

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and Interwest Consulting Group, Inc (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional plan checking, back checking, and inspection services for as needed basis (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a plan checking, back checking, building inspection consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Planning and Development Director, (Administrator) or designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$150,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
  - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business.

The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this

Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform

the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fee, litigation expenses, and costs to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient

cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City’s execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may

be waived in writing by the City Manager, if no actual or potential conflict is involved.

- (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
- (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
- (g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
  - (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
- 12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
  - (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
  - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without

regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.



- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.
- 14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
- 15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
- 16. Assignment.
  - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
  - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]



IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgenne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

DocuSigned by:  
*Jennifer M. Wharton* 12/6/2023  
\_\_\_\_\_  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy

Addresses:

CITY:  
City of Fresno  
Attention: Nadia Salinas, Project  
Manager  
2600 Fresno Street, Room 3065  
Fresno, CA 93721  
Phone: (559) 621-8150  
E-mail: Nadia.Salinas@fresno.gov

INTERWEST CONSULTING GROUP,  
INC

DocuSigned by:  
*Paul Meschino*  
\_\_\_\_\_  
Paul Meschino

Name: \_\_\_\_\_  
President

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

DocuSigned by:  
*David Kniff*  
\_\_\_\_\_  
David Kniff

Name: \_\_\_\_\_  
Assistant Secretary

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

CONSULTANT:  
Interwest Consulting Group, Inc  
Attention: Maria Haro-Sullivan, Account  
Manger  
1171 W Shaw Ave, Suite 102  
Fresno, CA 93711  
Phone: (408) 316-1392  
E-mail: mharo-sullivan@interwestgrp.com

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Consultant Service Agreement between City of Fresno (City) and Interwest Consulting Group Consultant**

#### **Plan Check, Back Check, and Inspection Services**

See attached scope of work.

## **SCHEDULE OF FEES AND EXPENSES**

See attached schedule of fees and expenses.

## Exhibit B

### INSURANCE REQUIREMENTS

#### Consultant Service Agreement between City of Fresno (“CITY”) and Interwest Consulting Group, Inc (“CONSULTANT”) Plan Check, Back Check, and Inspection Services

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT’S profession.

#### MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed

under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY (Errors and Omissions):**

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

**UMBRELLA OR EXCESS INSURANCE**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions.

**OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance



proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.
7. The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

### **CLAIMS-MADE POLICIES**

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

### **VERIFICATION OF COVERAGE**

CONSULTANT shall furnish CITY with all certificate(s) and applicable endorsements affecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

### **SUBCONTRACTORS**

If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Plan Check, Back Check, and Inspection Services

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional page(s) attached.

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Company)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State Zip)

## Appendix B

**ATTACHMENT 1**

**STATEMENT OF ACCEPTANCE OF THE  
INDEMNIFICATION AND INSURANCE  
REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS FOR CONSULTANT SERVICES TO  
PROVIDE PROFESSIONAL PLAN CHECK, BACK CHECK, AND INSPECTION  
SERVICES**

**BID FILE NO. 12401214**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

**ACCEPT**  
 **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:



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Signature of Authorized Person

Paul Meschino, President  
Interwest Consulting Group, Inc.

---

Type or Print Name of Authorized Person



# CITY OF FRESNO



## Statement of Qualifications – Professional Plan Review, Back Check, and Inspection Services

*October 30, 2023 | 4:00 P.M.*

**MAIN PROPOSAL CONTACT:**  
**Maria Haro-Sullivan, MBA**  
**Account Manager**  
**408.316.1392**  
**[mharo-sullivan@interwestgrp.com](mailto:mharo-sullivan@interwestgrp.com)**

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**[www.interwestgrp.com](http://www.interwestgrp.com)**



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October 30, 2023

Nadia Salinas, Project Manager  
City of Fresno - Planning and Development Department  
2600 Fresno Street, 3rd Floor  
Fresno, CA 93721  
Email Submittal: Nadia.Salinas@fresno.gov



A SAFEbuilt COMPANY

1171 West Shaw Ave., Suite 102  
Fresno, CA 93711

**RE: Statement of Qualifications for Professional Plan Review, Back Check, and Inspection Services**

Dear Ms. Salinas,

Interwest Consulting Group, Inc. (Interwest) is pleased to present our qualifications to the City of Fresno (City) for Professional Plan Review, Back-Check, and Inspection Services. **Interwest is very familiar with the City's processes and expectations as we have a long-standing relationship with the City and are currently providing the requested services to the City of Fresno.** We stand capable, committed, and ready to continue to perform the full scope of work.

Interwest maintains the largest staff of building safety professionals in California. With a deep bench of more than 400 total employees, our team is dedicated to providing building safety services to our clients. Our team of well qualified staff stand prepared to assist the City as needed to meet workload demands. We are proposing a highly qualified and appropriately licensed staff of structural, civil, mechanical electrical engineers, plans examiners, CASp certified plans examiners, and experienced ICC-certified building inspection staff.

**Maria Haro-Sullivan, MBA** will continue to be the **Account Manager/Primary Contact** for this opportunity and may be reached at 408.316.1392 or mharo-sullivan@interwestgrp.com. Maria will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest. **Joshua Anderson, CBO, ICC** will be the **Project Manager** for this opportunity and may be reached at 916.512.3542 or janderson@interwestgrp.com. Joshua is an ICC-certified Building Official, Building Plans Examiner, and Building Inspector with 20 years of experience in the building industry.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team.

**We are excited to continue to partner with the City of Fresno and work together to create a better future for the community.**

Respectfully,

A handwritten signature in blue ink that reads "Paul Meschino". The signature is written in a cursive, flowing style.

President of Interwest Consulting Group, Inc.





## 2 | Firm/Team Overview

Interwest has extensive experience and a proven track record of successfully providing complete building department services to public agencies. We currently serve more than 330 public agencies, providing plan review, inspection services, and community development technician services.

Interwest was founded by individuals with a passion for serving municipalities. Our company of more than 400 employees spans a multitude of disciplines, roles, and job placements to municipalities within building safety and public works departments throughout California.

Providing building department services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. Interwest is comprised of licensed Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, ICC Certified and highly qualified Plans Examiners and Inspectors, Certified Access Specialists (CASp), licensed Architects, and other professionals specializing in providing complete building safety services to local government agencies.

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of Building Official, City Engineer, Public Works Director, Construction Manager, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

**Directly following this page, please find the organizational chart with our qualified team. Additionally, please find Interwest's similar project expertise in Section 3, on page 6.**

## INTERWEST PROFILE

**YEAR FOUNDED & BUSINESS STRUCTURE:**  
2002, Corporation

**FIRM CAPACITY:**  
More than 400 Employees  
(and 700+ Plan Reviews completed weekly)

**PROJECT OFFICE:**  
1171 West Shaw Ave., Suite 102, Fresno, CA 93711

**SERVICES INTERWEST PROVIDES:**  
Building Department Services  
Municipal Engineering  
City Planning  
Construction Management  
Traffic Engineering  
Real Property Services

**With a staff of more than 200 professionals in our Building and Safety Division, Interwest maintains the largest building and safety services staff in California.**

## Organizational Chart

Our proposed team members have significant direct experience working as municipal employees and as contract staff members in jurisdictions throughout California. Individually, the professionals selected to serve the City excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions to continue to serve the interests of your community. The organizational chart provided below highlights our project team, company roles, areas of expertise, and the organization of our project team.

**Joshua Anderson, CBO, ICC**, will be the **Project Manager** for the City. Joshua is an ICC-certified Building Official, Building Plans Examiner, and Building Inspector with 20 years experience in the building industry. He has progressively increased his roles and responsibilities throughout his career, providing him extensive knowledge in all phases of construction. Joshua’s experience allows him to provide our clients with exceptional service.

Brief biographies of our project staff may be found in Section 5, on page 9. Full résumés may be found in Appendix A.



## 3 | References

Below we have provided client references to whom we currently provide building department services. At Interwest, we believe that client satisfaction and repeat business with these clients are the ultimate indicators of our firm's success. We encourage you to contact the references below to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations.

