

## **CONTRACT FOR BUILDING PLANS EXAMINATION SERVICES**

This Contract is being entered into on \_\_\_\_\_, (“Effective Date”) by and between the City of North Las Vegas (“City”), a municipal corporation within the State of Nevada having its principal office at 2250 Las Vegas Boulevard N., North Las Vegas, NV 89030, and Interwest Consulting Group, Inc., (a corporation organized and existing under the laws of the State of Colorado), (“Company”) having its principal office located at 444 N. Cleveland Ave, Loveland, CO, 80537.

### **SECTION A – Subject of Contract**

The Company shall perform general building department services including building and fire plan review, inspection services, and other related services as directed by the City, including those services described in Section C below and in accordance with the attached Statement of Qualifications for Building Safety Services (Exhibit “A”).

### **SECTION B – Basic Terms**

#### **B-1 Definitions**

The following definitions apply to this Contract:

- (a) “*City*” means the City of North Las Vegas.
- (b) “*City Council*” means the governing body of the City of North Las Vegas.
- (c) “*Company*” means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (d) “*Company Representative*” means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (e) “*Contract*” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (f) “*Deliverable*” means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (g) “*Non-Exclusive Contract*” means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.
- (h) “*Project Manager*” means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

#### **B-2 Contract Type**

The Contract type is a firm fixed percentage of fees collected by the City and hourly rates as specified in the Fee Section. This is a Non-Exclusive Contract.

## **B-3 Prices/Costs**

### **I. Building Plan Review**

- (a) The Company will invoice the City monthly for 75% of the plan review fee collected the by City for projects that are assigned to and completed by the Company. For projects that the City has assigned the Company to perform only partial reviews, the Company shall invoice the City at the following percentages of the plan review fee collected by the City, a copy of which is attached hereto as Exhibit B:
- |                                       |                            |
|---------------------------------------|----------------------------|
| a. Structural Review Only             | 40% of the plan check fees |
| b. Architectural / Energy Only        | 35% of the plan check fees |
| c. Architectural / Accessibility Only | 35% of the plan check fees |
| d. Mechanical / Plumbing / Energy     | 25% of the plan check fees |
| e. Electrical / Energy                | 25% of the plan check fees |
- (b) The Company may procure additional services as requested by the City Project Manager using the Hourly Rate Table below
- |                                  |       |
|----------------------------------|-------|
| a. Principal Structural Engineer | \$120 |
| b. Plan Check Engineer           | \$110 |
| c. Plans Examiner                | \$110 |
- (c) Accelerated plan review will be offered at 125% of the City of North Las Vegas plan review fee.
- II. Inspection Services will be provided to the City of North Las Vegas at the hourly rates shown below. Inspection requests will be a 4-hour minimum:
- |              |       |
|--------------|-------|
| a. Inspector | \$100 |
|--------------|-------|
- III. Fire Plan Review Services:
- a. The company will provide fire plan review services for 65% of the City of North Las Vegas plan check fee with a minimum of one hour review time. Hourly fees for reviews of building plans for compliance with the International Fire Code (IFC) and City of North Las Vegas adopted Fire Code will be as follows:
- |                             |       |
|-----------------------------|-------|
| i. Fire Protection Engineer | \$120 |
| ii. Fire Plans Examiner     | \$110 |

## **B-4 Compensation**

Provider will provide the Services at the rate described in Section B-3, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that

each invoice is complete, correct, and undisputed by the City. The total not to exceed amount of this Agreement is Five Hundred Thousand Dollars and 00/100 (\$500,000.00).

## **B-5 Invoices**

- (a) The Company shall submit an invoice to the City monthly for the work completed in the previous month. The Company shall perform such services as described herein and in Exhibit “A,” and be paid for such services in accordance with the Price/Costs set out in Section B-3. All invoices should identify the following items:
  - (i) the date of the invoice and invoice number;
  - (ii) the purchase order number;
  - (iii) the permit application number and the type of plan review services provided for each plan review performed by the Company; and
  - (iv) performance dates covered.

