

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 11/7/2018

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of Amendment No. 1 to Professional Services Agreement with Interwest Consulting Group, Inc. for Plan Check and Inspection Services and corresponding change order.

**RECOMMENDED ACTION:**

That the City Council:

1. Authorize the Fire Department to approve the First Amendment to the Professional Services Agreement with Interwest Consulting Group, Inc. for Fire Plan Check Services, amending the scope of services to include inspection services as an exception to bidding pursuant to Corona Municipal Code (CMC) Section 3.08.140 (e), increase compensation to \$160,000 per fiscal year, and extend the agreement term through June 30, 2021.
2. Authorize the City Manager or the Fire Chief to execute the First Amendment to the Professional Services Agreement with Interwest Consulting Group, Inc. in the amount of \$160,000 per fiscal year and to approve necessary change orders or amendments within a given fiscal year up to the amount provided by the Corona Municipal Code Section 3.08.070(i) pursuant to Ordinance No. 2790.
3. Authorize the Purchasing Manager to issue a change order increasing Purchase Order B190332 to \$75,500 for the remainder of Fiscal Year 2018-19 and issue subsequent Purchase Orders in the amount of \$160,000 for Fiscal Year 2019-20 and 2020-21.
4. Authorize the City Manager or the Fire Chief to negotiate and execute up to two (2) one-year agreement renewals, under the terms provided for in this report and the agreement and in a form approved by the City Attorney.

5. Authorize an appropriation of \$50,500 from the General Fund's available fund balance to the Fire Department's operating budget and an estimated revenue increase of \$70,500 for the remainder of Fiscal Year 2018-19.

**ANALYSIS:**

As a result of competitive bid RFP 17-057CA, the City of Corona entered into a Professional Services Agreement with Interwest Consulting Group, Inc. to provide supplemental staffing for the Fire Department. Supplemental staff services allow the Fire Department to conduct all required plan check services.

The Fire Department seeks to amend the Professional Services Agreement to include inspection services in the scope of services. Interwest Consulting Group, Inc.'s staff have knowledge and familiarity of the City's building and fire code requirements allowing them to quickly dispatch a team to complete inspection services on projects currently in the construction phase.

Historically, one and two-family homes were not required to install fire sprinklers. The adoption of the 2010 California Fire Code changed this requirement, calling for all one and two-family homes to install fire sprinklers. This has led to an increase in workload that exceeds the Fire Department's current staffing levels. The Department is currently unable to accommodate timely project inspections due to these low staffing levels.

A study conducted by the Fire Department demonstrated that over the next 18 months, the City anticipates an additional 537 individual overhead fire sprinkler plan check and inspection submittals. Each submittal requires a minimum of three separate inspections per address: rough inspection, flush, and final inspection. The inclusion of inspection services in the scope of services offers the Fire Department the opportunity to achieve expedited compliance.

Fees for plan check and inspections are issued in accordance with the City's adopted fee schedule. The current fees collected per address are \$380. The revenue collected will offset the budget request for this change order. It is anticipated that the hours required to conduct these inspection is approximately 1300hrs. Mileage was included in the analysis to reflect the additional cost.

For the remainder of Fiscal Year 2018-19, it is estimated that 209 fire sprinkler plans will be submitted, which will require an estimated 506 hours of inspection. Based on those figures, the Fire Department is requesting a budget appropriation of \$50,500, which will result in increased revenues estimating \$70,500.

18-Month Period		Remaining of FY1819 (Est. 7-Months)	
Fire Sprinkler Plans	537	Fire Sprinkler Plans	209
Current Fee (per address)	\$380	Current Fee (per address)	\$380
Inspection Hours	1,300	Inspection Hours	506
Inspection Rate (per hour)	\$95	Inspection Rate (per hour)	\$95
Mileage	\$5,907	Mileage	\$2,297

The Professional Services Agreement is a two-year agreement, July 1, 2017 through June 30, 2019, with two additional one-year extensions. The Fire Department estimates that an additional \$35,500 in funds are needed for the remainder of Fiscal Year 2018-19. Thereafter, compensation shall be \$160,000 per fiscal year.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

The consulting services do not negatively impact the General Fund, as the City collects fire permit fees from project proponents based on the City's adopted fee schedule to cover the costs associated with the review of plan checks and inspection services.