### CITY OF MERCED

**Client Contact:** Denise Frazier, Chief Building Official | Phone: 209.384.5781 | Email: [frazierd@cityofmerced.org](mailto:frazierd@cityofmerced.org)

**Services Provided:** Interwest provides plan check and inspection services.

**Staff Involvement:** Josh Anderson, Project Manager; John Weninger, Plan Check Engineer; Maxwell Weninger, Plan Check EIT; Danny Solano, Plan Check; Jim Northcutt, Plan Check; Andrew Hyatt, Fire Plan Check; Dylan Hembree, Building Inspector; Anita Nounvilaythong, Permit Tech; Ron Lucchesi, Plan Check

### CITY OF LEMOORE

**Client Contact:** Ray Greenlee, Community Services Manager | 559.924.6744 ext. 710 | [rgreenlee@lemoore.com](mailto:rgreenlee@lemoore.com)

**Services Provided:** Building Inspection and Plan Review

**Staff Involvement:** Josh Anderson, Project Manager; Ron Lucchesi, Plan Check Architect; John Weninger, Plan Check Engineer; Christian Mui, Plan Check Engineer; Maxwell Weninger, Plan Check EIT; Bill Miller, CASp Plan Check; Danny Solano, Plan Check; Jim Northcutt, Plan Check; Andrew Hyatt, Fire Plan Check; Dylan Hembree, Building Inspector; Christopher Kitauchi, Building Inspector

### CITY OF VISALIA

**Client Contact:** Paul Bernal, Community Development Director | 559.713.4025 | [paul.bernal@visalia.city](mailto:paul.bernal@visalia.city)

**Services Provided:** Interwest provides building plan check, inspection, and permitting services.

**Staff Involvement:** Josh Anderson, Project Manager; Richard Mui, Plan Check Engineer; Bill Miller, CASp Plan Check; Danny Solano, Plan Check; Jim Northcutt, Plan Check; Dylan Hembree, Senior Building Inspector; Ron Lucchesi, Plan Check Architect; John Weninger, Plan Check Engineer; Maxwell Weninger, Plan Check EIT; Bill Miller, CASp Plan Check; Danny Solano, Plan Check; Jim Northcutt, Plan Check; Andrew Hyatt, Fire Plan Check; Christopher Kitauchi, Building Inspector; Anita Nounvilaythong, Permit Tech

### CITY OF REEDLEY

**Client Contact:** Rodney Horton, Community Development Director | 559.637.4200 Ext. 286 | [rodney.horton@reedley.ca.gov](mailto:rodney.horton@reedley.ca.gov)

**Services Provided:** Interwest provides building plan check and inspection services.

**Staff Involvement:** Josh Anderson, Project Manager; Ron Lucchesi, Plan Check Architect; John Weninger, Plan Check Engineer; Christian Mui, Plan Check Engineer; Maxwell Weninger, Plan Check EIT; Bill Miller, CASp Plan Check; Danny Solano, Plan Check; Jim Northcutt, Plan Check; Andrew Hyatt, Fire Plan Check; Christopher Kitauchi, Building Inspector; Anita Nounvilaythong, Permit Tech

## Relevant Project Experience

The following project descriptions are a small sample of the types of recent projects for which we have provided plan review and inspection services. Our staff have extensive experience providing services for numerous new and remodeled commercial, OSHPD 3 medical facility, industrial, retail, tenant improvement, multi-family residential, and custom residential projects.

### TABLE MOUNTAIN RANCHERIA OF CALIFORNIA | FRIANT, CA

#### Table Mountain Casino and Hotel

The Interwest team provided a complete plan review and inspection services for this new casino which nearly doubled the amount of gaming floor space to 110,000 square feet, plus add a 151-room hotel with resort-like amenities. The hotel rises to 14 levels, with a restaurant on the top floor, and includes a fitness center, spa, salon, six conference center meeting rooms, and a childcare/kids activity center. A new special event center with 1,500 seats will be used for monthly concerts, banquets, and private events.

Interwest provided complete plan review and inspection services for the new casino, hotel, convention center, and associated parking structure. Included in our scope of services is the review and inspection of the civil site and underground work as well as Building Official and administrative support services. The civil work consisted of large earthworks projects including retaining walls, bridges, potable and non-potable water distribution systems, Storm drainage systems, and sewer systems.



**Project Contact:** Earl Pritchard, Project Executive | 310.287.9988 | ep@summit-pm.com

**Team Members:** Denise Reese, Life Safety Plan Check; Jingpei Zhang, Electrical Plan Check; Randy Brumley, Mechanical Plan Check

### UNIVERSITY OF CALIFORNIA, MERCED

#### UC Merced 2020 Campus Expansion Project

Interwest was selected to provide plan review services and inspection services for the University's \$1.3 Billion 2020 Campus Expansion Project. This project spread over 790,000 square feet, distributed over 12 separate buildings, and provided significant amounts of new teaching and research facilities, housing, athletics, and support space for UC Merced. The result is a vibrant, collaborative, and sustainable campus that can accommodate 10,000 students. The new construction nearly doubled the physical capacity of the campus; this project was completed in Fall 2020.

The project manager worked with the developer to achieve code-compliant buildings in a timely manner while adjusting and remaining flexible for this aggressive delivery. The effort includes LEED Gold-certified space plus infrastructure, and was delivered in three phases:

- "First Delivery" includes 700 new student beds, a 600-seat multipurpose dining facility, new classrooms, and 940 new parking spaces.
- "Second Delivery" is 150,800 assignable square feet in size and includes a new wet laboratory, computational laboratory buildings with faculty offices, and an outdoor competition field.
- "Substantial Completion" is 478,000 assignable square feet in size and includes a new wet-lab building with faculty offices and classrooms, 980 new beds in student housing, 630 new parking spaces, a conference center, a dedicated transit hub for buses, a new wellness center, an enrollment center, expansion of the existing Early Childhood Education Center, a swimming pool, three tennis courts, and four basketball courts.

**Project highlights include:**

- Adopted an aggressive construction schedule that results in substantial completion by 2020 with approximately 790,000 assignable square feet.
- Provided mixed-use facilities that allow for interdisciplinary scholarly activities and result in a unique, dynamic, and inspiring environment for students, faculty, and staff.
- 1,700 beds of Student Housing.
- LEED Gold minimum - "Triple Net Zero" goal (zero net energy usage, zero landfill waste, and zero net greenhouse gas emissions by 2020). The campus has been recognized by the U.S. Green Building Council as one of the greenest in the nation.
- Recreation, dining, and student life amenities including an NCAA-II class competition pool and competition field.



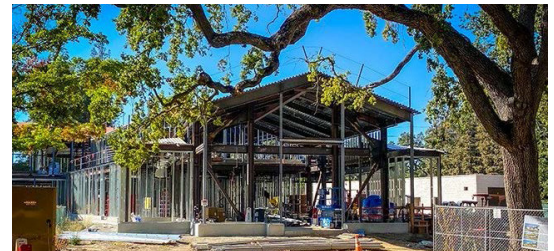
Interwest created a robust plan review, permit issuance, and building inspection tracking system for all fire and building components as well as plan review and inspections for all utility systems.

**Project Contact:** Michael McLeod, Associate Vice Chancellor | 209.228.4055 | [mmcleod@ucmerced.edu](mailto:mmcleod@ucmerced.edu)

**Team Members:** Ron Lucchesi, Plan Check Architect; John Weninger, Plan Check Engineer; Maxwell Weninger, Plan Check EIT; Bill Miller, CASp Plan Check; Augie Cerdan, Fire Plan Check; Don Ctibor, Civil Inspector; J. Michael Allen, Building Inspector

**TOWN OF ATHERTON****Civic Center Project**

The Town of Atherton is known for being the most expensive zip code to call home in America, but the Town's City Hall used to be comprised of an old building and 8 portable trailers. Recognizing the need for a functional and welcoming space for civic activities and community engagement, the Town created plans for a new \$60 million Civic Center Complex, complete with council chambers, a library, and facilities for town administration and police department.



Interwest has served the Town of Atherton since 2011 and is pleased to provide project management, building and civil plan review, and building inspection services on this marquee project. Though planning for the Town Center began in 2012, the project broke ground in 2019. It was crucial for the Town to have complete stakeholder buy-in and community involvement. Plans were drawn and changed several times to ensure that the project properly represented the vision of Town Leadership, reflected, and preserved the rich cultural heritage of the Town, and was respectful of concerns expressed by adjacent neighbors and Town stakeholders. Interwest's Project Manager has effectively and successfully formed important partnerships and wonderful relationships with Town residents and vocal stakeholders as he responded to their questions and found solutions to their concerns throughout the planning, design, and construction of the project.

