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CITY OF FAIRFIELD
THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT

The City of Fairfield ("the CITY") and Interwest Consulting Group ("CONSULTANT") entered into a Consultant Services Agreement ("AGREEMENT") on December 15, 2015 for third party plan review, inspection and consulting services for the Fairfield Fire Department; and

The CITY and CONSULTANT entered into a First Amendment to the AGREEMENT on March 14, 2016 to replace Exhibit "A" Schedule of Fees to further clarify the inspection service review; and

The CITY and CONSULTANT entered into a Second Amendment to the Agreement on August 26, 2016 to replace Exhibit "A" with a currently dated letter to continue to provide third party plan review, inspection and consulting services to Fairfield Fire Department with the same fee structure as the First Amendment; increase the contract price by an additional \$75,000 and extend the term to September 30, 2019; and

The CITY and CONSULTANT now desire to enter into a Third Amendment to the Agreement to remove the contract price and to extend the term of the AGREEMENT until June 30, 2022, with an option for an additional term of three (3) years if staffing in the Fairfield Fire Department is not sufficient to process all plan review and inspection services by in-house staff.

Now, therefore, the CITY and CONSULTANT hereby agree to amend that certain AGREEMENT as follows:

1. Section 7 (TERM) of the Agreement is hereby amended in its entirety to read as follows:

"This AGREEMENT shall be in effect until June 30, 2022. The City Manager may extend the term of this AGREEMENT for up to three additional years in the event that the City Manager determines staffing in the Fairfield Fire Department is not sufficient to process all plan review and inspection services by in-house staff."
2. Exhibit B of this AGREEMENT is hereby amended by deleting paragraph 1.
3. All other terms of the AGREEMENT shall remain the same.

EXECUTED at Fairfield, California, as of June 21, 2017.

CITY OF FAIRFIELD, a municipal corporation

By: [Signature]
Its: David A. White
City Manager

INTERWEST CONSULTING GROUP

By: [Signature]
Its: ROU BGGHUNG, DIRECTOR
AV

CITY OF FAIRFIELD

RESOLUTION NO. 2017-140

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING THE THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF FAIRFIELD AND INTERWEST CONSULTING GROUP

WHEREAS, on December 15, 2015, the City of Fairfield entered into a Consultant Services Agreement (the "Agreement") with Interwest Consulting Group to assist the Fire Department with fire plan reviews and inspections as needed; and

WHEREAS, pursuant to the Agreement, Interwest Consulting Group agreed to provide to the City services related to review of fire plans and performance of required inspections in an amount not-to-exceed \$25,000; and

WHEREAS, on March 14, 2016, the City of Fairfield entered into a First Amendment to the Agreement to clarify inspector fees and inspection service minimum time frames; and

WHEREAS, on August 26, 2016, the City of Fairfield entered into a Second Amendment to the Agreement to increase by \$75,000 the maximum amount that the City will pay Interwest Consulting Group for services related to review of fire plans and performance of required inspections and extend the term to September 30, 2019; and

WHEREAS, current funds will be expended by June, 2017; and

WHEREAS, the City now desires to enter into a Third Amendment to the Agreement to extend the term for an additional five (5) years to run consecutively from the time the current monies are expended with an option for an additional three (3) year extension if staffing in the Fairfield Fire Department is not sufficient to process plan review and inspection services by in-house staff and to delete paragraph 1 of Exhibit B to the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby finds and determines that the Fire Department is in need of continued assistance from Interwest Consulting Group to perform fire plan reviews and inspections on an as-needed basis.

Section 2. The City Council hereby approves and authorizes the execution of the Third Amendment to the Agreement in the form attached hereto, with such minor changes as may be approved by the City Manager.

Section 3. The City Manager is hereby authorized to execute the Third Amendment to the Agreement and do all other acts and things necessary to implement this Resolution.