GENERAL FUND	
Budget Workshop May 23, 2018 – Est. Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net) – Note 1	(6,038,909)
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$588,002</b>
Interwest Consulting – Fire Department Appropriation	(50,500)
Fire Sprinkler Plans – Revenue Increase	<b>70,500</b>
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$608,002</b>
Estimated Budget Balancing Measures Reserve 06/30/18	\$20,645,252
Estimated FY 2018-19 Change in Budget Balancing Measures	608,002
<b>Estimated Budget Balancing Measures Reserve 6/30/19</b>	<b>\$21,253,254</b>

*Note 1 – includes additional General Fund items on the Nov. 7, 2018 Council Agenda.*

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

**PREPARED BY:** CINDI SCHMITZ, FIRE MARSHAL

**REVIEWED BY:** BRIAN YOUNG, FIRE CHIEF

**REVIEWED BY:** SCOTT BRIGGS, ON BEHALF OF CITA LONGSWORTH,  
PURCHASING MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE MANAGER

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE  
SERVICES DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**Attachments:**

Professional Services Agreement with Interwest Consulting Group, Inc  
Amendment No. 1

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH INTERWEST CONSULTING GROUP, INC.  
(FIRE PLAN CHECK SERVICES -  
AS-NEEDED FIRE PLAN CHECK SERVICES PROJECT)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **1st** day of **July, 2017** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and **Interwest Consulting Group, Inc.**, a Colorado corporation with its principal place of business at **1500 S. Haven Ave., Suite 220, Ontario, California 91761** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Fire Plan Check** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **As-needed Fire Plan Check Services Project, RFP 17-057CA** (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Fire Plan Check** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2017 to June 30, 2019** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

#### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Ron Beehler, SE, CBO.**

3.2.5 City's Representative. The City hereby designates **David Duffy, Fire Chief**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Ron Beehler, SE, CBO**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be

promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

**3.2.9 Laws and Regulations; Employee/Labor Certifications.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.2.9.1 Employment Eligibility; Consultant.** By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

**3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants.** To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

**3.2.9.3 Employment Eligibility; Failure to Comply.** Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such



requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance

for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers,

employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Consultant shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Consultant; and (B) 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 directors, officials, officers, employees, agents, and volunteers. Consultant's failure to either obtain an endorsement providing thirty (30) days' prior written notice of cancellation or to forward the City any notice of cancellation issue to Consultant shall be considered breach of contract.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Forty Thousand Dollars (\$40,000.00) per fiscal years ending June 30, 2018 and June 30, 2019** ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well

as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense

any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity

in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

Interwest Consulting Group, Inc.  
1500 S. Haven Avenue, Suite 220  
Ontario, CA 91761  
Attn: Ron Beehler, SE, CBO

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: David Duffy  
Fire Chief

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**

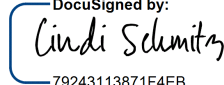
**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH INTERWEST CONSULTING GROUP, INC.**  
**(FIRE PLAN CHECK SERVICES -**  
**AS-NEEDED FIRE PLAN CHECK SERVICES PROJECT)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By:   
\_\_\_\_\_  
David Duffy  
Fire Chief

Reviewed By:

  
\_\_\_\_\_  
Cindi Schmitz  
Fire Marshal

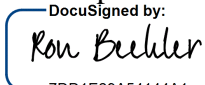
Reviewed By:

  
\_\_\_\_\_  
Cita Longworth  
Purchasing Manager

**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH INTERWEST CONSULTING GROUP, INC.**  
**(FIRE PLAN CHECK SERVICES -**  
**AS-NEEDED FIRE PLAN CHECK SERVICES PROJECT)**

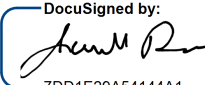
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**INTERWEST CONSULTING GROUP, INC.**  
a Colorado corporation

By:  DocuSigned by:  
7DD1E29A54144A1...  
Signature

Ron Beehler  
Name

Director  
Title (CEO, President, V.P.)

By:  DocuSigned by:  
7DD1E29A54144A1...  
Signature

James G Ross  
Name

Public Works Group Leader  
Title (Secretary, CFO, Treasurer)

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant shall assist with outside fire protection engineering and plan check reviews on an as-needed basis. Consultant shall analyze a diverse range of plans and calculations of proposed fire protection systems including, but not limited to, fire alarms, suppression systems, high piled storage, overhead sprinklers and underground fire lines. Consultant shall be required to confirm that the fire protection engineering calculations performed by the City of Corona applicant's engineers comply with the requirements of federal, state, local and City building and fire codes.

Consultant shall have a thorough knowledge of these codes and standards along with all referenced standards. Consultant is also required to review fire protection systems plans to confirm sufficient detail is provided on the plans to construct a project and include special inspection requirements noted for each component of work. Consultant shall provide a detailed list of corrections, written in plain English that can be understood by both the applicant and City staff. Plans shall be redlined to highlight deficiencies in the drawings.