Once the plan was reviewed and approved by our team, construction started but was immediately complicated by the unexpected and unanticipated challenge presented by the COVID pandemic. Like so many construction projects during that time, the Town Center was put on hold for several months as the Town adopted and implemented health and safety best practices. Eventually, the project was allowed to proceed, as the Town Center will be an essential service building; even so, moving forward remained difficult as several of the required suppliers and tradesmen were not considered to be essential workers. Even though months of productivity were lost, it is a testament to the Town and Interwest's team's determination and dedication that the project is still on schedule.

**Project Contact:** George Rodericks, City Manager | 650.752.0504 | [grodericks@ci.atherton.ca.us](mailto:grodericks@ci.atherton.ca.us)

**Team Members:** Randy Brumley, Mechanical Review; Jingpei Zhang, Electrical Review

## 4. | Other Information

The Interwest team stands prepared to continue to meet or exceed the City's turnaround times below.

Level	Type of Application	Maximum Turn Around Time	
		First Check	Re-Check
Level 1	<ul style="list-style-type: none"> <li>• Simple over-the-counter permits that do not require plans</li> <li>• Standard Single-family Home Permits</li> <li>• Residential Solar Photovoltaic</li> <li>• Standard Sign Applications</li> </ul>	1-3 Business Days	1-3 Business Days
Level 2	<ul style="list-style-type: none"> <li>• Residential Additions/ Alterations Residential Fire</li> <li>• Repairs requiring plans</li> <li>• Commercial Tenant Improvements</li> <li>• Miscellaneous structures (storage racks, cell towers, etc.)</li> <li>• Plan Addendums</li> </ul>	7-10 Business Days	5 Business Days
Level 3	<ul style="list-style-type: none"> <li>• New custom single-family residence</li> <li>• New standard tract home plans</li> <li>• New apartment projects</li> <li>• New commercial buildings</li> <li>• New religious buildings</li> <li>• New restaurant buildings</li> <li>• Hotels/motels</li> <li>• Parking Garages</li> <li>• New medical buildings</li> <li>• Change of Occupancy</li> </ul>	10 Business Days	5 Business Days
Level 4	<ul style="list-style-type: none"> <li>• Complex industrial projects</li> <li>• Public utility capital improvement projects</li> <li>• Multi-story high-rise buildings</li> <li>• Health care facilities</li> </ul>	15 Business Days	5 Business Days

## 5. | Résumés

Below, please find short biographies for each proposed staff member. Detailed résumés for each member of the team may be found in Appendix A.

### **JOSHUA ANDERSON, CBO, ICC // PROJECT MANAGER, ICC PLANS EXAMINER, BUILDING INSPECTOR**

Certifications: International Code Council, 9513394 | ICC Certified Building Official

Joshua is an ICC certified Building Official, Building Plans Examiner, and Building Inspector with 20 years experience in the building industry. He has progressively increased his roles and responsibilities throughout his career, providing him with extensive knowledge in all phases of construction. Joshua's experience allows him to provide our clients with exceptional service.

### **RON LUCCHESI, AIA, ICC // ARCHITECT, PLANS EXAMINER**

Certifications: ICC CA Building Plans Examiner, 1044401 | CA Licensed Architect, 19907

Ron is a certified Building Plans Examiner with decades of experience in the field. He has served the County of Fresno for more than 25 years as the Building Plan Examiner during which time he examined plans for code compliance and assisted the Chief Building Inspector with code interpretations. He is also a licensed Architect in the State of California.

### **CHRISTIAN MUI, PE, ICC // SENIOR PLAN CHECK ENGINEER**

Certifications: CA Licensed Civil Engineer, 93226 | ICC Building Plans Examiner

Christian is a CA Licensed Plan Check Engineer who holds an ICC Building Plans Examiner certification and has six years of related work experience. He has effective interpersonal and problem solving skills and is proficient in Bluebeam, Excel, Word, and PowerPoint.

### **RICHARD MIN, MCP, CBO // BUILDING OFFICIAL, SENIOR PLANS EXAMINER**

Certifications: Master Code Professional | Certified Building Official

Richard is an Interwest Building Official and Senior Plans Examiner with seven years of experience in the Building and Safety Industry. He is an ICC Certified Building Official and a Master Code Professional. Richard currently holds 31 certificates from the International Code Council (ICC). He has a full understanding of Building Department services since he has held positions as Permit Technician, Building Inspector, Building Plans Examiner, and Building Official.

### **BILL MILLER, CBO, CASP, ICC // BUILDING OFFICIAL, SENIOR PLANS EXAMINER**

Certifications: Certified Access Specialist, CASp-087 | Council of American Building Official, CBO, 2171 | ICBO/IAPMO Plumbing Inspector, 34090 | ICBO/IAPMO Mechanical Inspector, 51131 | ACE III-Initial Disaster Housing Inspector, 2121 | California State Energy Auditor, 3134 | Several ICC Certifications, 0819718

Bill has more than 40 years of experience in the building and safety field. He has acquired extensive expertise in plan review and inspection services through his long tenure as former Chief Building Official for the Town of Truckee and Building Inspector/Plans Examiner for Nevada County. Bill is skilled in directing, managing, supervising, and coordinating all programs and activities of a building department including permit issuance, plan review, and building inspection activities, and uses a practical approach to solving problems.

### **KEGUAN ZOU, PE, PHD // STRUCTURAL PLAN CHECK ENGINEER**

Certifications: New York Licensed Civil Engineer

Keguan is a Structural Engineer experienced in designing steel structures, reinforced concrete structures, and tilt up wall structures. He is skilled in Robot, RAM, Revit, AutoCAD, Staad, Etabs, Risa 3D, Tedds, Sap2000, Hilti Profis, Excel, Ansys, and ABAQUS. Keguan is fluent in Mandarin and English.

### **JIM NORTHCUTT, ICC // SENIOR BUILDING PLANS EXAMINER, BUILDING INSPECTOR**

Certifications: International Code Council, 879908 | ICC Building Plans Examiner | ICC Building Inspector

With 40 years of experience, Jim has an extensive record of successfully reviewing all phases of highly complex construction projects. Jim has served various positions with the City of Irvine throughout his career. Accomplished in all duties, including plan review and approval, regulatory compliance, code interpretation, code enforcement, and project acceptance.

**DANNY SOLANO, ICC // PLANS EXAMINER**

Certifications: International Code Council | 8390989 | ICC CA Building Plans Examiner | ICC Permit Technician

Danny brings multiple years of experience as a plans examiner and permit technician to the Central Valley. He has the capabilities to provide plan review services for residential and commercial projects as well as manage all aspects of the building permit counter for jurisdictions from the initial point of contact through permit issuance. He communicates with contractors, designers, and the general public advising them on all phases of permit processes and managing front counter activities including directing inquiries to the appropriate departments, ensuring the highest level of customer service. Danny's many years of working with others are evident in his ability to provide excellent service to clients as well as applicants and complete tasks in an accurate, timely, and friendly manner.

**JOHN WENINGER, SE, SECB // SENIOR STRUCTURAL ENGINEER**

Certifications: CA Registered Civil Engineer, C43746 | CA Registered Structural Engineer, S3740

John has more than 40 years of experience in various aspects of the engineering process and code compliance. He holds a master's degree in Civil Engineering with a concentration in Structural Engineering as well as a bachelor's degree in Civil Engineering. Recently, John received Honors as a Fellow for the Structural Engineers Association of California. He has a lengthy list of past projects that vary from residential to commercial, from school modernization and the new building design to plan review and project management services. John is also experienced in staff supervision and customer service, which makes him not only accomplished in his skill but also adaptable to various projects and work situations.

**MAXWELL WENINGER, ICC // SENIOR PLANS EXAMINER**

Certifications: International Code Council | ICC Building Plans Examiner

Maxwell is an Engineer in Training with 6 years of prior varied engineering experience. He has simulated and physical circuit analysis experience and fundamentals in solid-state physics and Microelectromechanical Systems (MEMS).