Payment to the Company shall be made within thirty (30) calendar days after the City receives each invoice from the Company, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Company shall submit the original invoice via email to:

[AccountsPayable@CityofNorthLasVegas.com](mailto:AccountsPayable@CityofNorthLasVegas.com)

The Company shall forward a copy of the invoice to the City’s Project Manager identified in Section D-2 (Project Manager/Company Representative).

## **B-5 Performance Period**

The term of this Agreement shall commence on the Effective Date and continue for one year (“Term”).

## **SECTION C – Statement of Work**

### **C-1 Scope of Services**

The Company shall provide plan examination services as detailed below:

- (a) The Company will pick-up and deliver all plans and return all results of plan reviews and Plans.
- (b) The Company will screen and log each plan requiring full or partial review and route them to the proper plan’s examiner.
- (c) The Company will use City approved checklists to review submittals for compliance with all current and relevant state and local requirements.
- (d) The Company shall complete all plan reviews within the following turnaround times:

	Normal	Accelerated
Projects under \$5 million valuation	4 working days	2 working days
Projects over \$5 million valuation	7 working days	4 working days
All rechecks	4 working days	2 working days

For unique or complex projects, a mutually agreed upon turn-around time will be established by the City.

- (e) The Company will be deemed to be in receipt of the plans the day following the day the City notifies the Company that plans are ready for pick-up, or the day following the day the City transmits the plans to the Company.
- (f) The Company will ensure plans conform to the City's most current codes, amendments and written interpretations as adopted by the City.
- (g) The Company will have plans examiners licensed and certified by applicable agencies.
- (h) The Company will attend meetings with staff, public officials, developers, contractors, and general public as directed by the City.
- (i) The Company will maintain and submit to the City proof of all licenses, certificates, and permits required to perform Plan Checks.
- (j) The Company will provide electronic plan review if required by the City, with proper training provided by the City and the Company will make the acquisition of appropriate hardware and software necessary to perform the reviews within the specified timeframe.
- (k) The Company will provide the City's Project Manager a copy of all correspondence templates for approval.
- (l) The Company will provide the following means of contact with the associated response times listed below:
  - i. Face to Face – next day
  - ii. Telephone – immediate
  - iii. Email – same day
  - iv. Fax – same day
  - v. Virtual Window (SKYPE, Adobe Connect) – immediate
- (m) Company will provide a local or a toll-free telephone number that the City representatives and its customers can use to speak with Company's representative regarding plan review issues.

## C-2 Deliverables

The Company shall provide the City with either an approved Plan Review or if not immediately approved, two complete typewritten plan check letters with comments referring to specific details and drawings, and reference applicable code sections for changes required to obtain approval. These letters will be delivered to the City, the applicant and the City designated recipients via email and/or reliable overland carrier. Plan

reviews will be tracked within the plan tracking software utilized by the City, and the Company will input when reviews are started and completed for each discipline assigned. The Company will transmit plan review comments and coordinate re-checks directly with the City or with the applicant if desired, and completed plan review documents ready for approval will be returned to the City for final approval within time frames outlined in this contract. Resubmittals, deferred submittals, changes, etc. shall adhere to the same procedures and timeframes. Should the Company fail to meet the timeframes as specified in this contract, the percentage of plan check fee may be reduced or the contract may be terminated for default at the City's discretion.

## **SECTION D – Special Clauses**

### **D-1 Legal Notice**

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
- (i) received by the party to whom it is directed by hand delivery or personal service, or
  - (ii) transmitted by facsimile with confirmation of transmission, or
  - (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:      Building and Fire Safety, City of North Las Vegas  
Attn: Valarie Evans  
2250 Las Vegas Boulevard, N., Suite 100  
North Las Vegas, NV 89030

WITH A COPY TO:    City of North Las Vegas  
Attention: Belia Guzman  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1464

FOR THE COMPANY:   Interwest Consulting Group, Inc.  
Mr. Paul Meschino  
1613 Santa Clara Drive  
Roseville, CA 95661  
Phone: 619-372-9962  
Email: pmeschino@interwestgrp.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

#### **D-2 Project Manager/Company Representative [CAO-7/24/08]**

- (a) The City designates, Tony Vibabul as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Billy Okubo as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

#### **D-3 Warranty – Services**

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

#### **D-4 Intellectual Property Rights**

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Company, including Company software and licensed software, or to any improvements thereto.