City's normal course of action regarding plan review includes the following:

1. Applicant submits a fire permit with four (4) sets of plans
2. City staff reviews the submittal to determine if submittals are adequate for plan review
3. Plans and calculations are sent overnight to the City's Fire Protection/Plan Check Consultant
4. Consultant reviews the plan to determine conformity with code and prepares a correction list and possibly redlines the plans, if necessary
5. Consultant overnights the plans and corrections back to the applicant
6. Consultant provides the City with the correction notice
7. Applicant revises the plans and makes other required corrections and resubmits to the consultant
8. Steps 2 through 6 are followed repeatedly until such time as the plans submitted to the City are found acceptable
9. City issues the permit to commence construction

Plans are generally checked in the order received, but the City at its sole discretion, may reprioritize the projects based on any number of factors. All corrections will be required to be neat and concise.

Turnaround time for plan review is three and a half weeks for new construction and ten (10) working days for any tenant improvements. Consultant shall agree to abide by these time frames.

Any errors discovered or incorrect plan checks will be solely at the expense of the Consultant.

Consultant shall provide the City with an account number for UPS, Fed-Ex or other source for use when forwarding plans for review.

Any "as-built" drawings required by the City will be the responsibility of City Fire Department staff.

Consultant agrees to abide by any proposal work deadlines required by City, and further agrees that failure to meet such deadlines or failure to respond to project solicitations may result in termination of consultant's contract.

Consultant(s) is/are considered an independent contractor(s), and City is not responsible for providing paid holidays and vacation time. Consultant(s) will not be issued City apparel and are not allowed to wear apparel with the City's logo. Consultant shall utilize its firm's own stationary for all materials produced and distributed by the Consultant, including business cards.

### **OPTIONAL SERVICES:**

#### In-house Plan Check:

Provide professional fire protection systems technical assistance to architects and contractors by providing efficient and accurate over-the-counter review of minor plan checks. Consultant is to be available on specified days to meet with design professionals, contractors and/or the public to provide guidance, answer questions, discuss and explain plan review corrections, and perform minor plan review over the counter. Consultant may use time when not spent at the public counter to perform plan reviews for City of Corona applicants. The Fire Department anticipates the need for this service at least one day every other week, possibly more depending upon the number of permit applications submitted, in order to provide efficient customer service to the public. Consultant will be required to work at Corona City Hall on scheduled days and conduct City business.

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Consultant shall complete the Services on an as-needed basis within the Term of this Agreement, and shall meet any other established schedules and deadlines established by the City’s Representative for each individual project assigned to Consultant under this Agreement.

Plan Review times will be ten (10) working days for the first review and five (5) working days for the subsequent reviews with the time beginning the day after plans are received from the City. These timeframes apply to new construction, tenant improvements and Fire Protection System Reviews.

## **EXHIBIT “C” COMPENSATION**

Total Compensation shall not exceed \$40,000 without written approval of the City’s authorized contracting party.

Consultant shall receive fifty-five percent (**55%**) and City shall receive forty-five (**45%**) of the City of Corona fees collected as outlined in the Fee Recovery Schedule, Non-Market Based Fees.

Plan Review times will be ten (10) working days for the first review and five (5) working days for the subsequent reviews with the time beginning the day after plans are received from the City. These timeframes apply to new construction, tenant improvements and Fire Protection System Reviews.

Hourly charges of \$100 per hour at third review require approval from the City.

Expedited Plan Reviews will be billed at \$150 per hour with a two (2) hour minimum per review.

Overtime for services provided in excess of regular hours per day, nights and weekends to be invoiced at 140% of the above fees.

No charge for courier or shipping services for plan review conducted off-site.

Mileage while performing City duties will be reimbursed at current IRS rate.

### **Optional Services**

In-house Plan Review (performed within City offices) provided at an hourly rate of \$95 per hour with a four (4) hour minimum. Rate is based on the \$100 hourly rate for a Fire Plans Examiner minus a 5% discount.

<b>SCHEDULE OF HOURLY BILLING RATES</b>	
<b>Service</b>	<b>Per Hour Rate</b>
Fire Protection Engineer	\$130
Fire Marshal	\$115
Fire Plans Examiner	\$100
Fire Inspector	\$95
Permit Technician	\$75



**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
INTERWEST CONSULTING GROUP, INC.**

**1. PARTIES AND DATE.**

This **First Amendment** to the Professional Services Agreement ("**First Amendment**") is made and entered into this 7<sup>th</sup> day of **November, 2018** by and between the City of Corona ("**City**") and **Interwest Consulting Group, Inc.**, a Colorado corporation ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this **First Amendment**.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated **July 1, 2017** ("**Agreement**"), whereby Consultant agreed to provide **Fire Plan Check** services.