**ANDREW HYATT, ICC // FIRE PLANS EXAMINER**

Certifications: CICC, 8415675 | ICC Fire Plans Examiner | ICC Fire Inspector I | ICC Fire Inspection II

Andrew is a dedicated, highly self-motivated professional and natural leader with experience in; fire code, plan review, inspections, and proper handling of hazardous materials. He is qualified with over 20 years of extensive experience in fire prevention, with specialized knowledge of current fire safety laws, codes, and ordinances.

**DYLAN HEMBREE, ICC // BUILDING INSPECTOR**

Certifications: ICC B-1 | ICC E-1 | Cal OES | CALBO

Dylan has excellent written and verbal communication skills. He works well with contractors and other agencies to address compliance issues in a timely manner to meet project deadlines.

**CHRISTOPHER KITAUCHI, ICC // BUILDING INSPECTOR**

Certifications: ICC Building Inspector

Christopher is a Building Inspector with a rich history in electrical maintenance. He has experience researching code sections/ issuing and disseminating information to staff and the public. Christopher also reviews technical reports associated with permits as required for completion of the inspection process.

**ANITA NOUNVILAYTHONG, ICC // PERMIT SERVICES MANAGER**

Anita brings over 22 years of building industry and department experience providing administrative services related to plan check tracking, document control, and permit issuance. She manages the Fresno team to ensure efficient plan review procedures and superior customer service.

Her ability to multitask, combined with her strong organizational skills, have proven to be valuable assets in ensuring the thoroughness and timely delivery of all tasks associated with the permit processes. She is recognized for her responsiveness to all inquiries and requests from clients and applicants while providing high-level customer service in a professional manner.



## 6 | Rate Sheet

### Billing Rates

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"), unless a mutually agreed upon rate increase is established. Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Please Note: Inspection and Code Enforcement services provided in excess of regular hours per day, nights, and weekends will be invoiced at 1.5 x the normal inspection rate above. There will be a minimum four (4) hour fee for each day inspection staff are called out to the jobsite for inspection/code enforcement. Mileage will be reimbursed at the current IRS Rate. On the page that directly follows, please see breakdown by personnel in accordance with the requirements.

CLASSIFICATION	HOURLY BILLING RATE
<b>Building Safety Services</b>	
Certified Building Official.....	\$160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect .....	\$155
Supervising Structural Engineer .....	\$185
Senior Structural Engineer .....	\$175
Senior Plans Examiner .....	\$140
CASp.....	\$125
Inspector III.....	\$110
Inspector II.....	\$100
Inspector I.....	\$90
Permit Technician.....	\$80
Fire Protection Engineer .....	\$155
Senior Fire Plans Examiner .....	\$130
Fire Plans Examiner / Fire Inspector.....	\$120
ICC Building Plans Examiner .....	\$120
Senior Code Enforcement Officer.....	\$135
Code Enforcement Officer.....	\$125
Trainee .....	\$75

## Hourly Bill Rates by Personnel

Personnel	Hourly Billing Rate
Josh Anderson, CBO, ICC Chief Building Official, Project Manager	\$160
John Weninger, SE, SECB Senior Structural Plan Review	\$185
Richard Min, CBO, MCP, ICC Building Official // Senior Plan Check Engineer	\$175
Keguan Zou, PE, PhD Structural Plan Check Engineer	\$175
Christian Mui, PE, ICC Senior Plan Check Engineer	\$175
Ron Luccesi, ICC Plans Examiner // Architect	\$155
Bill Miller, CASp, CBO, ICC Building Official, Senior Plans Examiner	\$140
Jim Northcutt, ICC Senior Plans Examiner	\$140
Danny Solano, ICC Senior Plans Examiner	\$140
Maxwell Weninger, ICC Senior Plans Examiner	\$140
Andrew Hyatt, ICC Fire Plans Examiner	\$120
Dylan Hembree, ICC Building Inspector	\$110
Chrisopher Kitauchi, ICC Building Inspector	\$110
Anita Nounvilaythong	\$80

# EXHIBIT A

# Full Staff Résumés

# Appendix A



## Joshua M. Anderson, CBO, ICC

### PROJECT MANAGER | ICC PLANS EXAMINER, BUILDING INSPECTOR

Joshua is an ICC certified Building Official, Building Plans Examiner, and Building Inspector with 20 years experience in the building industry. He has progressively increased his roles and responsibilities throughout his career, providing him extensive knowledge in all phases of construction. Joshua's experience allows him to provide our clients with exceptional service.

#### PROFESSIONAL HISTORY

##### Building Plans Examiner and Inspector / Interwest Consulting Group, Inc. 2019 - Present

Joshua performs building plan review and building inspection services for projects for various Northern California and Southern California municipalities.

##### Foreman / McCarthy Building Companies, Inc. / 2017 - 2019

Joshua served as a foreman for a variety of project sites including the Community Regional Medical Center Office Building and Parking Garage, Canada College B23 Building in Redwood City and Del Paso Manor Elementary School in Sacramento. He was responsible for ten employees, lining out a weekly schedule for crew members, reviewing plans and supplying information to the crew and backchecking work that was performed daily.

##### President / J. Anderson Building Company, Inc. / 2015 - 2017

As the president, Joshua successfully operated a successful construction company. He was responsible for submitting plans and drafting documents pertaining to permits, creating a weekly work plan, creating bids for projects, estimating jobs, scheduling sub-contractors and weekly client meetings.

##### Owner / Anderson Handyman Service / 2014 - 2015

Joshua successfully owned and operated a handyman company which included installing new windows, doors, hardware, cabinetry, concrete, hardwood and flooring.

##### Apprentice | Journeyman | Leadman / McCarthy Building Companies, Inc. 2005 - 2014

While employed with McCarthy Building Companies, Joshua successfully increased his role with the company. He began as a carpenter apprentice, then became a journeyman followed by a lead man. He provided services for many medical building projects where he provided building layouts, concrete form work, layout embeds, bolts and wall racks and ensured job site safety.

##### HVAC Installer / Bell Brothers Heating and Air / 2003 - 2005

Joshua successfully installed heating units, air conditioning units and duct work and assisted new clients with product information.

##### Electrical Apprentice / C.M.C.O Electric / 2001 - 2003

Joshua ran wire circuits, installed electrical panels, rough electrical, electrical equipment and appliances and assisted in trouble shooting electrical.



**YEARS OF EXPERIENCE: 20**

**YEARS W/ INTERWEST: 3**

#### EDUCATION

- State of California Department of Industrial Relations Apprenticeship: Council Journeyman Carpenter Certificate

#### REGISTRATIONS/ CERTIFICATIONS

- International Code Council, 9513394
- ICC Certified Building Official
- ICC Residential Building Inspector
- CC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Combination Inspector
- ICC Commercial Building Inspector
- ICC Commercial Building Plans Examiner
- ICC Commercial Plumbing Inspector
- ICC Plumbing Inspector
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Residential Plans Examiner

## **Ron Lucchesi, AIA, ICC**

### **ARCHITECT / PLANS EXAMINER**

Ron is a certified Building Plans Examiner with decades of experience in the field. He has served the County of Fresno for more than 25 years as the Building Plan Checker during which time he examined plans for code compliance and assisted the Chief Building Inspector with code interpretations. He is also a licensed Architect in the State of California.

### **PROJECT EXPERIENCE**

#### **Plans Examiner / Fresno Chafee Zoo, New Kingdom of Asia Exhibits / City of Fresno/ 2020 – Present**

Ron is providing life safety plan review of this new 12,960 SF exhibit at the Fresno Zoo.

#### **Plans Examiner / Oak Creek 2 Apartments / City of Tulare / 2019 – Present**

Ron is providing life safety and structural plan review of this 15 duplex unit complex.

#### **Plans Examiner / Samuel Dixon Family Health Center / City of Santa Clarita / 2019 – Present**

Ron is providing life safety and structural plan review of this new 2,570 SF OSHPD3 health center.

#### **Plans Examiner / Stoneridge Christian Private School / County of Merced / 2019 – Present**

Ron provided life safety plan review of the new multipurpose building and offices at the Stoneridge Christian Private School. The new building is one story, 32,473 SF with an occupant load of 2,074.

#### **Hotel Tioga / City of Merced / 2018 – Present**

Ron provided life safety plan review for the renovation and conversion of this 85,000 SF historic hotel to modern apartments in downtown Merced.

### **PROFESSIONAL HISTORY**

#### **Plans Examiner / Interwest Consulting Group / 2018 – Present**

Ron provides plan review services to clients throughout California for residential and commercial projects to ensure compliance with applicable codes.