PASSED AND ADOPTED this 20th day of June, 2017, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry F. Price
MAYOR

ATTEST:
Karen L. Bees
CITY CLERK

CITY OF FAIRFIELD

RESOLUTION NO. 2016-199

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING THE SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FAIRFIELD AND INTERWEST CONSULTING GROUP

WHEREAS, on December 15, 2015, the City of Fairfield entered into a Consultant Services Agreement (the "Agreement") with Interwest Consulting Group to assist the Fire Department with fire plan reviews and inspections as needed; and

WHEREAS, pursuant to the Agreement, Interwest Consulting Group agrees to provide to the City services related to review of fire plans and performance of required inspections in an amount not-to-exceed \$25,000; and

WHEREAS, on March 14, 2016, the City of Fairfield entered into a First Amendment to the Agreement with Interwest Consulting Group to clarify inspector fees and inspection service minimum time frames; and

WHEREAS, the City desires to enter into a Second Amendment to the Agreement to increase by \$75,000 the maximum amount that the City will pay Interwest Consulting Group for services related to review of fire plans and performance of required inspections.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby finds and determines that the Fire Department is in need of assistance from Interwest Consulting Group to perform fire plan reviews and inspections on an as-needed basis in order to serve City customers in a timely manner to prevent unnecessary and potentially costly delays to those customers.

Section 2. The City Council hereby approves and authorizes the execution of the Second Amendment to the Consultant Services Agreement by and between the City of Fairfield and Interwest Consulting Group. The City Manager is authorized to execute the Second Amendment in substantially the same form, with such changes therein as the City Manager may require or approve.

Section 3. The City Manager is hereby authorized to execute and deliver any and all necessary documents and instruments and to do all things which the City Manager may deem necessary or proper to effectuate the purposes of this resolution.

PASSED AND ADOPTED this 16th day of August, 2016, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE

Harry F. Price
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK

CITY OF FAIRFIELD
SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

The City of Fairfield ("the CITY") and Interwest Consulting Group ("CONSULTANT") entered into a Consultant Services Agreement on December 15, 2015 for third party plan review, inspection and consulting services for the Fairfield Fire Department; and

The CITY and CONSULTANT desire to replace Exhibit "A" Schedule of Fees to reflect the CONSULTANT'S agreement to enter into this Second Amendment. This Second Amendment will allow for an additional three (3) years to run consecutively from the date that all existing funds have been expended and to add an additional \$75,000 to the existing contract dated December 15, 2015.

Now, therefore, the CITY and CONSULTANT hereby agree to amend that certain Agreement as follows:

1. Replace Exhibit "A" with new Exhibit "A" dated April 28, 2016 agreeing to continue to provide third party plan review, inspection and consulting services for the Fairfield Fire Department.
2. The contract price will be increased by an additional \$75,000.
3. The term of the contract will be extended through September 30, 2019 to allow the three (3) years extension to run consecutively from the date that all existing funds have been expended.
4. All other terms shall remain the same.

EXECUTED at Fairfield, California, as of August 26, 2016.

CITY OF FAIRFIELD, a municipal corporation

By: 
Its: David A. White
City Manager AV

INTERWEST CONSULTING GROUP

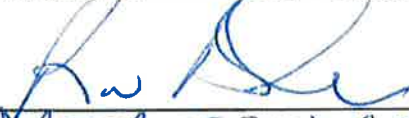
By: 
Its: DIRECTOR OF BUILDING SAFETY SERVICES

EXHIBIT "A"

April 28, 2016



Jorge Merodio, Deputy Fire Chief
City of Fairfield Fire Department
1200 Kentucky Street
Fairfield, CA 94533

Re: Proposal for Third Party Plan Review and Inspection Services

Dear Chief Merodio;

Thank you for considering Interwest Consulting Group to provide third party plan review and inspection services to the City of Fairfield Fire Department.

Below is our Scope of Services that we proposed to provide to the City of Fairfield Fire Department.

Project Understanding:

It is our understanding that City of Fairfield Fire Department is seeking an immediate need for fire prevention and plan review and inspection services for the Fire Department.

Scope of Work:

Interwest Consulting Group (ICG) will provide experienced fire prevention staff and engineers to perform third party plans review, inspection and consulting services for the Fire Department. Based on our review of project documents, we will prepare written communications of our findings.

Scope of Services:

Our scope of services for this project will consist of the following:

Plan Review: ICG will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, and 9 including, fire/life safety, relative to the review of fire protection systems (fire sprinkler systems, fire alarm systems, fire suppression systems, fire pump installations), civil improvement plans and non-structural building plans for fire and life safety — as amended by Jurisdiction.

