and resolved quickly throughout the duration of the contract. The CM and Inspector will ensure the GC provides advanced notice to residences and businesses prior to closing any lanes and completing work. The CM and Inspector will also ensure access will be provided to residents and the business community at all times.
- **Post or Distribute Public Notices:** The CM and Inspector will enforce the provisions of the specifications that require the Contractor to post or distribute public notices. Enforce the requirement for re-noticing when construction schedules change. Our team will provide written and verbal communications.
- **Utility Coordination:** The CM will ensure and oversee the utility coordination throughout the construction phase of the project is performed by the City staff.
- **Regulatory Measures and Requirements:** The CM will coordinate with the Contractor to ensure that Storm Water Pollution Prevention Plans, water quality control measures, noise/dust and air pollution requirements are effectively met and consistently implemented.



- **Submittals:** *The CM will* review all material submittals for acceptance. If necessary, the CM will also facilitate the distribution of the submittals to the designer for review, acceptance or approval. Submittals will be tracked and targeted response times and or dates will be monitored.
- **Pre-Job Walk:** The CM and Inspector will coordinate and conduct a pre-job walk and assist in preparing a pre-job walk agenda and providing and distributing meeting notes and minutes.
- **Progress Meetings:** The CM shall conduct weekly progress meetings with City staff, Sub-Contractors, Utilities, City Representatives to resolve any job site difficulties in the City's best interest. Will prepare and distribute meeting minutes the following business day.
- **RFIs:** The CM shall be responsible for processing and tracking Request for Information (RFIs) and maintain a log of all questions and responses.
- **Contract Change Orders:** The CM will administer and negotiate changes to the work, including preparing Quantity Calculation Sheet and/or documentation verifying change order legitimacy.
- **Quantity and Payment:** The CM and Inspector will review and verify the GC's quantity and payment request prior to submittal to the City's Project Manager.
- **Weekly Status Reports:** The CM will provide weekly status reports and submit Daily Construction Reports (DCRs) and construction photos prepared by the Inspector at the end of each week to the City's Project Manager.
- **Filing System:** The CM will manage and maintain filing system based on the City's required Project Record Filing System or Caltrans LAPM, Chapter 16.

POST CONSTRUCTION PHASE

- **Final Inspections:** The Inspector will administer final inspections and prepare preliminary punch lists. The CM will review substantial completion request and assist in preparation of completion notice.
- **Punch list And Final Walk:** The CM and Inspector will coordinate final walk-through inspection, prepare final punch list items, issue corrections and deficiencies notices if needed and ensure all corrections items are completed by final close-out letter.
- **As-Built Drawings:** The CM will review and make recommendations as to the adequacy of as-built plans and as compared to the GC's as-built plans.
- **File Organization:** The CM will submit all project files organized per filing system Caltrans LAPM, Chapter 16.