#### **Building Plan Checker III / County of Fresno / 2001 – 2018**

Ron checked commercial and industrial building plans and complex residential projects for code compliance. He reviewed engineering analysis and reports, as well as generated plan check correction letters. Ron calculated permit fees and issued building permits. He assisted architects, engineers, contractors, and the public with building plan and code inquiries and assisted the Chief Building Inspector with code interpretations and opinions pertaining to construction.

#### **Building Plan Checker II / County of Fresno / 1994 – 2001**

Ron checked residential and light commercial projects for code compliance. He also assisted field inspection staff with code interpretations and opinions pertaining to construction.



**YEARS OF EXPERIENCE: 26**

**YEARS WITH INTERWEST: 3**

### **EDUCATION:**

- Fresno City Community College

### **LICENSES/CERTIFICATIONS:**

- ICC CA Building Plans Examiner, 1044401
- CA Licensed Architect, 19907

## Christian Mui, PE, ICC

### SENIOR PLAN CHECK ENGINEER

Christian is a CA Licensed Plan Check Engineer who holds an ICC Building Plans Examiner certification and has six years of related work experience. He has effective interpersonal and problem solving skills and is proficient in Bluebeam, Excel, Word, and PowerPoint.

### PROFESSIONAL EXPERIENCE

#### Senior Plan Check Engineer / Interwest Consulting Group / 2022 - Present

Christian performs plan review for various jurisdictions on residential and commercial projects throughout California.

#### Plans Examiner / Willdan Engineering / 2016 - 2022

As Plan Examiner, Christian allocated overflow projects to outside plan checkers, tracked jurisdiction requirements, and performed plan review for various jurisdictions on mainly residential projects.



**YEARS OF EXPERIENCE: 6**

**YEARS WITH INTERWEST: 1**

### EDUCATION:

- BS, Civil Engineering, California Polytechnic University, Pomona

### LICENSES / CERTIFICATIONS:

- CA Licensed Civil Engineer | #93226
- ICC Building Plans Examiner

## Richard Min, MCP, CBO

### BUILDING OFFICIAL / SENIOR PLANS EXAMINER

Richard is an Interwest Building Official and Senior Plans Examiner with seven years of experience in the Building and Safety Industry. He is an ICC Certified Building Official and a Master Code Professional. Richard currently holds 31 certificates from International Code Council (ICC). He has a full understanding of Building Department services since he has held positions as Permit Technician, Building Inspector, Building Plans Examiner, and Building Official.

### PROFESSIONAL EXPERIENCE

#### Building Official / Senior Plans Examiner / Interwest Consulting Group / Feb 2023 – Present

Richard performs Building Official/Plan Review for various jurisdictions in California.

#### Building Official / City of Desert Hot Springs / 2022 – Present

- Accept management responsibility for activities, operations, and all services related to the Building and Safety Division.
- Direct, coordinate, review, and participate in the work of professional, technical, and contract personnel to ensure that all codes are properly enforced with uniformity, equity, and safety.
- Provide interpretation and decisions on applicable codes, rules, regulations, and technical problems of enforcement.
- Manage the development, implementation, and maintenance of departmental goals, objectives, policies, and procedures for each assigned role.
- Conduct field inspections including Certificate of Occupancy issuance, new construction, remodel, fire rehab, etc. to ensure compliance with State and local Municipal Codes.
- Conduct plan review for various projects including residential, commercial, and industrial uses.

#### Building Official / Plans Examiner / City of Desert Hot Springs / 2018 – 2022

- Conducted fire and code enforcement inspections to ensure compliance with State and local Municipal Codes.
- Conducted plan review on all industrial, commercial, and residential structures and buildings to ensure plans and applications were complete and conformed to State and local Municipal Codes.
- Provided technical support to the public at counter, in the field, and virtually as an information source on local and state codes and ordinances relating to the building permit and inspections processes.
- Interpreted code requirements for builders, sub-contractors, designers, owners, and the public by reviewing submitted construction documents.
- Conducted field inspections including Certificate of Occupancy issuance, new construction, remodel, fire rehab, etc. to ensure compliance with State and local Municipal Codes.
- Worked alongside the Code Compliance division to investigate reported violations of related codes and ordinances to ensure public safety.

#### Permit Technician / City of Desert Hot Springs / 2017 – 2018

- Provided information regarding development, permit requirements, housing, code enforcement, building inspection, and related processes at the counter or virtually.



**YEARS OF EXPERIENCE: 7**  
**YEARS W/ INTERWEST: >1**

### EDUCATION:

- Bachelor of Science in Business Administration - Computer Science, Thomas Edison State University

### LICENSES / CERTIFICATIONS:

- Master Code Professional
- Certified Building Official
- Fire Code Specialist
- Fire Plans Examiner
- Fire Inspector II
- Fire Inspector I
- Accessibility Inspector
- Housing and Zoning Specialist
- Housing and Property Maintenance Inspector
- Building Code Specialist
- Building Plans Examiner
- Residential Combination Inspector
- Commercial Combination Inspector

## Keguan Zou, PE, Ph.D

### STRUCTURAL PLAN CHECK ENGINEER

Keguan is a Structural Engineer experienced in designing steel structures, reinforced concrete structures, and tilt up wall structures. He is skilled in Robot, RAM, Revit, AutoCAD, Staad, Etabs, Risa 3D, Tedds, Sap2000, Hilti Profis, Excel, Ansys, and ABAQUS. Keguan is fluent in Mandarin and English.

### PROFESSIONAL EXPERIENCE

**Structural Plan Check Engineer / Interwest Consulting Group / 2022-Present**

**Senior Structural Engineer / A Startup Engineering Firm / 2021 – Present**

**Project Engineer / DRPILLA / 2020 - 2021**

**Quality Manager / Project Engineer / VEPC / 2016 - 2020**

**Structural Engineer / Matrix Engineers / 2015 - 2016**

### PROJECTS

#### Structural Design / DRPILLA / 2020 - 2021

- Performed analysis and design of steel structured residential buildings with reinforced concrete foundation walls and footings at 8100 Hortons Ln, Southold, NY, 56 Three Mile Harbor Dr, East Hampton, NY, and 13350 New Suffolk Ave, Cutchogue, NY, etc.
- Participated partially in design of a cable and fabric framed pavilion at 1650 Bedford Ave, Brooklyn, NY.
- Designed reinforced concrete footings and grade beams, steel framing, wood flooring, and CMU walls for town houses at 109 State St, 121 2nd St, and 109 Bank St, Brooklyn, NY, etc.
- Designed foundation, reinforced concrete wall and slab, and steel design of a 3-story 300 ft by 100 ft warehouse and a 3-story office building.

#### Structural Design / VEPC / 2016 - 2020

- Designed foundation, tie-in steel members, wedging systems, placement and demolition of construction devices including tower cranes, mobile cranes, derricks, hoists, and concrete pumps.
- Mastered software programs including Staad and MathCAD.
- Designed a 5-ton steel framed derrick including all the connections.

#### Structural Design / PLF Engineers / 2016

- Designed and drafted drawings for 2-story wood residential buildings with garages.
- Designed steel-free advertisement facilities.

#### Matrix Structural Engineers / 2015 - 2016

- Worked on foundation calcs, steel and CMU design of a 1-story steel framing workforce building and a 2-story steel framing office building at HCC Stafford Campus.
- Performed FEM Modeling, foundation and steel design of a single-story, free standing, cafeteria building and a 16-classroom, free-standing 1-story building at El Campo ISD Hutchins Elementary.
- Performed steel and tilt wall design of Cameron Warehouse that is framed with pre-engineered metal building frames, concrete tilt walls, and conventional steel frames at Brookshire.
- Performed steel and tilt wall design of FloWorks warehouse and office which consists of a new 1-story warehouse, framed with pre-engineered metal building frames and concrete tilt walls, and a 2-story office building framed with conventional steel and tilt walls for the office.