Comment Lists and Plans Delivery: Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. ICG will transport plans and comments to Jurisdiction in person, e-mail, via FAX, and/or reliable overland carrier. Overnight delivery is available at no additional cost. Depending on the Jurisdiction's preferred process, ICG will provide plan check comments and perform rechecks directly with the (1) Jurisdiction, or (2) the applicant/designer, returning documents to the Jurisdiction after the plan review process is completed for approved.

Turn-Around Schedules: Plan reviews will generally be completed / returned to Jurisdiction within approximately ten (10) working days of the date the plans are received by ICG for the initial review, subsequent reviews are five (5) working days. Other turnaround schedules will be accommodated at

request of Jurisdiction. Large, unusually complex plan reviews may require up to a fifteen (15) working day turn-around.

Expedited plan review is available and the turnaround time can vary based upon current workloads, generally the time frame is 5 to 7 working days.

Technical Support: When mutually agreed between the Jurisdiction and ICG as vital to project success, ICG staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel *on an as-needed basis*.

Plan Delivery and Pickup: ICG will arrange for documents to be delivered on an as needed basis from your Department at no cost.

Status Updates: We will be available for weekly status updates on all projects in the plan check process. ICG will maintain and track an up-to-date Plan Review File for the length of this project. This file will include all jurisdiction local ordinances and amendments, department policies and plan review interpretation. Delivery of plan review comments and communication directly with assigned plan review engineer is available via email, or personal cell phone.

On-Site Support: Interwest Consulting Group will provide on-site plan review services based upon the Schedule of Hourly Rates.

With sufficient advance scheduling, Interwest Consulting Group staff is available for pre-construction or pre-design meetings, field visits, contact with the design team, and support for field inspections personnel as needed.

Inspection Services: Interwest Consulting Group will provide fire inspector(s) as requested by the Department. The scope of inspection services to be provided will be defined and listed below or as defined uniquely for each project or as determined by Interwest Consulting Group and the Jurisdiction. Inspector(s) will report directly to the Department Fire Chief or other person designated by the Department for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all fire protection activity, preparation of daily reports, review of submittals and other duties as assigned.

Conflict Resolution: When disagreements occur between applicants and Interwest Consulting Group staff, the Department will be notified and consulted. After consultation, Interwest Consulting Group will issue a final recommendation for the Fire Chief to consider.

Exclusions:

The following services are specifically excluded from this proposal:

1. Printing of documents from electronic media.
2. Establishing financial responsibility for project change orders.
3. Cost-estimating services including verification of change order costs.
4. Pre-construction meeting(s) at additional cost.
5. Provide code analysis on existing building(s) at additional cost.
6. Inspections outside of normally scheduled occurrence at additional cost.

Compensation:

- Shall be as identified in the attached Exhibit A – Schedule of Hourly Fees

Again, thank you for allowing us the opportunity to provide you with this proposal. We look forward to working with you and your Fire Department staff. Please do not hesitate to call me if you have any questions related to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Brown", with a horizontal line extending to the right.

Vernon Brown
Manager, Fire Protection Services
Interwest Consulting Group
916.726.0404

Interwest Consulting Group + 1613 Santa Clara Drive, Ste. 100 + Roseville, CA 95661
916-781-6600

**EXHIBIT A
SCHEDULE OF FEES**

Personnel Charges – Plan Review and Inspection Services

Personnel Description	Hourly Billing Rate²
Plan Review Engineer (FPE, SE – if required)	\$125
Fire Protection Manager	\$110
Senior Plans Examiner/Inspector ¹	\$95
Mileage for inspection services	Current IRS rates
Overtime Services	25% Above Rates Shown

¹ 4-hour minimum for onsite plan review/inspection service

² 1-hour minimum charge for all plan review service

These rates are effective from through December 31, 2016.