Construction Inspection

INSPECTION AND QUALITY CONTROL

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- **Daily Inspections:** The Construction Inspector (CI) will perform daily construction inspections and coordinate geotechnical/materials testing during construction to ensure compliance with plans, specifications, and applicable standards. They will have a complete set of construction plans, specifications, Greenbook, and APWA Standard Plans at all times.
 - **Inspections:** The CI will inspect the location, line, grade of the facilities that are constructed.
 - **Special Inspections:** Interwest will provide inspectors qualified to oversee special inspections such as masonry, structural steel, welding/reinforced concrete, and technical inspections such as electrical, mechanical, landscaping, welding, and reinforcing steel, if required.
 - **Daily Construction Reports (DCR):** The CI will prepare DCRs on City's format or format approved by the City's Project Manager only. These DCRs are expected to include a detailed description of the day-to-day operations, including, but not limited to:
 - + quantities of materials that are constructed
 - + project schedule, days worked by Contractor, and working days lost to weather or similar delays
 - + equipment on the job; and the idle or working time of the equipment
 - + accidents or claims that are related to the construction
 - **Communication Requests:** The CI will coordinate and communicate the progress of the work with the CM, GC, City staff, residents, property owners, and business owners. The CI will also assist the GC with notifications to residents and business owners regarding easement access.
 - **Coordinate Contractor Requests:** The CI will coordinate Contractor requests for interpretation of the plans and / or specifications in a manner that will document the resolution of questions and keep the project on schedule.
 - **Labor Compliance Interviews:** The CI will conduct labor compliance interviews as required by the project specifications or funding.
 - **Traffic Control:** The CI will review traffic control equipment and personnel to ensure that the Contractor maintains traffic control and pedestrian access, so the project is safely constructed and that the public is not unreasonably delayed. Our team will also ensure installation of traffic control devices complies with the latest California Manual for Uniform Traffic Control Devices ("CA MUTCD") manual or traffic control plan.
 - **Pedestrian and Accessible Facilities:** The CI will provide coordination necessary to assure that ADA requirements are satisfied during construction progress and upon completion and will be responsible for reviewing potential accessibility issues, per approved Traffic Control Plans and as directed by City Officials.
- Worksite Protection:** On a daily basis and throughout the day, the CI will inspect the pedestrian, travelling public and Contractor's safety requirements and make immediate notifications of any and all safety issues and concerns to the GC and all interested parties as needed. The CI will ensure that the Contractor protects its worksite from pedestrians and motorists at all times and nighttime traffic controls are secured at the end of each workday. Whenever trench plates are used on the roadway, the Inspector shall ensure that the trench plates are properly ramped and secured to the pavement at the end of each workday.
- **Water Quality:** The CI will enforce water quality best management practices, storm water pollution prevention plans, and water quality management plans at all times. We will also ensure the Project Contractor maintains the job site in a safe and clean manner and acts in accordance with Best Management Practice



provisions to comply with the National Pollution Discharge Elimination System ("NPDES") and the Storm Water Pollution Prevention Plan ("SWPPP").

- **Daily Contractor Meetings:** The CI will meet with Contractor at the beginning of each workday and review proposed work plans, including specific details that may affect progress.
- **Contractor Performance:** *The CI will* review actual Contractor performance throughout working days and discuss discrepancies with the Contractor as they occur.
- **Permit Records:** The CI will maintain copies of all permits needed to construct the project and enforce all special requirements of each permit.
- **Residential and Business Coordination:** *The CI will* assist City in maintaining good relations with residents and businesses in the surrounding neighborhood. The CI will also respond to citizen complaints and inquiries regarding the project and ensure residents impacted by construction are informed of the project's progress and potential impacts.
- **Construction Schedules and Requirement:** The CM and CI will review construction schedules and enforce requirements for updating schedules and maintaining appropriate progress of the work.
- **Work Status Report:** The CI will evaluate work in progress and give a weekly status report to the CM and City for the City's use in determining any effect of scheduling delays and any needed enforcement or corrective action.
- **Field File Workbooks:** The CI will maintain field file bound workbooks during construction, including quantities constructed, daily and weekly reports, working-day reports, change order documentation, and other documentation and photographs.
- **Changes of Work:** The CI will review, evaluate, and discuss with the CM and City all requests for changes of work, including costs involved, and prepare change orders. We will also notify the Project Contractor of any construction violation and request immediate corrective actions be implemented; notify the City's designated Project Manager of the situation immediately.
- **Records:** The CI will maintain detailed records of workers and hours, and equipment and materials utilized under force account change orders.
- **Progress Payments:** The CI will review and recommend approval of progress payments.
- **Final Inspections:** The CI will recommend and schedule, with the City and applicable agencies, the final inspection. Prepare, distribute, and inspect corrections of the final punch list for completion and acceptance. The CI will also inspect material deliveries to ensure compliance with plans and specifications.
- **Final Inspection Report:** The CI will provide a report to City following final inspection stating that the installation of improvements was completed in accordance with the plans and specifications and provide necessary data for City acceptance of the project.
- **Photo Documentation:** The CI will document work progress on a regular basis by means of digital photographs properly labeled and dated. Digital photographs will be submitted to the City's Project Manager by end of each work week via electronic delivery.

City Planning Services



Interwest planners have substantial experience at all levels—assistant, associate, senior, principal, and director—providing review and analysis services for developments of all types, from simple use permits to complex and controversial development proposals. Our staff is familiar with the entire process, from project intake and project review to California Environmental Quality Act (CEQA) analysis and the preparation of effective and informative staff reports and presentations. Our staff has extensive experience in processing current planning projects with very short timeframe. One of these projects is for the development of Costco for the City of Eastvale, which Costco informed the City of Eastvale that the review process was the fastest ever for a Costco store, exceeding their expectations.



