

## ITEM 4.8

### CITY MANAGER'S REPORT AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING

**ITEM:** REINSTATE MASTER AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION

**RECOMMENDATION:** Adopt Resolution Reinstating the Master Professional Consulting Services Agreement and Approve Task Order No. 7 with Interwest Consulting Group to Provide Continued Professional Services in the Building Division

---

#### SUMMARY:

On July 18, 2016 City Council approved a Master Agreement with Interwest Consulting Group (Interwest) to provide professional services. A series of Task Orders have been approved to provide various professional services within the Building Division.

The Master Agreement and the most recent Task Order had a termination date of June 30, 2019. In order to keep up with current Land Development projects, residential, commercial and industrial; staff is requesting that Council reinstate the Master Agreement and approve Task Order No. 7 to provide professional services within the Building Division.

Task Order No. 7 is for services on a time and material basis with a not to exceed amount of \$400,000. Task Order No. 7 will be fully funded by plan check fees collected from development and will only be paid when revenue has been received. Sufficient funds have been included in fiscal year 2019-20 approved budget and will be paid from funds allocated in the Building Division professional services.

#### BACKGROUND:

While Interwest provides a variety of services, to date they have primarily performed plan check services. Under the Master Agreement, Interwest would be paid 65% of the plan check fees collected by the City for projects they review. Previously Interwest has handled plan check review for River Islands development, complex structural plan check for major commercial and industrial developments as well as residential projects city-wide. Developers have been satisfied with the services rendered. Below is a summary table of previously approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1	07/18/16	Code Enforcement
2	07/18/16	Plan Check Services
3	04/17/17	Plan Check Services
4	01/18/19	Plan Check Services
5	02/12/19	Plan Check Services
6	04/08/19	Plan Check Services

**AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING  
REINSTATE A MASTER CONSULTANT AGREEMENT AND APPROVE TASK  
ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL  
SERVICES IN THE BUILDING DIVISION****REASON FOR RECOMMENDATION:**

Professional services are needed in the Building Division to keep up with current Land Development projects, residential, commercial and industrial. The ability to use the services of outside consultants makes it possible to keep minimal permanent staff without having to resort to layoffs if construction slows down.

**FISCAL IMPACT:**

Proposed Task Order No. 7 is for additional plan check services by Interwest for an amount not to exceed \$400,000, will be fully funded by plan check fees collected from development and will only be paid when revenue has been received. Sufficient funds have been included in fiscal year 2019-20 approved budget and will be paid from funds allocated in the Building Division professional services.

**ATTACHMENTS:**

- A. Adopt Resolution to Reinstate Master Agreement and Approve Task Order No. 7 with Interwest Consulting Group to Provide Professional Services in the Building Division
- B. Reinstate Master Agreement between the City of Lathrop and Interwest Consulting Group to provide Plan Review, Building Inspection and Permit Technician Services.
- C. Task Order No. 7 with Interwest Consulting Group to Provide to provide Plan Review, Building Inspection and Permit Technician Services


AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING

REINSTATE A MASTER CONSULTANT AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION

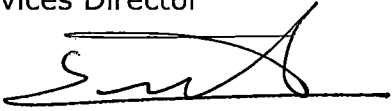
APPROVALS:

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

8-8-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

8/8/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-8-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8-8-19  
\_\_\_\_\_  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REINSTATE MASTER AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP TO PROVIDE PROFESSIONAL SERVICES IN THE BUILDING DIVISION**

**WHEREAS**, on July 18, 2016, Interwest Consulting Group (Interwest) entered into a Master Agreement and Task Order No. 1 and No. 2 with the City; and

**WHEREAS**, on April 17, 2017, City Council approved Task Order No. 3 to provide additional Building Division Professional Plan Check Services; and

**WHEREAS**, on January 18, 2018, the City issued Task Order No. 4 for Plan Check Services to the Public Works Department; and

**WHEREAS**, on February 12, 2018, the City issued Task Order No. 5 for Plan Check Services to the Public Works Department; and

**WHEREAS**, on April 8, 2019, the City issued Task Order No. 6 for Plan Check Services in the Building Division; and

**WHEREAS**, additional professional services are needed in the Building Division to keep up with current Land Development projects, residential, commercial and industrial; and

**WHEREAS**, staff is requesting that Council reinstate the Master Agreement and approve Task Order No. 7 to provide professional services within the Building Division; and

**WHEREAS**, Task Order No. 7 will be fully funded by plan check fees collected from development and will only be paid when revenue has been received; and

**WHEREAS**, sufficient funds have been included in fiscal year 2019-20 approved budget and will be paid from funds allocated in the Building Division professional services.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve to reinstate a Master Agreement and approve Task Order No. 7 with Interwest Consulting Group, to provide Professional Services in the Building Division.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of August, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**REINSTATE MASTER CONSULTANT AGREEMENT BETWEEN THE  
CITY OF LATHROP AND INTERWEST CONSULTING GROUP**

**TO PROVIDE PLAN REVIEW, BUILDING INSPECTION AND PERMIT  
TECHNICIAN SERVICES**

**THIS AGREEMENT**, dated for convenience this **12<sup>th</sup> day of August 2019**, is by and between **Interwest Consulting Group**. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, Council approved a Master Agreement with Interwest Consulting Group on July 18, 2018 that expired on June 30, 2019; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CITY and CONSULTANT agree to reinstate the Master Consulting Agreement and extend termination date to June 30, 2022 ("Agreement"); and

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform Plan Review, Building Inspection and Permit Technician Services in conformance with an approved Scope of Work submitted by the CONSULTANT. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and CITY'S satisfaction.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Plan Review, Building Inspection and Permit Technician Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete.

In no event shall CONSULTANT be entitled to compensation for work not included in an approved Task Order Scope of Work unless CITY's authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

**(3) Effective Date and Term**

The effective date of this Agreement is **August 12, 2019**, and it shall terminate no later than **June 30, 2022**.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work describe in each approved Task Order to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

**(7) Assignment of Personnel**

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Ron Beehler, SE, CBO**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH  
INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK  
CONSULTING SERVICES

**(8) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(9) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.



CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT’S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider’s general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
  - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
  - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
  - (iii) The policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
    3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
    4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

**(10) Indemnification - CONSULTANT'S Responsibility**

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

## CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

### **(11) Licenses**

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

### **(12) Business Licenses**

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

### **(13) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

**(14) Funding**

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

**(15) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:                   City of Lathrop  
                                  City Clerk  
                                  390 Towne Centre  
                                  Lathrop, CA 95330

Copy to:                   City of Lathrop  
                                  Public Works Department  
                                  390 Towne Centre  
                                  Lathrop, CA 95330  
                                  MAIN: (209) 941-7430

CONSULTANT:            Interwest Consulting Group  
                                  Ron Beehler, SE, Regional Manager  
                                  1613 Santa Clara Drive, Suite 100  
                                  Roseville, CA 95661

Fed ID # \_\_\_\_\_  
Bus License # \_\_\_\_\_

**(16) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH  
INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK  
CONSULTING SERVICES

- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY.

CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

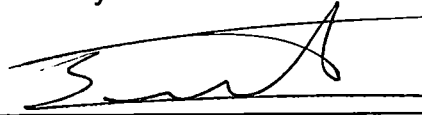
**(18) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

Approved as to Form:

City of Lathrop  
City Attorney



8-7-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
Assistant Public Work Director

Michael King

Date

Approved by:  
Resolution No.

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

Interwest Consulting Group  
Ron Beehler, SE, Regional Manager  
1613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

Fed ID # \_\_\_\_\_

Bus License # \_\_\_\_\_

Signature

Date

(Print Name and Title)



**CITY OF LATHROP**

**TASK ORDER NO. 7**

**PURSUANT TO REINSTATED MASTER CONSULTING AGREEMENT  
DATED AUGUST 12, 2019 WITH INTERWEST CONSULTING GROUP  
TO PROVIDE PLAN REVIEW, BUILDING INSPECTION AND PERMIT  
TECHNICIAN SERVICES**

**THIS TASK ORDER NO.7**, dated for convenience this 12<sup>th</sup> day of August 2019 is by and made and entered into by and between **INTERWEST CONSULTING GROUP** (“CONSULTANT”) and the **CITY OF LATHROP**, a California municipal corporation (“CITY”);

**RECITALS:**

**WHEREAS**, on July 18, 2016, CONSULTANT entered into a Master Agreement and Task Order No. 1 and No. 2 (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide plan review, building inspection and permit technician services; and

**WHEREAS**, on April 17, 2017, City Council approved Task Order No. 3 to provide additional Building Division Professional Plan Check Services; and

**WHEREAS**, on January 18, 2018, the City issued Task Order No. 4 for Plan Check Services to the Public Works Department; and

**WHEREAS**, on February 12, 2018, the City issued Task Order No. 5 for Plan Check Services to the Public Works Department; and

**WHEREAS**, on April 8, 2019, the City issued Task Order No. 6 for Plan Check Services in the Building Division; and

**WHEREAS**, on August 12, 2019, City Council approved to reinstate a Master Agreement and extend termination date to June 30, 2022; and

**WHEREAS**, CONSULTANT submitted a scope of work as shown in Exhibit “A”; and

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Building Division Professional Plan Check Services, which are required by this agreement; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such plan review, building inspection and permit technician services, as hereinafter defined, on the following terms and conditions;

CITY OF LATHROP – TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP  
PROFESSIONAL PLAN CHECK SERVICES IN THE BUILDING DIVISION

**NOW, THEREFORE,** CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Incorporation of Master Agreement**

This Task Order No. 7 hereby incorporates by reference all terms and conditions set forth in the Reinstated Master Consulting Agreement for plan review, building inspection and permit technician services, unless specifically modified by this Task Order.

**(2) Scope of Service**

CONSULTANT agrees to perform plan review, building inspection and permit technician services in accordance with the scope of work and fee proposal attached hereto as Exhibit "A" to this Task Order.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

**(3) Effective Date and Term.**

The effective date of this Task Order No. 7 is August 12, 2019, and it shall terminate no later than June 30, 2022.

**(4) Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$400,000** for the Plan Review, Building Inspection and Permit Technician Services, at the detailed rates detailed in Exhibit A. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

**(5) Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

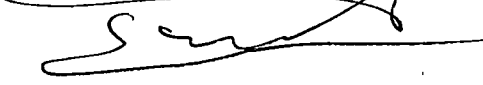
CITY OF LATHROP – TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP  
PROFESSIONAL PLAN CHECK SERVICES IN THE BUILDING DIVISION

(6) **Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form:

City of Lathrop  
City Attorney



8-7-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
Assistant Public Works Director

Michael King

Date

Accepted by:  
Resolution No:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

Interwest Consulting Group  
Ron Beehler, SE, Regional Manager  
1613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

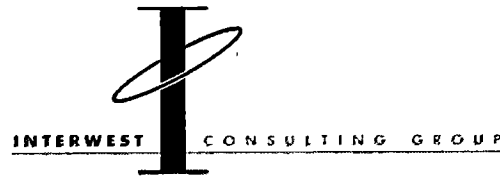
Fed ID # \_\_\_\_\_

Bus License # \_\_\_\_\_

Signature

Date

(Print Name and title)



July 26, 2019

Mr. Michael King  
Assistant Public Works Director  
Lathrop City Hall  
390 Towne Centre Drive  
Lathrop, CA 95330

**RE: Proposal to Provide Plan Review, Building Inspection and Permit Technician Services**

Dear Mr. King,

Interwest Consulting Group Company, is pleased to submit our proposal to provide Building Inspection, Permit Technician and Plan Review Services to the City of Lathrop, as needed, to comply with State laws. We understand with the improving economy and recent changes in State Law, the City of Lathrop is seeking the services of building and safety consulting firms to address accessibility, peak work load demands and to maintain timely services. We understand the City is seeking consulting firms to provide professional services for the plan review of commercial and residential structures to verify compliance with the most current adopted versions of the California Building Standards Code, Lathrop City Ordinances, and relevant State and Federal Laws. We further understand that services may include coordination between City agencies, designers, and builders in the community

All proposed services will be directed from our local Roseville office. The team members will be carefully screened and selected specifically for their unique experience, licenses, certifications and proposed significant contribution to the City. Of special note is the high degree of work experience and familiarity with building department policies and procedures gained thru experience providing services similar to those being requested.

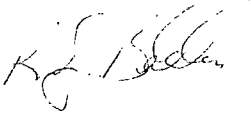
We view the key elements to serving the City of Lathrop as follows:

- ✓ Providing **qualified and experienced staff** to perform professional building permit processing, inspection and plan check services.
- ✓ **Providing qualified and experienced staff** to provide plan reviews particularly Certified Accessibility Specialists and Licensed Structural Engineers.
- ✓ Providing a **high level of customer service** for internal and external customers.
- ✓ Balancing the needs of the community by providing as needed services to address peak workload demands, in order to maintain reasonable response times for department services.