Reimbursable Expenses

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Outside Consultants (at cost plus 15%)

Rate Schedule Beginning January 1, 2017

Personnel Description	Hourly Billing Rate²
Plan Review Engineer (FPE, SE – if required) Roseville	\$125
Fire Protection Manager - Roseville	\$110
Senior Plans Examiner - Roseville	\$95
Fire Inspector ¹ - Fairfield	\$105
Mileage for inspection services	Current IRS rates
Overtime Services	25% Above Rates Shown

¹ 4-hour minimum for onsite plan review/inspection service

² 1-hour minimum charge for all plan review service

These rates are effective from through December 31, 2020.

Reimbursable Expenses

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Outside Consultants (at cost plus 15%)

CITY OF FAIRFIELD
FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

The City of Fairfield ("the CITY") and Interwest Consulting Group ("CONSULTANT") entered into a Consultant Services Agreement on December 15, 2015 for third party plan review, inspection and consulting services for the Fairfield Fire Department; and

The CITY and CONSULTANT desire to replace Exhibit A Schedule of Fees to further clarify the inspection service review.

Now, therefore, the CITY and CONSULTANT hereby agree to amend that certain Agreement as follows:

1. Replace Exhibit "A" with new Exhibit "A" dated revised February 24, 2016 clarifying inspector fees and inspection service minimum time frames.
2. All other terms shall remain the same.

EXECUTED at Fairfield, California, as of March 14, 2016.

CITY OF FAIRFIELD, a municipal corporation

By: 
Its: David A. White
City Manager TW

INTERWEST CONSULTING GROUP

By: 
Its: Director, Building Safety Services
RON BEEHLEK

EXHIBIT "A"

November 11, 2015



February 24, 2016 (revised)

Jorge Merodio, Deputy Fire Chief
City of Fairfield Fire Department
1200 Kentucky Street
Fairfield, CA 94533

Re: Proposal for Third Party Plan Review and Inspection Services

Dear Chief Merodio;

Thank you for considering Interwest Consulting Group to provide third party plan review and inspection services to the City of Fairfield Fire Department.

Below is our Scope of Services that we proposed to provide to the City of Fairfield Fire Department.

Project Understanding:

It is our understanding that City of Fairfield Fire Department is seeking an immediate need for fire prevention and plan review and inspection services for the Fire Department.

Scope of Work:

Interwest Consulting Group (ICG) will provide experienced fire prevention staff and engineers to perform third party plans review, inspection and consulting services for the Fire Department. Based on our review of project documents, we will prepare written communications of our findings.

Scope of Services:

Our scope of services for this project will consist of the following:

Plan Review: ICG will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, and 9 including, fire/life safety, relative to the review of fire protection systems (fire sprinkler systems, fire alarm systems, fire suppression systems, fire pump installations), civil improvement plans and non-structural building plans for fire and life safety — as amended by Jurisdiction.

Comment Lists and Plans Delivery: Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. ICG will transport plans and comments to Jurisdiction in person, e-mail, via FAX, and/or reliable overland carrier. Overnight delivery is available at no additional cost. Depending on the Jurisdiction's preferred process, ICG will provide plan check comments and perform rechecks directly with the (1) Jurisdiction, or (2) the applicant/designer, returning documents to the Jurisdiction after the plan review process is completed for approved.

Turn-Around Schedules: Plan reviews will generally be completed / returned to Jurisdiction within approximately ten (10) working days of the date the plans are received by ICG for the initial review, subsequent reviews are five (5) working days . Other turnaround schedules will be accommodated at

request of Jurisdiction. Large, unusually complex plan reviews may require up to a fifteen (15) working day turn-around.

Expedited plan review is available and the turnaround time can vary based upon current workloads, generally the time frame is 5 to 7 working days.

Technical Support: When mutually agreed between the Jurisdiction and ICG as vital to project success, ICG staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel *on an as-needed basis*.

Plan Delivery and Pickup: ICG will arrange for documents to be delivered on an as needed basis from your Department at no cost.

Status Updates: We will be available for weekly status updates on all projects in the plan check process. ICG will maintain and track an up-to-date Plan Review File for the length of this project. This file will include all jurisdiction local ordinances and amendments, department policies and plan review interpretation. Delivery of plan review comments and communication directly with assigned plan review engineer is available via email, or personal cell phone.

On-Site Support: Interwest Consulting Group will provide on-site plan review services based upon the Schedule of Hourly Rates.