2.2 Amendment. City and Consultant desire to amend the Agreement for the **First** time to (1) extend the "**Term**" through June 30, 2021 with two one-year renewals; (2) increase compensation to **\$75,500 for fiscal year 18/19, and \$160,000 per fiscal year 19/20, 20/21**; (3) replace Exhibit "**A**" with Exhibit "**A-1**"; (4) replace Exhibit "**C**" with Exhibit "**C-1**".

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from **July 1, 2017** to **June 30, 2021** ("**Term**"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "**Renewal Term**"). The term "**Term**" and "**Renewal Term**" may sometimes be generally and collectively referred to as "**Term**" in this Agreement"

3.2 Fees and Payments. Section 3.3.1 (Rates & Total Compensation) of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.3.1 Rate & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rate set forth in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Seventy Five Thousand Five Hundred Dollars (\$75,500) for fiscal year ending June 30, 2019 and One Hundred Sixty Thousand Dollars (\$160,000) per fiscal year ending June 30, 2020, and June 30, 2021** ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

"Exhibit "A" is hereby deleted in its entirety and replaced with Exhibit "A-1" attached hereto and incorporated herein by reference."

"Exhibit "C" is hereby deleted in its entirety and replaced with Exhibit "C-1" attached hereto and incorporated herein by reference."

3.3 Continuing Effect of Agreement. Except as amended by this **First** Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this **First** Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this **First** Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this **First** Amendment.

3.5 Counterparts. This **First** Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA FIRST AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH INTERWEST CONSULTING GROU, INC.**

IN WITNESS WHEREOF, the Parties have entered into this **First** Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Darrell Talbert  
City Manager

By: \_\_\_\_\_  
Brian Young  
Fire Chief


Reviewed By: \_\_\_\_\_  
Cindi Schmitz  
Fire Marshal

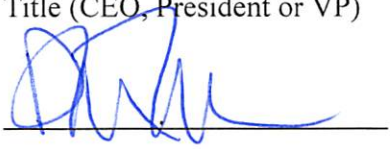
Reviewed By: \_\_\_\_\_  
Scott Briggs on behalf of  
Cita Longworth,  
Purchasing Manager

**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA FIRST AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH INTERWEST CONSULTING GROU, INC.**

IN WITNESS WHEREOF, the Parties have entered into this **First** Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**Interwest Consulting Group, Inc.**  
**a Colorado Corporation**

By:   
\_\_\_\_\_  
Terry S. Rodrigue  
Name  
President  
Title (CEO, President or VP)

By:   
\_\_\_\_\_  
Debra Thorson  
Name  
CFO  
Title (CFO, Secretary or Treasurer)

## **EXHIBIT "A-1"**

### **SCOPE OF SERVICES**

Consultant shall assist with outside fire protection engineering, plan check reviews, and inspection services on an as-needed basis. Consultant shall analyze a diverse range of plans and calculations of proposed fire protection systems including, but not limited to, fire alarms, suppression systems, high piled storage, overhead sprinklers and underground fire lines. Consultant shall be required to confirm that the fire protection engineering calculations performed by the City of Corona applicant's engineers comply with the requirements of federal, state, local and City building and fire codes.

Consultant shall have a thorough knowledge of these codes and standards along with all referenced standards. Consultant is also required to review fire protection systems plans to confirm sufficient detail is provided on the plans to construct a project and include special inspection requirements noted for each component of work. Consultant shall provide a detailed list of corrections, written in plain English that can be understood by both the applicant and City staff. Plans shall be redlined to highlight deficiencies in the drawings.

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#### **OPTIONAL SERVICES:**

##### **In-house Plan Check:**

Provide professional fire protection systems technical assistance to architects and contractors by providing efficient and accurate over-the-counter review of minor plan checks. Consultant is to be available on specified days to meet with design professionals, contractors and/or the public to provide guidance, answer questions, discuss and explain plan review corrections, and perform minor plan review over the counter. Consultant may use time when not spent at the public counter to perform plan reviews for City of Corona applicants. The Fire Department anticipates the need for this service at least one day every other week, possibly more depending upon the number of permit applications submitted, in order to provide efficient customer service to the public. Consultant will be required to work at Corona City Hall on scheduled days and conduct City business.

## **EXHIBIT "C-1"**

### **COMPENSATION**

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<b>SCHEDULE OF HOURLY BILLING RATES</b>	
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Fire Plans Examiner	\$100
Fire Inspector	\$95
Permit Technician	\$75