Interwest Consulting Group provides building plan review, building permit processing and inspection services to many communities throughout California and presently provides these services to the City of Clovis, City of Modesto, City of Manteca, City of Tracy, City of Turlock, City of Sonora, Fresno County and many more central and northern California communities.

I will serve as the main point of contact for all services. Please call me at 916.204.3178 if you have any questions related to this proposal or would like to discuss any of the services provided by Interwest Consulting Group.

Sincerely,

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

**Ron Beehler, SE, CBO**  
Director of Building Safety Services  
Interwest Consulting Group  
[rbeehler@interwestgrp.com](mailto:rbeehler@interwestgrp.com)  
916.204.3178

## **INTRODUCTION**

Interwest Consulting Group has been in business just over 14 years and currently employs over 400 employees spanning a multitude of disciplines, roles and job placements to municipalities within code enforcement, building safety and public works departments throughout California. We work hard to provide professional building safety services with a customer service focus in the manner expected by our clients.

We specialize in tailoring staffing and services to fit client needs. When work levels are high, we increase staffing to meet the demand. When work slows down, we can fade into the background without compromising service. Our services can quickly grow to provide an entire team of experts on a project or satisfy a client need with a single individual. We can also draw upon our many other professionals located within offices throughout California if required.

We offer top personnel with extensive experience. All are seasoned jurisdictional staffs who understand the procedures, policies and deadlines necessary to keep governments running smoothly. We work strictly for city and county municipalities thus avoiding any conflict of interest. Since we work so closely with our clients, we know successful customer service is best delivered by people who shine in their professions. All of our staff offers exceptional experience and long-standing relationships within the industry.

## **SCOPE OF SERVICES**

We understand the City is looking for a consultant who can provide an experienced team to provide as needed plan review, permit technician and building inspection services. Our personnel will seamlessly integrate and coordinate with the City departments and provide uninterrupted, efficient, and cost-effective building department services to the public.

Interwest Consulting Group has a proven track record providing these same services to jurisdictions and has the resources to remain flexible with experienced staff that is available to provide the services immediately to the City of Lathrop.

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

- ✓ **A team of professionals** with high-level experience and skills in successful management of building department services, staff with a **customer service focus** and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other City departments and outside agencies.
- ✓ **Licensed Plan Review Engineers** and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.
- ✓ **Licensed Structural Engineers** who have extensive experience with large and complex projects.
- ✓ **CASp Certified Staff** who are intimately familiar with the regulatory requirements related to ensuring buildings comply with the latest accessibility guidelines and requirements.
- ✓ **Certified Inspector(s)** with broad experience in jurisdictional procedures and the highest commitment to customer service.
- ✓ Services in a **cost-effective manner** that remains within budget constraints.

- ✓ Provide pick up and delivery of all plans to and from the City at **no cost to the City.**

**COMPENSATION**

For complete plan review services for projects reviewed in our offices, we propose a fee equal to 65% of the plan review fees based on your adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below.

For in-house services, we propose utilizing the hourly rates listed within the Schedule of Hourly Billing Rates for the specific classification utilized for services. We are willing to negotiate a mutually acceptable fee for large projects and special projects on a case-by-case basis.

For structural only and other partial reviews such as foundation only, preliminary reviews or others, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

**SCHEDULE OF HOURLY BILLING RATES**

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer Plans Examiner.....	\$ 125
ICC Certified Plans Examiner .....	\$ 95
CASp.....	\$ 90
Building Inspector.....	\$ 88
Permit Technician.....	\$ 62
Code Enforcement Officer.....	\$ 90

Expedited Plan Review ..... 140% of the the Plan Review Fee for the specific project. *Expedite services utilize turn-around times of one half the agreed upon times for non-expedite projects.*  
 Inspection/Permit Technician Overtime..... 140% of Above Listed Hourly Rates

Miscellaneous charges will include:  
 Mileage within the City for Inspections.....Current IRS Vehicle Mileage Rate

**PAGE LEFT  
INTENTIONALLY  
BLANK**