**YEARS OF EXPERIENCE: 8**

**YEARS W/INTERWEST: 1**

### EDUCATION:

- PhD of Civil Engineering, Rice University
- Master of Civil Engineering, Southeast University

### Licenses/Certifications

- New York Licensed Civil Engineer

### PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
- National Society of Professional Engineers



## William (Bill) Miller, CASp, CBO, ICC

### SENIOR PLANS EXAMINER // CERTIFIED ACCESS SPECIALIST // SENIOR INSPECTOR // CERTIFIED BUILDING OFFICIAL

Bill has more than 40 years of experience in the building and safety field. He has acquired extensive expertise in plan review, and inspection services through his long tenure as former Chief Building Official for the Town of Truckee, and Building Inspector/Plans Examiner for Nevada County.

Bill is skilled in directing, managing, supervising and coordinating all programs and activities of a building department including permit issuance, plan review, building inspection activities and uses a practical approach to solving problems.

### PROFESSIONAL HISTORY

#### Senior Plans Examiner / Interwest Consulting Group / 2008 - Present

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards & California Accessibility Standards; State & local building codes, policies, amendments, and ordinances. Provides CASp services to a variety of clients.

#### Senior Plans Examiner | Manager / Bureau Veritas / 2006 - 2008

Responsible for overseeing all the plan review operations and personally providing plan review services for residential, industrial, and commercial developments for various jurisdictions in Northern California.

#### Chief Building Official / Town of Truckee / 1993 - 2005

Responsible for overseeing all Building Division operations including plan review, inspections, and counter service operations and providing plan review and inspection services for residential, industrial, and commercial developments within the Town limits. He developed comprehensive guidelines for plan review, inspection procedures, submittal requirements, and explored innovative ideas such as interactive internet permits, computer plan checks, and a voice recognition systems, to name a few.

#### Supervising Building Inspector / County of Nevada / 1983 - 1993

#### Building Inspector | Plans Examiner / County of Nevada / 1977 - 1983



**YEARS OF EXPERIENCE: 40+**  
**YEARS WITH INTERWEST: 14**  
**EDUCATION:**

- Washington State University
- California Building Codes Credential
- PC 832 – Arrest and Control
- American River College, Sacramento, CA
- Certificate of Completion, Construction Supervision and Inspection

### LICENSES / CERTIFICATIONS:

- Certified Access Specialist | CASp-087
- Council of American Building Official, CBO | 2171
- ICBO/IAPMO Plumbing Inspector | 34090
- ICBO/IAPMO Mechanical Inspector | 51131
- ACE III-Initial Disaster Housing Inspector | 2121
- California State Energy Auditor | 3134

International Code Council | 0819718

- ICC Certified Building Official
- ICC Residential Combination Inspector
- ICC Building Inspector
- ICC Plumbing Inspector
- ICC Accessibility Inspector/ Plans Examiner
- ICC Building Plans Examiner
- ICC Mechanical Inspector UMC
- ICC Mechanical Inspector
- ICC Combination Dwelling Inspector – Uniform Codes

# John Weninger Jr., SE, SECB

## SR. STRUCTURAL ENGINEER

John has more than 40 years of experience in various aspects of the engineering process and code compliance. He holds a master's degree in Civil Engineering with a concentration in Structural Engineering as well as a bachelor's degree in Civil Engineering. Recently, John received Honors as a Fellow for the Structural Engineers Association of California. He has a lengthy list of past projects that vary from residential to commercial, from school modernization and the new building design to plan review and project management services. John is also experienced in staff supervision and customer service, which makes him not only accomplished in his skill but also adaptable to various projects and work situations.

## PROJECT EXPERIENCE

### Sac Republic Soccer Stadium / City of Sacramento / 2019 – Present

Structural Plans Examiner | John provides structural plan review for this new 409,664 SF stadium to ensure compliance with California Building and International building standards, state and local building codes, policies, amendments and ordinances.

### Sterling 5th Street Apartments / City of Davis / 2018 – Present

Structural Plans Examiner | John provides structural plan review of this new apartment complex in Davis consisting of two four story buildings, a club house and parking garage..

### North 40 / Town of Los Gatos / 2018 - Present

Structural Plans Examiner | John provides structural reviews for the new 211,773 SF mixed use building in the North 40 development consisting of residential, parking garage, community room and commercial.

### Custom Homes / Town of Atherton / 2012 – Present

Structural Plans Examiner | John provides structural plan review services for large custom homes in the Town of Atherton.

### Pacific Bell Building / Sacramento, CA

Senior Structural Engineer / Project Manager | John oversaw tasks from conceptual drawings through construction for the seismically retrofitting for this 17-story building.

### DMV Building / Sacramento, CA

Senior Structural Engineer / Project Manager | John oversaw tasks from conceptual drawings through construction for the seismically retrofitting for this 12-story building.

## PROFESSIONAL EXPERIENCE

### Senior Structural Engineer | Plans Examiner / Interwest Consulting Group / 2012 - Present

Performs structural plan review for commercial and residential construction projects for a variety of municipalities in the State of California..



**YEARS OF EXPERIENCE: 40+**

**YEARS WITH INTERWEST: 10+**

## EDUCATION:

- MS, Civil Engineering, Concentration in Structural Engineering, California State University, Sacramento

## LICENSES / CERTIFICATIONS:

- CA Registered Civil Engineer, C43746
- CA Registered Structural Engineer, S3740

## PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Structural Engineers Association of Central California (SEAOCC)
  - \*Current Program Chair
  - \*Past Presidents
  - \*Board of Directors
  - \*Convention Chair 2003
  - \*Technical Chair 2011
  - \*Secretary
  - \*Treasurer

## PUBLICATIONS

- "Structural Timber Shearwalls, the Alternatives and the ICC Evolution Service" by Warren, IV, W.L. and Weninger Jr., J.J. for the 2008 SEAOCC

## HONORS

- Member, SEAOCC College of Fellows, Inducted June 2016

## Maxwell Weninger, ICC

### SENIOR PLANS EXAMINER

Maxwell is an Engineer in Training with 6 years of prior varied engineering experience. He has simulated and physical circuit analysis experience and fundamentals in solid-state physics and Microelectromechanical Systems (MEMS).

### PROFESSIONAL EXPERIENCE

#### Engineering Shadow / Interwest Consulting Group / 2019

- Checked 15+ plans for compliance with the California electrical code.
- Inspected plans on solar cells, hospitals, EV chargers, cell towers, car dealerships, convenience stores, and Class II hazardous locations.
- Reviewed general requirements, ampacity, luminaires, emergency requirements, grounding, and bonding.
- Worked with converting amps to var in single and three-phase systems, fault calculations, calculations of conductor sizing, short circuit calculations, and max current calculations.

#### Server / 2017 - 2018

- Improved communication skills while conveying information effectively and listening to any customer or venue owners' requests.
- Managed multiple requests at once and figured out the most efficient way to complete those tasks.

### PROJECT EXPERIENCE

#### Engineering 7a

- Designed, CADed, and built a working quadcopter under specifications and a budget with a seven person group.

#### EECS 22

- Used PuTTY to alter pictures and videos, for example :hue rotation and playing the video in reverse.
- Utilized static and dynamic data structures to link lists, program modules and compilation units, and preprocessor macros.

#### Senior Design

- Worked on a UGV (unmanned ground vehicle) with sanitizing properties.
- Utilized SolidWorks and Fusion 360 to CAD working parts, converted them to STL and 3D printed.
- A neural network was created to drive the car and a basic image recognition software to recognize high touch surfaces to sanitize.
- Used an Arduino to control the vehicle, the sanitizing spray, and the camera mount.



**YEARS OF EXPERIENCE: 6**

**YEARS W/ INTERWEST: 4**

#### EDUCATION:

- B.S. in Electrical Engineering, University of California, Irvine

#### REGISTRATIONS/ CERTIFICATIONS

- ICC Building Plans Examiner

## Jim Northcutt, ICC

### ICC BUILDING PLANS EXAMINER // ICC BUILDING INSPECTOR

With 40 years of experience, Jim has an extensive record of successfully reviewing all phases of highly-complex construction projects. Jim has served various positions with the City of Irvine throughout his career. Accomplished in all duties, including plan review and approval, regulatory compliance, code interpretation, code enforcement, and project acceptance.

### PROFESSIONAL EXPERIENCE

#### Plans Examiner / Interwest Consulting Group / 2015 - Present

Jim provides plans examination reviews for various Central Valley and Southern California jurisdictions.

#### Plans Examiner / City of Irvine, CA / 1994 - 2014

Jim provided information to architects, engineers, contractors, homeowners and developers regarding Building Codes, Local Codes and State Codes including Title 24 handicap and energy requirements. He plan checked and approved room additions, patio covers, solar installations, spa installations, and all tenant improvements plans including high rises in compliance with City building codes and standard plans, State Codes, and California Building Codes.

#### Street Lighting Specialist / City of Irvine, CA / 1988 - 1994

Jim supervised and maintained the City's street lighting and landscape maintenance districts; develop and administer the districts budgets; Updates annual assessment land use codes and parcel information; prepare and present engineer's reports and related staff reports to City Council and Finance Commission.

#### Plan Check Technician / City of Irvine, CA / 1986 - 1988

Jim provided plan check and approval statuses to room additions, spa installations, and patio covers in compliance with City Building Codes, State Codes and Uniform Building Codes.

#### Engineering Technician / City of Irvine, CA / 1985 - 1986

Jim performed routine review of tract maps, parcel maps, grading plans, landscape plans; check improvements plans for general conformance with City Standards. He assisted in the development and review of design policies and standards.

#### Engineering Aide III / County of Orange, CA / 1981 - 1985

Jim was a draft man for grading, bike trails, street improvement plans, storm drains, and other County projects using Intergraph CAD system; design, draft and write construction specifications for minor County funded projects.



**YEARS OF EXPERIENCE: 8**

**YEARS WITH INTERWEST: 6**

### EDUCATION:

- AA, Civil Engineering, Saddleback Community College, 1981

### REGISTRATIONS/ CERTIFICATIONS

- International Code Council, 879908
- ICC Building Plans Examiner
- ICC Building Inspector

# Danny Solano, ICC

## PLANS EXAMINER

Danny brings multiple years of experience as a plans examiner and permit technician to the Central Valley. He has the capabilities to provide plan review services for residential and commercial projects as well as manage all aspects of the building permit counter for jurisdictions from the initial point of contact through permit issuance. He communicates with contractors, designers, and the general public advising them on all phases of permit processes and managing front counter activities including directing inquiries to the appropriate departments, ensuring the highest level of customer service. Danny's many years of working with others are evident in his ability to provide excellent service to clients as well as applicants and complete tasks in an accurate, timely, and friendly manner.

## PROJECT EXPERIENCE

### Master Plan Communities / Central Valley / On-Going

**Plans Examiner** | Danny provides plan review services for multiple master plan communities throughout the Central Valley to ensure compliance will applicable building codes. Recently he reviewed plans for Gary McDonald Homes in the City of Fresno.

### Single Family Homes / Central Valley / On-Going

**Plans Examiner** | Danny provides plan review services for new and remodeled single-family homes throughout the Central Valley to ensure compliance with applicable building codes.

## PROFESSIONAL EXPERIENCE

### Plans Examiner / Permit Technician / Interwest Consulting Group / 2017 – Present

Danny provides permit technician services to various Central Valley Clients as a member of Interwest. He assists on policies and procedures. Receives and reviews completed building permit applications, and ensures information is accurate and in compliance with building and other related codes.

### Permit Technician / City of Livingston / 2015 – 2017

Danny assisted the public at the front counter; issued permit applications and answered questions on policies and procedures. Received and reviewed completed building permit applications, and ensured the information was accurate and in compliance with building and other related codes. Additional responsibilities included calculating and estimating fees for permits as well as collecting fees for various applications.

### Building Plans Examiner II / County of Fresno / 2006 – 2008

Danny provided building plan check services for residential and commercial buildings for compliance with California Building Codes. Also provided counter-support services to the County when needed.



**YEARS OF EXPERIENCE: 14**  
**YEARS WITH INTERWEST: 3**  
**EDUCATION:**

- BS, Industrial Technology, Emphasis in Computer Design Management, California State University, Fresno

### LICENSES/CERTIFICATIONS:

- International Code Council | 8390989
- ICC CA Building Plans Examiner
- ICC Permit Technician

## **Andrew D. Hyatt, ICC**

### **FIRE PLANS EXAMINER**

Andrew is a dedicated, highly self-motivated professional and natural leader with experience in; fire code, plan review, inspections, and proper handling of hazardous materials. He is qualified with over 20 years of extensive experience in fire prevention, with specialized knowledge of current fire safety laws, codes, and ordinances.

### **PROFESSIONAL EXPERIENCE**

#### **Fire Plans Examiner / Interwest Consulting Group / 2022 – Present**

Andrew is responsible for ensuring that all plan reviews and field inspections are completed as committed to the customer, and that documentation is accurately maintained. He is responsible for ensuring that plan reviews and inspections are performed in accordance with the standards, ordinances, codes, and regulations adopted/established by the municipality.

#### **Fire Prevention Specialist II / City of Santa Clara Fire Department / 2009 - 2022**

Andrew provided plan reviews and inspections in the following areas: architectural, automatic sprinklers, fire alarms, water supply, access, alternative automatic fire extinguishing systems, hazardous materials, and additional areas.

#### **Volunteer / Fire Prevention Division / 2007 - 2009**

Andrew assisted with fire inspections and acceptance testing of fire extinguishing systems, fire alarm systems, and additional areas. This included over 180 hours of plan review volunteer time. Andrew also assisted in all aspects of plan review, as well as construction and operational permit inspections.

#### **Associate Consultant / Hazardous Materials Division / 2008 - 2009**

Andrew provided consulting for applicants regarding Hazardous Materials Business Plans. He promoted a helpful and friendly relationship between contractors as well as business owners.

#### **Computer Systems Operator / United States Air Force – OH & CA Air National Guard / 2002 - 2008**

Andrew specialized in communications, including prioritizing tasks to provide support for air rescue operations. He maintained Top Secret Security Clearance.



**YEARS OF EXPERIENCE: 20+**

**YEARS WITH INTERWEST: 1**

### **EDUCATION:**

- A.S. Degree in Fire Technology, Cabrillo College, Honorable Mention
- Bachelor's Degree in Cardiovascular Science, The Ohio State University, Dean's List
- A.A. Degree, The Ohio State University, Dean's List

### **LICENSES / CERTIFICATIONS:**

- ICC, 8415675
- ICC Fire Plans Examiner
- ICC Fire Inspector I
- ICC Fire Inspection II

## Dylan Hembree, ICC

### BUILDING INSPECTOR

Dylan has excellent written and verbal communication skills. He works well with contractors and other agencies to address compliance issues in a timely manner to meet project deadlines.

### PROFESSIONAL EXPERIENCE

#### Building Inspector / Interwest Consulting Group / 2023 – Present

- Perform assigned field inspections in accordance with adopted codes.
- Collaborate with other inspectors to discuss code information and code interpretations to help ensure consistency of inspections.
- Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.

#### Building Inspector II / City of Bakersfield / 2014 – 2023

- Conducted inspections in residential homes, multi-family dwellings, commercial projects and ADA compliance.
- Read and interpreted blueprints daily.
- Communicated between departments to ensure compliance of construction projects.

#### Carpenter / Gateway Pacific Contractors, Inc / 2012 – 2014

- Completed the forming and pouring of a six million gallon concrete water tank for the City of Santa Cruz, CA.
- Labored during the digging and laying of utility / water pipes ranging in size from six inch to 24 inch diameter.
- Operated 60 foot man lift, grade-all forklift, front end loader and skid steer.

#### Owner / DH Construction / 2000 – 2012

- Constructed multiple custom built residential homes from 2000 to 2007.
- Secured, rehabilitated and maintained foreclosed homes for Bank of America from 2007 to 2012.

#### Welder / Carpenter / US Navy / 1990 – 1994

- Completed welding / pipe-fitting "A" School.
- Worked in industrial carpenter shop constructing wood "builds" for the dry docking of nuclear submarines.
- Supervised the construction and installation of wood builds for the docking of nuclear submarines.



A SAFEbuilt<sup>®</sup> COMPANY

**YEARS OF EXPERIENCE: 33**

**YEARS W/ INTERWEST: <1**

### LICENSES / CERTIFICATIONS:

- ICC B-1
- ICC E-1
- Cal OES
- CALBO

# Christopher J. Kitauchi, ICC

## BUILDING INSPECTOR

Christopher is a Building Inspector with a rich history in electrical maintenance. He has experience researching code sections/issuing and disseminating information to staff and the public. Christopher also reviews technical reports associated with permits as required for completion of the inspection process.