Our staff also has extensive experience in the field of advanced planning, having prepared General Plans, Specific Plans, Zoning Codes, and other documents for cities and counties throughout California and the Western US. We have the ability to manage multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget. We believe our commitment to public agencies and our extensive experience make us uniquely qualified.

Detailed Planning Services to our public agency clients typically include analyzing projects for compliance with the jurisdiction's General Plan, Zoning Ordinance, Subdivision Map Act, Design Review criteria, and other applicable plans and policies. Working closely with agency staff, we will review all projects within any applicable processing deadlines (such as the Permit Streamlining Act).

Our work on projects will include:

- + Visiting project sites to familiarize ourselves with the site and vicinity. We will take photographs, video (and, if desired, aerial photos and videos) for use in staff reports and presentations.
- + Meeting with developers/applicants, engineers, property owners, contractors and other individuals to discuss, advise, explain procedures and suggest improvements regarding projects, pre-applications, development applications, feasibility analyses, conceptual development plans and code interpretations.



- + Coordinating with City staff in Planning and other departments to collect information and comments and to discuss project issues.
- + Compiling and analyzing data on economic, social, environmental, and physical factors affecting land use, and consider whether long-range planning initiatives underway may impact development applications.
- + Writing staff reports to the Planning Commission and City Council, including all accompanying resolutions, ordinances, and conditions of approval,
- + Preparing PowerPoint presentations and giving oral presentations to the Planning Commission and City Council.
- + Attending public hearings and community meetings as necessary.
- + Coordinating with on-call consultants for CEQA compliance.
- + Coordinating implementation of development applications during the construction phase to ensure compliance with approval conditions and mitigation measures.
- + Following project approval, performing field checks of projects during construction (to verify compliance with mitigation measures, project plans, and conditions of approval), reporting the results of this work in written and oral forms.
- + Answering by telephone or email inquiries regarding development applications. We strive to respond to all emails and phone calls the same business day, and maintain constant availability via cell phone and mobile devices.
- + Facilitate special projects or assist staff with long-range planning initiatives.

As we do in all of our assignments, we will develop and maintain good working relationships with Planning Department staff, other City departments and divisions, other jurisdictions, and the public. When required, we will be present at City Hall to meet with staff, applicants, etc. regarding project status and updates.

We offer the following additional services:

CODE ENFORCEMENT: As directed, work with the Client's Code Enforcement Officer to interpret planning-related codes, help prepare updated code enforcement regulations, etc.

PUBLIC OUTREACH: Provide assistance with public outreach related to planning and other agency functions, including developing written materials, presentations, website content, video/audio presentations, outreach strategies, etc.

Grant Planning and Administration



Interwest's grant writing team has secured millions of dollars from state and federal programs including Safe Routes to School Program, Congestion Mitigation and Air Quality Program, Transportation Enhancement Activities, Highway Safety Improvement Program, and Community Development Block Grants. Interwest can gauge and identify the important elements within a grant and work with the local agency to craft, customize, and ultimately to compete with great success. Our team is experienced with advocacy of projects to regional, state, federal/congressional representatives.



GRANT MANAGEMENT: The Interwest team has a proven track record of getting grants. Our Transportation Programming and Grant Writing team has experience working directly with staff from Federal Highway Administration, Federal Transit Administration, California Department of Transportation, California Transportation Commission, Councils of Governments, and state and congressional representatives.

GRANT RESEARCH AND WRITING: Our team is committed to exploring available grant opportunities and will continue to develop competitive applications to secure critical financial support for the client's projects. Grant writing will be part of a strategy to implement client priorities as identified in the client's Program. Our success is due to our team's expertise in preparing concise, yet comprehensive grants that strategically link strong project descriptions and project merits to the key elements of the grant.

GRANT COMPLIANCE AND REPORTING: Our staff will take responsibility for oversight of the project throughout its duration. We will adhere to grant agreements and reporting requirements. In this way, we ensure the client meets the grant program performance measures, so no funding reimbursements are in jeopardy. Interwest will see that objectives are met within the specified time, the costs incurred are within budget, and all activities are reimbursable costs.

GRANT REIMBURSEMENT AND CLOSE-OUT: Interwest's approach is particularly exhaustive because our grant management administration does not stop at notice of award. We do not view the job as complete until the project is delivered and reimbursement is received. We monitor compliance throughout the project life, including appropriate invoicing and regular checking on grant procedural requirements so as not to jeopardize eligibility. The complex network of federal rules and regulations requires nothing short of diligent and exhaustive follow up. We will take a proactive approach to ensure the appropriate steps are taken before problems arise. We will take the lead or assist in federal submittals to Caltrans Local Assistance or process paperwork to secure "allocation votes" from the California Transportation Commission. We have direct experience in participation of random federal audits on federally funded projects and have received positive audit reviews.

Real Estate Services



Our Real Estate team provides full service municipal real estate consultation and turn-key right-of-way services inclusive of project management, acquisition, appraisal, appraisal review, relocation assistance, property management, escrow and title coordination, and condemnation support. We serve our clients from early project planning to full possession of properties for project construction. Our real estate team skillfully performs all right-of-way functions and they are experts at navigating through the legal and regulatory requirements necessary to acquire land and right-of way for public projects for city, county and state agencies.



REAL ESTATE PROJECT MANAGEMENT: Real Estate Project Management is essential to ensure that right of way activities are being conducted on schedule and within budget. We take a very hands-on approach paying close attention to any potential issues that could cause a delay or affect the budget. That means we pay attention to the details early on to ensure we are always in front of the issues. The Project Manager maintains excellent communication and works closely with our client and the project team throughout the life of the project. She ensures that the schedule is maintained, makes certain that right-of-way activities comply with applicable state and/or federal laws and regulations, ensures that any revisions to the right-of-way or schedule are promptly communicated to the team and appropriately implemented, and assists in resolving potential issues that may arise during the right of way process.

PROJECT INITIATION, PLANNING & COORDINATION: Every project is unique with its own set of challenges. Interwest understands this and will design a plan to achieve successful right of way delivery. Drawing on our knowledge gained from a diverse range of project experience, we will perform comprehensive pre-planning, review of project plans and design and select the best subconsultants to match project needs. We can prepare right-of-way estimates that conform to the requirements described in the Caltrans Manual Chapter 4. This is the opportunity to develop acquisition documents in conjunction with the agency and analyze each title report to anticipate any complexities in order to address and resolve them early. We look for ways to streamline the right of way process to ensure we meet tight project schedules and budgets.

APPRAISAL MANAGEMENT: Integrity is essential in promoting public perception and confidence in the project. By contracting with sub-consultants to provide appraisal services, there is a separation between the appraisal and acquisition functions. This helps to eliminate any perceived conflicts of interest. This also allows Interwest to choose the most capable appraisers based on the specific dynamics of each project. Instead of stretching to complete an appraisal without adequate experience, the best team is fielded for every project. Interwest has an extensive list of appraisers it has teamed up with on prior projects to be able to accomplish this, whether the



acquisition is a temporary right to enter a property or a complex commercial valuation involving severance damages and goodwill. Interwest will take the lead in developing an appropriate scope of work for the appraisal assignment, manage sub-consultant contracts and provide oversight to ensure schedules are maintained and the project scope is accurately evaluated in the appraisal.

ACQUISITION | NEGOTIATION: How a team deals with the property owner is critical to the success and outcome of any project. Our approach is to establish a rapport early in the process with open and good communication, thus building trust with the property owner. We develop this relationship through early in-person meetings with the property owner to discuss all activities that will occur. We also carefully review the appraisal, offer documents, note any concerns or questions from the property owner and seek to resolve any issues between the agency and the owner. Our goal is to educate and assist the owner so they not only understand the process, but also have confidence in us and the agency we represent.

Every effort will be made to timely reach a negotiated settlement by contract and facilitate the execution of the documents and coordinate escrow activities. In the event an agreement regarding just compensation cannot be reached in a timely manner, we often are successful in obtaining Possession and Use Agreements, which will allow the Project to proceed on schedule and provide additional time for the parties to negotiate. While condemnation cannot always be completely avoided, our acquisition agents will take an active role in conducting themselves in the most ethical and competent manner in our "good faith" negotiations with each and every property owner.

PROJECT CERTIFICATION: Our staff has extensive knowledge of the project certification process. We have developed successful relationships with Caltrans Local Assistance agents on the district level to deliver right of way and obtain the appropriate level of Certification, when needed. Two of our team members were previously employed by Caltrans and thus have an excellent knowledge of Caltrans guidelines and thus the ability to ensure that projects meet Caltrans requirements. Our team involves Caltrans early on in the project and keeps them informed each step of the way, thereby allowing construction contract to be advertised, bid and awarded in a timely manner.

TITLE AND ESCROW SERVICES: The title and escrow process has become more complex in recent years due to the higher level of scrutiny by lenders. Our staff is intimately familiar and able to navigate through the extra steps needed to negotiate with lenders under these circumstances. Our agents will work with the property owners and the title company throughout the entire closing process to prepare escrow instructions, obtain notary verifications, obtain subordination agreements, obtain reconveyances and help facilitate a prompt closing of escrow.

CONDEMNATION SERVICES: Our staff has first-hand knowledge of the condemnation process. Working with property owners toward a successful negotiation involves maintaining open and honest communications. When the property owner is treated fairly and honestly throughout the entire land acquisition process, negotiated settlements can usually be obtained without the need to resort to condemnation. However, using the condemnation process is sometimes necessary for the benefit of the project—ensuring project delivery schedule and/or funding are not compromised. When needed, our agents will coordinate with legal counsel as necessary to document negotiations with the property owner and to provide any additional information required.

We handle everything from hardware installations and strategic plans to large software applications. We have experience in IT project planning and enjoy working with customers to analyze their IT needs and create solutions that are a good fit for their organization. We believe that IT should work with you and that each organization has its own unique needs and challenges. We are creative thinkers who partner with your staff to create a long-term relationship that you can rely on.



Section 2: Fee Schedule

Billing Rates

Effective August 2024

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 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.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$255
Principal Engineer	230
City Surveyor	220
City Engineer	225
Project Manager	210
Senior Traffic Engineer	200
Traffic Engineer III	190
Traffic Engineer II	180
Traffic Engineer I	170
Traffic Engineering Associate II	160
Traffic Engineering Associate I	150
Transportation Engineer	210
Supervising Engineer	205
Senior Engineer	200
Licensed Land Surveyor	190
Engineering Associate III	160
Engineering Associate II	150
Engineering Associate I	140
Survey Technician	130
Senior Engineering Technician	130
Engineering Technician III	130
Engineering Technician II	115
Engineering Technician I	105
Student Trainee	50
Grading Plans Examiner	165

Building Safety Services

Certified Building Official	165
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	160

Supervising Structural Engineer	200
Senior Structural Engineer	185
Senior Plans Examiner	145
CASp.....	135
Inspector III	115
Inspector II	105
Inspector I	95
Permit Technician.....	80
Fire Protection Engineer	160
Senior Fire Plans Examiner	135
Fire Plans Examiner / Fire Inspector	125
ICC Building Plans Examiner	125
Senior Code Enforcement Officer.....	140
Code Enforcement Officer	130
Trainee	75

Construction Management

Construction Manager	180
Assistant Construction Manager	160
Supervising Public Works Observer	175
Senior Public Works Observer	170
Public Works Observer III	160
Public Works Observer II	145
Public Works Observer I	130

Real Estate

Supervising Corporate Broker	260
Senior Project Manager	200
Project Manager	180
Senior Acquisition / Relocation Agent.....	140
Acquisition / Relocation Agent	125
ROW Technician	115
ROW Coordinator	100
Administrative Support	80

Landscape Design Review Services

Project Manager	185
Senior Landscape Design Reviewer	165
Landscape Design Reviewer.....	150
Landscape Maintenance Inspector	130
Landscape Field Supervisor.....	130

Planning Services

Community Development Director	220
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Project Manager	190
Planning Manager	200
Principal Planner.....	180
Senior Planner.....	165
Associate Planner	135
Assistant Planner.....	110
Planning Technician.....	90

Administrative

Grant Manager	165
Grant Writer.....	155
Management Analyst II.....	125
Management Analyst I.....	115
Senior Administrative	115
Administrative III.....	100
Administrative II.....	90
Administrative I.....	75