With sufficient advance scheduling, Interwest Consulting Group staff is available for pre-construction or pre-design meetings, field visits, contact with the design team, and support for field inspections personnel as needed.

Inspection Services: Interwest Consulting Group will provide fire inspector(s) as requested by the Department. The scope of inspection services to be provided will be defined and listed below or as defined uniquely for each project or as determined by Interwest Consulting Group and the Jurisdiction. Inspector(s) will report directly to the Department Fire Chief or other person designated by the Department for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all fire protection activity, preparation of daily reports, review of submittals and other duties as assigned.

Conflict Resolution: When disagreements occur between applicants and Interwest Consulting Group staff, the Department will be notified and consulted. After consultation, Interwest Consulting Group will issue a final recommendation for the Fire Chief to consider.

Exclusions:

The following services are specifically excluded from this proposal:

1. Printing of documents from electronic media.
2. Establishing financial responsibility for project change orders.
3. Cost-estimating services including verification of change order costs.
4. Pre-construction meeting(s) at additional cost.
5. Provide code analysis on existing building(s) at additional cost.
6. Inspections outside of normally scheduled occurrence at additional cost.

Compensation:

- Shall be as identified in the attached Exhibit A – Schedule of Hourly Fees

Again, thank you for allowing us the opportunity to provide you with this proposal. We look forward to working with you and your Fire Department staff. Please do not hesitate to call me if you have any questions related to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Brown", with a horizontal line extending to the right.

Vernon Brown
Manager, Fire Protection Services
Interwest Consulting Group
916.726.0404

**EXHIBIT A
SCHEDULE OF FEES**

Personnel Charges – Plan Review and Inspection Services

Personnel Description	Hourly Billing Rate²
Plan Review Engineer (FPE, SE – if required)	\$125
Fire Protection Manager	\$110
Senior Plans Examiner/Inspector ¹	\$95
OPTIONAL REVIEW COST	
Plan review at 72% of fees collected for up to the third review. For projects that require a fourth review and more will be charged at the hourly rates shown above.	
Mileage for inspection services	Current IRS rates
Overtime Services	25% Above Rates Shown

¹ 4-hour minimum for onsite plan review/inspection service

² 1-hour minimum charge for all plan review service

These rates are effective from through December 31, 2016.

Reimbursable Expenses

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Outside Consultants (at cost plus 15%)

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of December 15, 2015, by and between the City of Fairfield, a municipal corporation (the "CITY") and Interwest Consulting Group ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM**. This agreement shall be in effect through January 31, 2018; or until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: David A. White
David A. White AV
City Manager
Interwest Consulting Group

By: Ken Beemer
(PRINT NAME) Ken Beemer

EXHIBIT "A"



November 11, 2015

Jorge Merodio, Deputy Fire Chief
City of Fairfield Fire Department
1200 Kentucky Street
Fairfield, CA 94533

Re: Proposal for Third Party Plan Review

Dear Chief Merodio;

Thank you for considering Interwest Consulting Group to provide third party plan review services to the City of Fairfield Fire Department.

Below is our Scope of Services that we proposed to provide to the City of Fairfield Fire Department.

Project Understanding:

It is our understanding that City of Fairfield Fire Department is seeking an immediate need for fire prevention and plan review services for the Fire Department.

Scope of Work:

Interwest Consulting Group (ICG) will provide experienced fire prevention staff and engineers to perform third party plans review, inspection and consulting services for the Fire Department. Based on our review of project documents, we will prepare written communications of our findings.

Scope of Services:

Our scope of services for this project will consist of the following:

Plan Review: ICG will perform plan reviews to check plans for compliance with the California Building Laws as generally found in Title 24 Parts 2, and 9 including, fire/life safety, relative to the review of fire protection systems (fire sprinkler systems, fire alarm systems, fire suppression systems, fire pump installations), civil improvement plans and non-structural building plans for fire and life safety — as amended by Jurisdiction, and contained within the Fairfield Fire Department Fire Prevention Standards.