## PROFESSIONAL EXPERIENCE

### Building Inspector / Interwest Consulting Group / 2018-Present

Christopher inspect buildings and ensures compliance with building plans, along with inspections for compliance with codes and regulations, governing building construction, alteration and repair, electrical, plumbing, and mechanical installations, and environmental protection.

### Building Inspector / City of Fresno / 2018 - Present

Christopher assists contractors, architects, engineers, and the public with questions concerning construction code requirements and building permit processes. He investigates allegations of construction being performed without a building permit, issues field correction notices. and maintains inspection records.

### Solar Foreman / Sunrun / 2014-2018

Christopher organized, lead, and trained crew members. He effectively managed all aspects of the construction workflow and maintains project documentation. Christopher developed a positive working dynamic within his team and with branch coworkers.

### Electrical Maintenance Personnel / Wawona Packing / 2012-2013

Christopher fixed and rebuilt Mohen machines, SWF box machines amongst other packing machines. He was the only Electrical Maintenance Personnel on staff.

### Electrical Maintenance Personnel / Serpa Packing / 2011-2011

Christopher built PLC boards form start to finish and troubleshoots PLC's before being sent out to costumer. He took care of anything electrical that needed to be done before the machines were sent to the buyers.

### Electrical Maintenance Personnel / Hep Electric / 2010-2011

Christopher worked with agricultural electrical water pumps, control motors, and control cabinets, as well as performed residential and commercial tasks. He worked as a team player and a supervisor. Christopher ordered products for major jobs and is also able to read blue prints.

### Electrical Maintenance Personnel / Rex Moore Electric / 2003-2009

Christopher supervised between four to eight apprentices and trainees and conducted overviews of their progress and work. He has knowledge in the NEC code book, blueprints, pipe bending, NFP 70 and has been on small jobs such as tenant improvement, and large jobs, such as the navy base in Lemoore in a supervisory role.

### Electrical Maintenance Personnel / Gray Bar Electric / 2001-2003

Christopher handled material and filled orders that need to be delivered by himself to many jobs sites that extend as far north of the central valley to the south valley.



**YEARS OF EXPERIENCE: 21**

**YEARS WITH INTERWEST: 6**

## EDUCATION:

- Heald College
- WECA Apprentice Program

## REGISTRATIONS/ CERTIFICATIONS

- ICC Building Inspector



# Anita Nounvilaythong

## PERMIT SERVICES MANAGER

Anita brings over 22 years of building industry and department experience providing administrative services related to plan check tracking, document control, and permit issuance. She manages the Fresno team to ensure efficient plan review procedures and superior customer service.

Her ability to multitask, combined with her strong organizational skills, have proven to be valuable assets in ensuring the thoroughness and timely delivery of all tasks associated with the permit processes. She is recognized for her responsiveness to all inquiries and requests from clients and applicants while providing high-level customer service in a professional manner.

## PROFESSIONAL EXPERIENCE

### Permit Services Manager / Interwest Consulting Group / 2012-Present

- Anita manages the daily operations of the Permit Technicians to ensure efficient operations and teamwork.
- Reviews and analyzes department goals and objectives for plan review processing and tracking.
- Monitors the workload of the Plan Reviewers, organizes the scheduling of reviews, and communicates among review teams to ensure that the flow of information is not interrupted.
- Provides support to various jurisdiction clients by maintaining accurate records and databases through final permit issuance, including administrative roles in jurisdiction client permitting systems and SharePoint platforms.

### Permit Tech / NAFFA International / 2001 - 2012

- Anita provided permit technician and administrative services to various jurisdiction clients.
- Coordinated the intake, distribution/routing, and delivery of construction documents/plans.
- Reviewed construction document submittals to verify the completeness of the package.
- Maintained accurate records, databases, and communication from application through final permit issuance.
- Compiled and published plan check review comments.
- Produced and distributed weekly and monthly status reports.



**YEARS OF EXPERIENCE: 22**

**YEARS WITH INTERWEST:  
12**

**EDUCATION:**

- AS, Business Administration,  
Heald College

**Exhibit C**

**DISCLOSURE OF CONFLICT OF INTEREST**

[Project Title]  
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

\* If the answer to any question is yes, please explain in full below.

Explanation: \_\_\_\_\_  
NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional page(s) attached.



DocuSigned by:

*Paul Meschino*

Signature

12/5/2023

Date

Paul Meschino

(name)  
President

(company)  
1171 W Shaw Ave # 102

(address)  
Fresno, CA 93711

(city state zip)

**INTERWEST CONSULTING GROUP, INC.  
PROPERTY SPECIALISTS, INC.**

**Omnibus Written Consent of Directors Without a Meeting**

**October 11, 2022**

Pursuant to Section 7-108-202 of the Colorado Corporations and Associations Act, Section 603 of the Corporations Code of California and the Bylaws of each of Interwest Consulting Group, Inc., a Colorado corporation ("*Interwest*"), and Property Specialists, Inc., a California corporation ("*Property*"), and together with Interwest, the "*Companies*"), the undersigned, being all of the directors of each of the Companies, hereby consent in writing by this Omnibus Written Consent of Directors Without a Meeting (this "*Consent*") to the adoption of the following resolutions:

**Removal of Officer**

RESOLVED, that Warren Kent Jorgensen is hereby removed as Vice President of Real Estate and Broker of Record of the Companies.

**Appointment of Officer**

RESOLVED, that James Staudinger is hereby duly appointed as Vice President of Real Estate and Broker of Record of each of the Companies, to serve until such individual's successor is duly appointed and qualified or until the earlier of such individual's resignation, removal or death;

FURTHER RESOLVED, that, for the avoidance of doubt, the current officers of Interwest are as follows:

<u>Name</u>	<u>Title</u>
Christopher Giordano	Chief Executive Officer
Paul Meschino	President
Jeff Johnson	Chief Financial Officer
Loren J. Schlachet	Vice President
Elizabeth Burke	Vice President and Secretary
Daniel J. Haynes	Vice President and Treasurer
James Staudinger	Vice President of Real Estate and Broker of Record
Michelle Aiken	Assistant Secretary
David Kniff	Assistant Secretary
Ali Sadre	Managing Engineer
Theron Roschen	Managing Engineer
Nicole Jules	Managing Engineer
Stuart McKibben	Managing Engineer
Jon Crawford	Managing Engineer and Surveyor
Craig Bradshaw	Managing Surveyor

FURTHER RESOLVED, that, for the avoidance of doubt, the current officers of Property are as follows:

<u>Name</u>	<u>Title</u>
Christopher Giordano	Chief Executive Officer

Paul Meschino	President
Jeff Johnson	Chief Financial Officer
Loren J. Schlachet	Vice President
Elizabeth Burke	Vice President and Secretary
Daniel J. Haynes	Vice President and Treasurer
James Staudinger	Vice President of Real Estate and Broker of Record
Michelle Aiken	Assistant Secretary
David Kniff	Assistant Secretary

**General**

RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Companies (the "***Authorized Officers***"), or any of them, within the foregoing resolutions, be and each of them is hereby ratified, confirmed and approved; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officers or any such Authorized Officer may deem necessary, advisable or appropriate to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officers or any such Authorized Officer executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officers or any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval.

**[Signature Page Follows]**

This Consent may be executed in separate counterparts, each of which shall constitute an original and all of which together shall form a single instrument. Delivery of an executed signature page to this Consent by facsimile or other electronic transmission (including in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Consent. This Consent shall be effective as of the date first set forth above when executed by all of the directors of each of the Companies in the places designated for their signatures below.

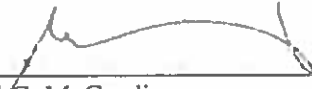
Upon execution of this Consent, the undersigned hereby direct that this Consent be filed in each Company's minute book.



Elizabeth Burke



Christopher Giordano



Michael C. McCurdie



Bradley J. Mundt



Loren J. Schlachet

**INTERWEST CONSULTING GROUP, INC.  
PROPERTY SPECIALISTS, INC.**

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David Kniff	Assistant Secretary

**General**

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**[Signature Page Follows]**

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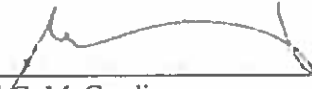
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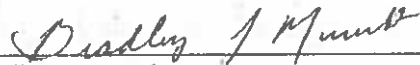
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