#### **D-5 Licenses/Registrations**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of North Las Vegas business license.

#### **D-6 Order of Precedence**

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

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## **SECTION E – General Clauses**

### **E-1 Disputes**

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.
- (d) In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This section shall survive the completion of the services provided by the Company until the applicable statutes of limitation expire.

### **E-2 Notice of Delay**

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

### **E-3 Termination for Convenience**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct,

adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

#### **E-4 Termination for Default**

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
  - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
  - (ii) Make progress, so as to endanger performance of this Contract; or
  - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.



## E-5 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions (Attachment 2). The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of North Las Vegas.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of North Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of North Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iv) Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract

number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation or erosion of insurance limits, sent by via email to [guzmanb@cityofnorthlasvegas.com](mailto:guzmanb@cityofnorthlasvegas.com). Sample forms are in Attachment 1.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$250,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

#### **E-6 Indemnification**

- (a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all third party claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, to the extent arising from, or as a consequence of, any intentionally wrongful act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. If a third-party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company

has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

- (c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.
- (d) Limitation of liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, REGARDLESS OF (1) THE THEORY UNDER WHICH SOUGHT; (2) WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (3) WHETHER THE REMAINING REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

#### **E-7 Assignment**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

#### **E-8 Waiver**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

#### **E-9 Taxes/Compliance with Laws**

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.
- (c) The company will be required to obtain a City of North Las Vegas business license.

## **E-10 Audit of Records**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

## **E-11 Independent Contractor**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

## **E-12 Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to

amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

### **E-13 Conforming Services**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

### **E-14 Modification/Amendment**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

### **E-15 Entire Contract, Section and Paragraph Headings**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

### **E-16 Conflict of Interest (City Officials)**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

### **E-17 Public Records**

Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to the Company for the disclosure of any public record, including, but not limited to documents provided to the City by Company. In the event the City is required to defend an action with regard to a public records request for

documents submitted by the Company, the Company agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney fees related to such public records request. This section shall survive the expiration or earlier termination of this Contract.

#### **E-18 Confidentiality – City Information**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-19 Marketing Restrictions**

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

#### **E-20 Limitation of Funding**

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

The City reasonably believes that sufficient funds can be obtained to make all payments during the term of the Contract to fulfill its obligations under this Contract. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the City's functions that enable the Company to perform the Company's services and obligations under this Contract, this Contract will be terminated when the appropriate funds expire.

#### **E-21 Changes – Fixed-Price Services**

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

- (i) Description of services to be performed.
  - (ii) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
  - (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
  - (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
  - (e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
  - (f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

## **E-22 Counterpart Signatures**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter. The use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

## **E-23 Non-Discrimination and Fair Employment Practices**

- (a) **Discrimination:** The City of North Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in North Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age,

disability, national origin, or any other legally protected status. Such agreement shall include, 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 Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

**IN WITNESS WHEREOF**, the City and the Company have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

Interwest Consulting Group, Inc.,  
a Colorado corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: Paul Meschino  
Name: Paul Meschino  
Title: President

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney



**A**  
**Statement of Qualifications for Building Safety Services**

### Company Qualifications and Experience

Interwest has been in the municipal consulting business since 2002. We provide a full range of services for building departments including building official services, building plans examination, building inspection services, building department performance reviews, building and grading plan review, and review of on-site and off-site improvements related to development approval. We also offer city engineering, traffic engineering, construction management, municipal planning, transportation program management/funding, grant administration, real estate acquisition, GIS and IT services.

We offer experienced and licensed engineers, highly qualified and ICC certified building officials, ICC certified plan examiners, ICC certified building inspectors, and ICC certified permit technicians with extensive experience. All of our personnel are knowledgeable jurisdictional staff and understand the procedures, policies, and deadlines necessary to keep building departments running smoothly. We work strictly for public agency clients, thus avoiding any conflict of interest.

We are skilled in assisting municipalities in Building Safety Departments. Our body of experience encompasses successful solutions for transitioning, personnel augmentation at all levels, and development of services, policies and procedures throughout all aspects of municipal government.

Our staff holds a wealth of code knowledge and building industry experience with some involved in the development of the building codes. We share this unique knowledge by providing code-related training and instruction at Building Officials conferences and training seminars at various ICC Chapters. Our technical and administrative staff is highly trained, attending seminars and code development sessions, and educational conferences to keep current on up-to-date industry methods and information.

#### RELEVANT BUILDING SAFETY SERVICES PROJECT EXPERIENCE

The following project descriptions are a small sample of the types of projects for which we have provided plan review and/or inspection services to Nevada clients. Our staff have extensive experience providing services for numerous new and remodeled commercial, medical facilities, industrial, retail, tenant improvement, multi-family residential and custom residential projects. We have also provided services for multiple master plan development projects, corporate campuses, and publicly owned building projects.

##### Building Plan Review Services

##### CITY OF HENDERSON

Interwest has provided in-house and outsourced building plan review services to the City of Henderson Building & Fire Safety Division since 2015. Our services include review of plans, calculations, and other related documents for compliance with the City's Building, Plumbing, Mechanical, Electrical, Energy, Fire Codes, Hillside Ordinance and other pertinent City and State regulations falling within the purview of the City Building Official. Our plan review services also include acquiring revised documents, stamping and signing the approved documents and returning copies to the City.

Plans consist of drawings, specifications, calculations, soils reports and all other pertinent information that has been provided to the City. Upon completion of plan review, Interwest staff provide a letter to the design professional, with copies to the City and, where applicable, to permit applicants, specifically detailing all corrections necessary to bring the plans and other documents into compliance with the City's requirements.

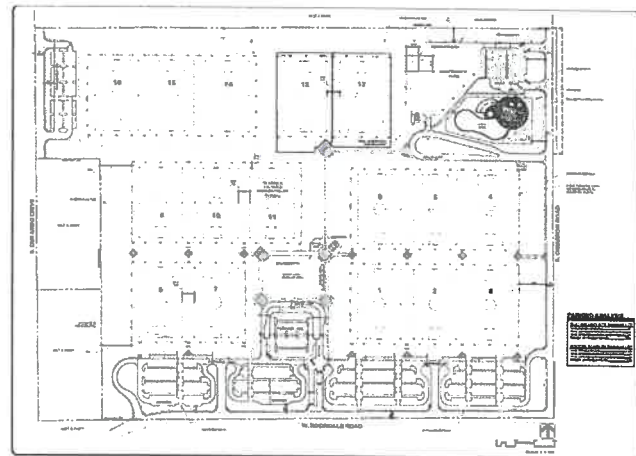


Interwest maintains a system to track each project assigned, so that the current status of any project may be reported to City staff upon request. Project status includes the estimated completion date and the name of the reviewer having custody of the documents. Interwest provides the City with a written monthly report for every project being reviewed by Interwest staff. The report includes the project name; the City's tracking number and a brief description of the project; the name of the person(s) who actually performed work on the project; the date and time documents were received and by whom; the date for completion of review; the current review status; and the number of rechecks to date.

### Southwest Regional Sports Complex

CLARK COUNTY

Interwest provided the constructability review of the civil site and underground, mechanical, electrical and structural portions of the Southwest Regional Sports Park project located in the Spring Valley area of Clark County. The total project consists of 16 soccer fields, a playground area, associated parking lots, restroom facilities, a maintenance building, and a trash and irrigation pump enclosure. Interwest's civil, mechanical, electrical and structural engineers provided a detailed and thorough review of the building plans, site plans, on-site infrastructure plans, geotechnical



report, structural calculations and project specifications to verify that the project was designed in accordance with the governing codes and to verify that the drawings were appropriately detailed and coordinated to avoid potential problems during construction. The goal of the constructability review is to provide clear, concise and complete documents to facilitate construction and minimize the number of RFIs, change orders, and additional unforeseen costs.

### Salus Surgery Center

LAS VEGAS

This project consisted of a tenant improvement within an existing 11,872 SF wood-framed one-story shell building. The tenant improvement converted the existing shell building into an ambulatory surgical center with five pre-operation bays, four operation rooms, six stage 1 recovery bays, five stage 2 recovery bays, and two private recovery rooms, in addition to a receptionist area, a waiting room, an anesthesia workroom employee lounges and miscellaneous other rooms. The project was classified as

I-2 (hospital) occupancy with type V-A (sprinklered) construction. The project was classified as occupancy category IV per ASCE 7-10 Table 1-1 which triggered an upgrade of the lateral force resisting system. The upgrade of the lateral force resisting system consisted of strengthening the existing wood framed shear walls and retrofitting the shear walls with larger holdowns to resist the increased calculated lateral loads. In addition, new structural supports were installed in the building to support the new medical and mechanical equipment. Interwest staff designed and reviewed using the IBC, UMC, UPC, NEC and the International Energy Conservation Code with Southern Nevada Amendments.

### Las Vegas CityCenter

### LAS VEGAS

Interwest provided life safety and structural plan review services. Life safety plan review services included review of master exiting plans for buildings utilizing elaborate smoke control systems, review of tenant improvements for a variety of uses and occupancies, and plan review for compliance with physical access requirements. Structural plan review services included review of various structural elements including buildings, parking structures, and deferred approval items such as curtain walls, elevator hoist way guide rails and equipment, multistory exit enclosure stairs, as well as review of structural modifications resulting from design changes before and during construction.



Located in Nevada on the Las Vegas strip, the CityCenter development is one of the largest privately funded development projects in the United States. Contained within its 22 million square feet of space are six high-rise buildings ranging from 36 to 65 stories in height, three monorail transit stations, a 225,000 SF convention center, a 500,000 SF covered mall, 70,000 SF of spa, a 2,000 seat theatre, a performing arts center, 900,000 SF of area for back of house operations, a fire station, a power plant and five massive aboveground parking structures as well as an extensive underground parking garage.

Four glass-clad skyscrapers are arranged on the site in a half circle highlighting the twin Veer towers which serve as the resort's centerpiece. The towers are connected by the underground parking area and connected above grade by the ultra-modern Crystals mall. In addition to the buildings, the project also includes the construction of three tram stations, several pedestrian bridges and acres of pools.

Additionally, during the three-year construction process, Interwest provided specialized structural plan review services at the project site entailing the review of proposed corrections to identified structural issues for compliance with structural building codes. Interwest provided a structural engineer on-site to review all structural revisions, change orders, requests for information and non-compliance report corrections. The goal of the on-site review was to expedite the plan review and approval process and to ensure that construction continued at a rapid pace. Interwest's on-site structural engineer worked closely with the project engineering design teams in a collaborative effort to resolve construction related issues as quickly and efficiently as possible while maintaining a high level of integrity and quality in the structural design of the building structures. Interwest's in-facility services are credited with helping to keep this unique fast pace project on track.



### McCarran Airport Terminal 3 Elevated Roadways & Bridges

LAS VEGAS

This project comprised of four bridge structures and retaining walls designed per AASHTO LRFD Specifications and the Southern Nevada Building Code. The bridges are multi-span, hinge-connected structures. They are comprised of composite precast, post-tensioned concrete box girders supporting concrete decks, in turn supported by shallow foundations at the piers and abutments. The bridges are designed to support HL93 vehicle loads.



### Clark County Development Services Addition & Remodel Project

CLARK COUNTY

The Clark County Development Services Expansion and Remodel project consisted of a 95,856 SF addition to an existing building and an extensive remodel to the existing building. The new addition was a 2-story steel framed structure with A-3, B and S-2 occupancies and Type II-B construction. Interwest staff provided a constructability review of the architectural, structural, electrical, mechanical, plumbing and civil portions of the project. The focus of the review was to provide complete and well detailed drawings to avoid problems during construction of the project and to reduce change orders, field revisions, RFIs and additional costs during construction.



### Clark County Hollywood Aquatic Center

CLARK COUNTY

The Hollywood Aquatic Center project consists of a 13,596 SF indoor pool structure and 16,246 SF of support facilities, which includes locker rooms, mechanical rooms, storage rooms, office space, lobby, reception area, concessions and other associated facilities. Also included in the project is an outdoor pool and water park facility that consists of water slide structures. The new building structure is a one story structure with a Group A4 occupancy classification and Type II B construction. The indoor pool structure is constructed of structural steel framing with long-span steel roof trusses supported by wide-flange perimeter beams and steel columns. The lateral force resisting system for the indoor pool structure consists of conventional braced frames. The support facility is constructed of concrete masonry units, (CMU), bearing walls supporting steel open-webbed roof joists and wide flange beams where required. The lateral force resisting system for the support facility is CMU shear walls. The roof system for all buildings consists of corrugated steel roofing covered with built-up roofing. The



foundation system for the project consists of conventional continuous and isolated pad footings supporting the steel columns and CMU bearing walls.

#### **Clark County Public Works Multi-Use Center Phase I**

#### **CLARK COUNTY**

The Clark County Public Works project consisted of a new 19,372 SF, two-story building with a B occupancy classification. The new building is constructed of steel wide flange beams at the roof and second floor levels supporting composite steel deck with concrete topping slab at both the second floor and roof levels. The steel roof and floor framing is supported by steel HSS columns and concrete bearing walls. The lateral force resisting system for the structure consists of concrete shear walls. The foundation system for the project consists of isolated pad footings and mat foundations at the concrete shear walls.



#### **Nevada State College, Nursing & Science Education Buildings**

#### **NEVADA PUBLIC WORKS**

Interwest provided plan review services for the State of Nevada Public Works Board for this new 65,205 SF three-story building. This fully fire sprinklered education building included A3 and B occupancies and was constructed utilizing Type II-B construction. All plan review services were completed within agreed upon times and all services were provided within the established project budget.



**EXHIBIT B**  
**2024 - 2025 Hourly Rate Schedule Proposal**



July 15, 2024

Valarie Evans MCP, CFM  
Building Official  
Land Development and Community Services  
Building Safety and Fire Prevention  
City of North Las Vegas  
2250 Las Vegas Blvd. North  
North Las Vegas, NV 89030

Subject: Request for Rate Increase for CONTRACT FOR BUILDING PLANS EXAMINATION SERVICES – DATED SEPTEMBER 4, 2019

Dear Ms. Evans,

As you know Interwest has been providing building plan review services under contract since September of 2019. Since inception of the contract, Interwest has not raised rates.

Respectively, you can imagine our costs of performing these services has increased substantially over the past 4-½ years. For reference, in reviewing the Consumer Price Index (CPI) from September 2019 to June 2024, the cost index has risen by over 22%.

In recognition of our partnership with the City of North Las Vegas, and our commitment to minimize the impact to city budgets we propose the following rates for the 2024/2025 FY, which are consistent with the disciplines scheduled in the current agreement.

- |   |     |
|---|-----|
| a. Complete Plan Check –                | 75% |
| b. Structural Review Only -             | 40% |
| c. Architectural / Energy Only –        | 35% |
| d. Architectural / Accessibility Only – | 35% |
| e. Mechanical / Plumbing / Energy –     | 25% |
| f. Electrical / Energy –                | 25% |

We look forward to and appreciate the opportunity to continue to serve the City of North Las Vegas. Should you have any questions or concerns about the above, please do not hesitate to contact me.

Sincerely,

Paul Meschino  
President  
Interwest Consulting Group, Inc.  
[pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com)  
(619)372.9962