Comment Lists and Plans Delivery: Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. ICG will transport plans and comments to Jurisdiction in person, e-mail, via FAX, and/or reliable overland carrier. Overnight delivery is available at no additional cost. Depending on the Jurisdiction's preferred process, ICG will provide plan check comments and perform rechecks directly with the (1) Jurisdiction, or (2) the applicant/designer, returning documents to the Jurisdiction after the plan review process is completed for approved.

Turn-Around Schedules: Plan reviews will generally be completed / returned to Jurisdiction within approximately ten (10) working days of the date the plans are received by ICG for the initial review, subsequent reviews are five (5) working days . Other turnaround schedules will be accommodated at

request of Jurisdiction. Large, unusually complex plan reviews may require up to a fifteen (15) working day turn-around.

Expedited plan review is available and the turnaround time can vary based upon current workloads, generally the time frame is 5 to 7 working days.

Technical Support: When mutually agreed between the Jurisdiction and ICG as vital to project success, ICG staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel *on an as-needed basis*.

Plan Delivery and Pickup: ICG will arrange for documents to be delivered on an as needed basis from your Department at no cost.

Status Updates: We will be available for weekly status updates on all projects in the plan check process. ICG will maintain and track an up-to-date Plan Review File for the length of this project. This file will include all jurisdiction local ordinances and amendments, department policies and plan review interpretation. Delivery of plan review comments and communication directly with assigned plan review engineer is available via email, or personal cell phone.

On-Site Support: When requested, Interwest Consulting Group will provide on-site plan review services based upon the Schedule of Hourly Rates.

With sufficient advance scheduling, Interwest Consulting Group staff is available for pre-construction or pre-design meetings, field visits, contact with the design team, and support for field inspections personnel as needed.

Inspection Services: Interwest Consulting Group will provide fire inspector(s) as requested by the Department. The scope of inspection services to be provided will be defined and listed below or as defined uniquely for each project or as determined by Interwest Consulting Group and the Jurisdiction. Inspector(s) will report directly to the Department Fire Chief or other person designated by the Department for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all fire protection activity, preparation of daily reports, review of submittals and other duties as assigned.

Conflict Resolution: When disagreements occur between applicants and Interwest Consulting Group staff, the Department will be notified and consulted. After consultation, Interwest Consulting Group will issue a final recommendation for the Fire Chief to consider.

Exclusions:

The following services are specifically excluded from this proposal:

1. Printing of documents from electronic media.
2. Establishing financial responsibility for project change orders.
3. Cost-estimating services including verification of change order costs.
4. Pre-construction meeting(s) at additional cost.
5. Provide code analysis on existing building(s) at additional cost.
6. Inspections outside of normally scheduled occurrence at additional cost.

Compensation:

- Shall be as identified in the attached Exhibit A – Schedule of Hourly Fees

Again, thank you for allowing us the opportunity to provide you with this proposal. We look forward to working with you and your Fire Department staff. Please do not hesitate to call me if you have any questions related to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Brown", with a horizontal line extending to the right.

Vernon Brown
Manager, Fire Protection Services
Interwest Consulting Group
916.726.0404

**EXHIBIT A
SCHEDULE OF FEES**

Personnel Charges – Plan Review and Inspection Services

Personnel Description	Hourly Billing Rate²
Plan Review Engineer (FPE, SE – if required)	\$125
Fire Protection Manager	\$110
Senior Plans Examiner ¹	\$95
Outside Consultants	(at cost plus 15%)
Mileage for inspection services	Current IRS rates
Overtime Services	25% Above Rates Shown

¹ 4-hour minimum for onsite plan review service

² 1-hour minimum charge for all plan review service

These rates are effective from through December 31, 2016.

Reimbursable Expenses

Reimbursable expenses will be itemized and shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be a not-to-exceed amount of \$25,000. Reimbursables are included in the not-to-exceed amount of \$25,000 and are to be billed at cost with an amount not-to-exceed \$1,000.

2) Payment shall be made to CONSULTANT on a time and material basis, and CONSULTANT shall submit invoices to the Fairfield Fire Department for the same.

3) Payment shall be made to CONSULTANT:

Interwest Consulting Group
1613 Santa Clara Drive, Suite 100
Roseville, California 95661-3561
(916) 781-6600

Attn: Vernon Brown, Manager, Fire Protection Services

and CONSULTANT shall submit invoice to:

Deputy Chief Jorge Merodio
Attn: Linda S. Calbert
Fairfield Fire Department
1200 Kentucky Street
Fairfield, California 94533-4883
(707) 436-7220

for the same.

4) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the Fairfield Fire Department.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the

standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees 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 are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) **MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) **INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ _____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$ _____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in

this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CITY OF FAIRFIELD
THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT

The City of Fairfield ("the CITY") and Interwest Consulting Group ("CONSULTANT") entered into a Consultant Services Agreement ("AGREEMENT") on December 15, 2015 for third party plan review, inspection and consulting services for the Fairfield Fire Department; and

The CITY and CONSULTANT entered into a First Amendment to the AGREEMENT on March 14, 2016 to replace Exhibit "A" Schedule of Fees to further clarify the inspection service review; and

The CITY and CONSULTANT entered into a Second Amendment to the Agreement on August 26, 2016 to replace Exhibit "A" with a currently dated letter to continue to provide third party plan review, inspection and consulting services to Fairfield Fire Department with the same fee structure as the First Amendment; increase the contract price by an additional \$75,000 and extend the term to September 30, 2019; and

The CITY and CONSULTANT now desire to enter into a Third Amendment to the Agreement to remove the contract price and to extend the term of the AGREEMENT until June 30, 2022, with an option for an additional term of three (3) years if staffing in the Fairfield Fire Department is not sufficient to process all plan review and inspection services by in-house staff.

Now, therefore, the CITY and CONSULTANT hereby agree to amend that certain AGREEMENT as follows:

1. Section 7 (TERM) of the Agreement is hereby amended in its entirety to read as follows:

"This AGREEMENT shall be in effect until June 30, 2022. The City Manager may extend the term of this AGREEMENT for up to three additional years in the event that the City Manager determines staffing in the Fairfield Fire Department is not sufficient to process all plan review and inspection services by in-house staff."

2. Exhibit B of this AGREEMENT is hereby amended by deleting paragraph 1.
3. All other terms of the AGREEMENT shall remain the same.

EXECUTED at Fairfield, California, as of June 21, 2017.

CITY OF FAIRFIELD, a municipal corporation

By: 
Its: David A. White
City Manager /

INTERWEST CONSULTING GROUP

By: 
Its: Ron Beechler, Director AV

CITY OF FAIRFIELD

RESOLUTION NO. 2017-140

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF
FAIRFIELD AND INTERWEST CONSULTING GROUP**

WHEREAS, on December 15, 2015, the City of Fairfield entered into a Consultant Services Agreement (the "Agreement") with Interwest Consulting Group to assist the Fire Department with fire plan reviews and inspections as needed; and

WHEREAS, pursuant to the Agreement, Interwest Consulting Group agreed to provide to the City services related to review of fire plans and performance of required inspections in an amount not-to-exceed \$25,000; and

WHEREAS, on March 14, 2016, the City of Fairfield entered into a First Amendment to the Agreement to clarify inspector fees and inspection service minimum time frames; and

WHEREAS, on August 26, 2016, the City of Fairfield entered into a Second Amendment to the Agreement to increase by \$75,000 the maximum amount that the City will pay Interwest Consulting Group for services related to review of fire plans and performance of required inspections and extend the term to September 30, 2019; and

WHEREAS, current funds will be expended by June, 2017; and

WHEREAS, the City now desires to enter into a Third Amendment to the Agreement to extend the term for an additional five (5) years to run consecutively from the time the current monies are expended with an option for an additional three (3) year extension if staffing in the Fairfield Fire Department is not sufficient to process plan review and inspection services by in-house staff and to delete paragraph 1 of Exhibit B to the Agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Council hereby finds and determines that the Fire Department is in need of continued assistance from Interwest Consulting Group to perform fire plan reviews and inspections on an as-needed basis.

Section 2. The City Council hereby approves and authorizes the execution of the Third Amendment to the Agreement in the form attached hereto, with such minor changes as may be approved by the City Manager.

Section 3. The City Manager is hereby authorized to execute the Third Amendment to the Agreement and do all other acts and things necessary to implement this Resolution.

PASSED AND ADOPTED this 20th day of June, 2017, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK