

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
4LEAF, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and 4LEAF, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide inspections, plan review and staffing services as requested by the City, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such

additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence providing the services set forth in this Agreement on July 1, 2022 ("Service Commencement Date"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Service Commencement Date, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise

under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

4LEAF, Inc.
5140 Birch Street, Second Floor
Newport Beach, CA 92660
Tel: (925) 462-5959
Attn: Marcus Johnson

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5604
Attn: Ziad Doudar

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this

Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DEPARTMENTAL APPROVAL:

Jennifer Le
Economic and Development Services
Director

Date: _____

Raja Sethuraman
Public Services Director

Date: _____

Daniel Stefano
Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Code Enforcement Staffing Services:

Development Services Department

1. Provide the services of code enforcement officers to conduct field inspections to ensure compliance with appropriate codes, ordinances and regulations and to investigate complaints of possible code violations; prepare reports of conditions and notices of violations and similar notices; issue citations for violations of the Municipal Code.
 - a. Code Enforcement Officer
 - b. Senior/Supervisor Code Enforcement Officer
 - c. Chief/Manager of Code Enforcement
2. Assist the City in prosecution of violations, including preparing files for criminal and/or civil code complaints and providing court testimony.
3. Utilize City electronic and paper files to research previous and/or related permits.

Permit Technician Staffing Services:

Development Services Department

1. Provide the services of a permit technician to cover the Planning Department Building Services public counter, answer phone calls, and issue permits.
2. Maintain communications with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants.
3. Utilize City electronic and paper files to research previous and/or related permits.

Inspection Services:

Development Services Department (Building Division)

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
3. Provide the services of a Certified Accessibility Specialist (CAsp).
4. Recognize and require soil tests where evidence indicates soil instability.
5. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
6. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
7. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.

8. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
9. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
10. Inspect **public right-of-way structures** alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
11. Utilize City electronic and paper files to research related and/or previous cases.
12. Be available during an emergency or natural disaster to assist the City with inspection services.
13. Testify in court, if necessary.

Fire Department

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
3. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
4. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
5. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
6. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
7. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
8. Utilize City electronic and paper files to research related and/or previous cases.
9. Be available during an emergency or natural disaster to assist the City with inspection services.
10. Testify in court, if necessary.
11. Provide other duties as approved by the Fire Marshal

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-

layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geo database or shape file format.

Public Services Department

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate regulations and standards, including all local and state requirements.
3. Recognize and require soil tests where evidence indicates soil instability.
4. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
5. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolve any questions or problems prior to commencing work.
6. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
7. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
8. Inspect **public right-of-way structures** alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
9. Utilize City electronic and paper files to research related and/or previous cases.
10. Be available during an emergency or natural disaster to assist the City with inspection services.
11. Testify in court, if necessary.

Plan Check Services (Information)

Standard Plan Review: Proposals shall indicate how standard plan review of plans assigned to Consultant by the City of Costa Mesa will be accomplished. Standard review shall be completed in a maximum of 10 calendar days from the date the City assigns the plan for review. For all Standard plan review the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Based on **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based on the attached Building Valuation Data Table. The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.

Expedited Plan Review: This process shall be employed when the applicant wishes to expedite the review of plan. Presently, applicants are allowed to negotiate timeframes and fees with any of the City's Consultants. The City of Costa Mesa is currently looking at modifying its existing procedures as follows:

The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. **The City collects 25% of the Plan Check fee and the Consultant shall charge the customer 100% of the Plan Check fee.** The Consultant shall complete its initial review in **half the time specified** by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. **The City reserves the right to modify the process of the collection of fees.**

Large Public Projects: The City reserves the right to ask consultants to bid on plan check documents for large public projects, such as, libraries, fire stations, etc. In such case, the City will solicit bids from its approved consultants and award the plan review to the lowest bidder.

Large Private Projects: If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

Plan Check Services

Development Services Department (Building Division)

1. Upon request of the City, consultant shall assign regular office hours to plan review positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, and California Electrical Code, amendments to these codes, and other applicable governmental codes and regulations.
 - a. 2019 California Residential Code
 - b. 2019 California Building Code Volume 1
 - c. 2019 California Building Code Volume 2
 - d. 2019 California Fire Code
 - e. 2019 California Mechanical Code
 - f. 2019 California Electrical Code
 - g. 2019 California Energy Code
 - h. 2019 California Plumbing Code
 - i. 2019 California Green Building Code
3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.

4. E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
5. Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
6. Return plans to the City for the first check no later than City standards including re-submittals.
7. Turnaround timeframe for an expedited plan check is half the time of a regular plan check.
8. When requested, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
9. Route plans to various City departments via plan technicians or electronically; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
10. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants in a timely manner.
11. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
12. Manage the project schedule in accordance with City's adopted timeframes.
13. Utilize City electronic and paper files to research previous and/or related permits.
14. Be available during an emergency or natural disaster to assist the City with inspection services.
15. Document all time tracking according to City requirements and specifications in a clear, concise, timely manner.

Fire Department

Plans may be assigned to consultants for review in **one of two categories**:

1. Fire Protection System Plan Review:
 - a. Proposals shall indicate how standard plan review of plans referred to the consultant by the City will be accomplished. Standard review shall be completed in a **maximum of ten calendar days from the date the City assigns the plan for review**. For all standard plan reviews, the City charges the customer 40% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule**. The **proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed**. If plan review fee(s) for a larger project exceeds a reasonable plan review cost recovery based on the project review time, the City reserves the right to request that the review be completed at the hourly review rate rather than the standard calculation. An example of the fee breakdown is:
 - b. **Hood Suppression System** – Fee is \$360 + \$7 per nozzle. A system with 10 nozzles would be
 $\$360 + \$70 = \$430$. $\$430 \times 60\% = \258 in permit fees. $\$430 \times 40\% = \172 in plan review fees. The proposal shall include the percentage of the \$172 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.

- c. **New NFPA 13 Sprinkler System** – Fee is \$775 + \$7 per head. A system with 100 nozzles would be \$775 + \$700 = \$1475. \$1475 X 60% = \$885 in permit fees. \$1,475 X 40% = \$590 in plan review fees. The proposal shall include the percentage of the \$590 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
- 2. **Fire and Life Safety Plan Review**
 - a. Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.
 - b. **Expedited Plan Check**
 - i. This process shall be employed when an applicant wishes to expedite the review of plans. The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The city shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City. The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

Public Services Department (Engineering and Transportation Services Divisions)

- 1. Upon request of the Public Services Department, consultant shall assign regular office hours to plan review positions to perform in-house plan check services.
- 2. Review construction plans and calculations for their compliance with the latest or applicable editions of the Standard Plans for Public Works Construction, the "Greenbook" specifications, Caltrans Standard Plans, Caltrans Specifications, City of Costa Mesa Standard Drawings, California Manual on Uniform Traffic Control Devices (CA-MUTCD), and other applicable governmental codes and regulations. Also, must review for compliance with the City's Municipal Code, City's standards, county, and state ordinances and regulations.
- 3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
- 4. E-mail plan check corrections to the designated Public Services Department (Engineering Division and/or Transportation Services Division) staff and provide pertinent information required on applicable permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, construction type, etc.

ATTACHMENT 1
BUILDING PERMIT FEES

TABLE 1A-A – BUILDING PERMIT FEES

	<i>NEW CONSTRUCTION</i> ^{1, 3}		<i>ALTERATIONS</i> ^{1, 2, 3}		<i>NO</i> <i>PLANS</i> ^{1, 2, 3}
TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PERMIT ISSUANCE FEE
	<i>NEW CONSTRUCTION</i> ^{1, 3}		<i>ALTERATIONS</i> ^{1, 2, 3}		<i>NO</i> <i>PLANS</i> ^{1, 2, 3}
TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

NOTES:

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

Editor's Notes:

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.

EXHIBIT B
CONSULTANT'S PROPOSAL

PROPOSAL TO PROVIDE ON-CALL INSPECTION, PLAN REVIEW, & STAFFING SERVICES (RFP #22-12)

TO THE
CITY OF COSTA MESA



SUBMITTED BY



4LEAF, INC.

ENGINEERING . CONSTRUCTION MANAGEMENT
PLAN CHECK . BUILDING INSPECTION . PLANNING

TABLE OF CONTENTS



SECTION 1 COVER LETTER	1-2
SECTION 2 BACKGROUND & PROJECT SUMMARY	3-4
SECTION 3 METHOD & APPROACH	5-12
SECTION 4 QUALIFICATIONS OF THE FIRM	13-19
SECTION 5 KEY PERSONNEL	20-27
SECTION 6 FINANCIAL CAPACITY	28
SECTION 7 DISCLOSURE	29
APPENDIX 1 KEY STAFF RESUMES	
APPENDIX 2 FORMS	

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 1

COVER LETTER

City of Costa Mesa
Finance Department
ATTN: Jackqueline Nguyen
77 Fair Drive 1st Floor
Costa Mesa, CA 92626

March 31, 2022

RE: Proposal to Provide On-Call Inspections, Plan Review, and Staffing Services (RFP # 22-12).

Dear Ms. Nguyen,

4LEAF, Inc. (4LEAF) is pleased to present our proposal to provide On-Call Inspection, Plan Review, and Staffing Services to the City of Costa Mesa (City). 4LEAF has been providing a range of services to 400+ clients throughout California for more than 20 years and we are humbled to show the City the extent of what we can offer. 4LEAF is the ideal consultant choice for the following reasons:

☑ Local Presence

We work with many local municipalities providing the requested services. We have the local personnel ready to service the City and are supplying services to approximately 300 public agencies throughout California, including Southern California municipalities such as:

- City of Anaheim
- City of Fontana
- City of Indian Wells
- City of Whittier
- City of San Bernardino
- City of La Quinta
- City of Chino Hills
- City of Malibu
- City of Victorville
- City of Rialto
- City of Hemet
- County of Los Angeles

☑ Approach

Our staff incorporates the right combination of experience, education, certifications, and registrations, which allow the 4LEAF team to provide a range of resources catered to the requirements of each client and project. 4LEAF principals and project managers have the experience and confidence to handle any request—you will be working with staff who understand your department and service protocols. **4LEAF's approach to providing services to the City is straight-forward:**

- Provide **highly-qualified professionals** who know how to partner successfully with the City
- Supply **proven resources and innovative ideas**
- Offer **resource reliability and flexibility**
- **Respond** to the City's needs
- **Communicate** with the City, Developers, Contractors, Architects, and homeowners

☑ Depth of Resources

Regardless of the type of personnel you are looking for, 4LEAF has the depth of resources to provide quality staff on short notice. 4LEAF has a proven track record of providing building officials, inspectors, permit technicians, and plan review engineers typically **within 24 hours of request**. 4LEAF can serve any building, fire inspection, or plan review need the City may have, regardless of duration.

☑ **Full-Service Firm**

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Building, Planning, Public Works, and Fire Department services and has qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. For the scope of this contract, our services include:

- **Inspection:** We have over 200 inspectors on staff who specialize in Residential, Commercial, Industrial, Energy, Fire, ADA, Solar, and Public Works projects. We have a track record of providing inspectors as-needed for long- or short-term projects, including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.
- **Code Enforcement:** 4LEAF staff have the experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.
- **Permit Technician Services:** 4LEAF has over 60 Permit Technicians on staff who can provide either on-site or remote permit counter support to the City.
- **Plan Review Services:** 4LEAF is an industry leader in Plan Review services and has a team of Structural Engineers, Accessibility Specialists, and Mechanical/Electrical/Plumbing/Fire Plans Examiners. We provide courier services that guarantee less than 24-hour pickup and delivery of all plan reviews performed off-site, and we also offer electronic and expedited plan review services upon request.

☑ **Leadership**

The contract with the City of Costa Mesa will be managed by Marcus Johnson. As an ICC Certified Inspector, Plans Examiner, and Project Manager with more than 17 years of municipal Building Department experience, Marcus is a valuable team member and skilled Project Manager who will dedicate his time and resources to fulfilling the project needs communicated by the City.

☑ **Contact**

Executive Project Manager Director of Operations	Company President	4LEAF Local Office
Marcus Johnson Office: (949) 877-9432 Mobile: (909) 916-0511 Email: MJohnson@4leafinc.com	Kevin J. Duggan Office: (925) 462-5959 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	5140 Birch Street, 2 nd Floor Newport Beach, CA 92660 Office: (949) 877-9432 Website: 4LEAFINC.COM

As President of 4LEAF, I am authorized to negotiate on behalf of the firm. We appreciate this opportunity to present our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information above.

Respectfully submitted,



Kevin J. Duggan
President

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 2

BACKGROUND & PROJECT SUMMARY

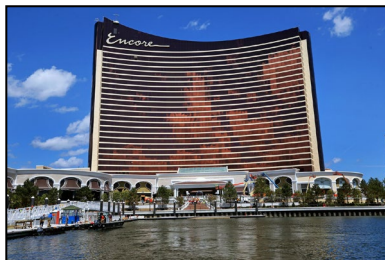
SECTION 2: BACKGROUND & PROJECT SUMMARY

Mixed-Use Experience

4LEAF is uniquely qualified to work on mixed-use projects of any size. Our team completed the Plan Review and Project Inspections for the entire \$2.6 billion Wynn Casino project on behalf of the City of Everett, MA where we comprised a team of Building Inspectors, Plans Examiners, and Permitting Specialists.



4LEAF also provided the Plan Review and Inspection services for the \$6 billion Apple Campus 2 Corporate Headquarters in the City of Cupertino, CA, the Tiverton Casino Development located in the Town of Tiverton, RI and the South of Tioga Eco Resort located in the City of Sand City, CA.



We have the resources to deploy staff to any state and as you can see in the limited examples listed above, we have provided services all over the country. Our team is well-equipped and qualified to perform services for any project and in any location. By choosing 4LEAF, you are choosing a company that prides itself on quality work, top-notch customer service, experienced staff, and a multitude of project experience. Please review our scope of services and project examples below in order to gain more understanding about our firm and how we can help achieve the City's project goals.

Snapshot of Services

Inspection	Fire	Planning
• Leed Accredited Professionals • Inspectors of Record • Program Analysis & Studies • Correcting Code Deficiencies • Investigating Complaints • Violation Issuance • Jurisdictional Inspectors ❖ Residential & Commercial • ICC-certified Plan Reviewers • Certified Accessibility Specialists • ICC-certified Building Officials • Complete Building Dept. Services • On- and Off-Site Plan Review • Property Condition Surveys • Industrial, Energy, & Solar Plan Review and Inspections	• Compliance for Site Access Reqs. • Compliance for Fire Flow Reqs. • Review of Fire Prevention, Suppression, and Detection Systems • Code Compliance for Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump • Hazardous Occupancies, High Piled Storage, and Smoke Control Systems • Review of Alternate Means • Review of Methods Requests • Annual Business Inspections • Complete Fire Prevention Services • Fire Alarm/Sprinkler Inspections • Special Event Permits • Hazardous Materials Inspections	• Current and Long-Range • Phase I & II Environmental Assmnts. • CEQA Review • Initial Studies • Environmental Impact Reports (EIR) • Emer. Ordinance & Policy Drafting • Review for Rebuilds and Temporary Housing • Housing & Safety Elements • Site Inspections • Application Processing • Developing Submittal Forms • Property Research • Land Use Applications • Design Review • Cannabis Regulations

Background and Project Experience

We hope the City will choose 4LEAF as their On-Call Inspection, Plan Review, and Staffing Services consultant and through hard-work, we will prove our value to your team. Our goal is for the City to view 4LEAF the way our other clients view us. In many ways we want to be an extension of your team. We will communicate with your staff in the most positive customer service manner possible. Your account will be managed by Marcus Johnson. Marcus manages the majority of 4LEAF's Building Department clients and understands the needs of your department and has expertise with inspection/plan review staffing. Marcus will be available to discuss the technical details of plan review and engineering consulting.

We anticipate a comfortable relationship where we can discuss needs and resolutions openly and honestly. You will find 4LEAF's email, office phone, and cell phones on all of our business cards. Most importantly, we hope this is the beginning of a long-lasting relationship. 4LEAF has an impeccable reputation of client retention.

Customer Service

The most common compliment 4LEAF receives from our clientele is of our timely responsiveness. Our employees and in particular, our management staff are diligent about being available to our clients. 4LEAF is a 24/7 operation. We encourage our clients to call us whenever a need arises. From questions to staff needs, 4LEAF will provide timely responses to all requests.

Our approach is help our clients manage their operation effectively by providing resources upon request. Whether it is plan review, inspection, CASp, Public Works personnel, etc., 4LEAF will be there to assist you. We implore you to call our references and ask about our service. Our responsiveness and depth of inspection personnel has helped us grow to be the fastest growing and one of the largest plan review and inspection service providers throughout California.

Phone Calls and Emails will be returned each day as soon as possible. We understand the need for timely responses and we have a policy that all correspondence must be answered within 24 hours. Many clients even have taken advantage of text messaging which we encourage for instant response.

Unforeseen Workloads

4LEAF's extensive list of qualified plan review staff affords us the ability to provide and maintain excellent service delivery even with unforeseen workloads. In addition to full-time staff, we also have several part-time staff available when peak demands are reached in order to ensure superior quality reviews are maintained and turnaround timeframes are not compromised.

Staff Training

4LEAF and its staff always stay up to date with the current code updates and training courses offered by local chapters of the International Code Council and other industry groups. 4LEAF provides each staff with a \$500 per year stipend that they are able to utilize for industry training. In addition, 4LEAF utilizes a tracking program to monitor our staff's Continuing Education Units and maintain their current certifications.

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 3

METHOD OF APPROACH

SECTION 3: METHOD OF APPROACH

Code Enforcement Services

4LEAF can provide the City with experienced Code Enforcement services for to address current and upcoming project needs. Services provided to the City shall include but not be limited to:

Inspections

4LEAF can provide certified and qualified staff to perform Code Enforcement inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties being inspected are compliant with applicable sections of the current editions of the International Property Maintenance Code, City Code, CA Building Code, and any Code adopted by reference by the City of Costa Mesa.



4LEAF staff will be qualified to verify that onsite conditions are consistent with the City's records for development approvals, square footage, setbacks, heights, and other requirements that may be applicable. 4LEAF staff are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the City.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of City Code exists, and consulting with City Counsel as required when requested by the Code Enforcement Chief.
- Comply with the City's procedures for reporting inspection results and deficiencies.
- Using City inspection correction forms.
- Making appropriate entries in City records.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a code enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and City staff on a daily basis as needed.

Enforcement

4LEAF staff have the experience in working cooperatively with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in using administrative processes including the issuance of administrative citations to credibly establish at the administrative level that violations of law exist on a property. 4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary.



Building Department Services

4LEAF has a proven track record of providing Permit Technician/Counter staff to jurisdictions. The 4LEAF pool of talented professionals includes qualified and experienced permit technicians capable of providing all permit processing and counter services. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required.

Our staff encompasses the right combination of experience, education, and certifications. 4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter.

Typical duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

4LEAF has numerous of Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job.

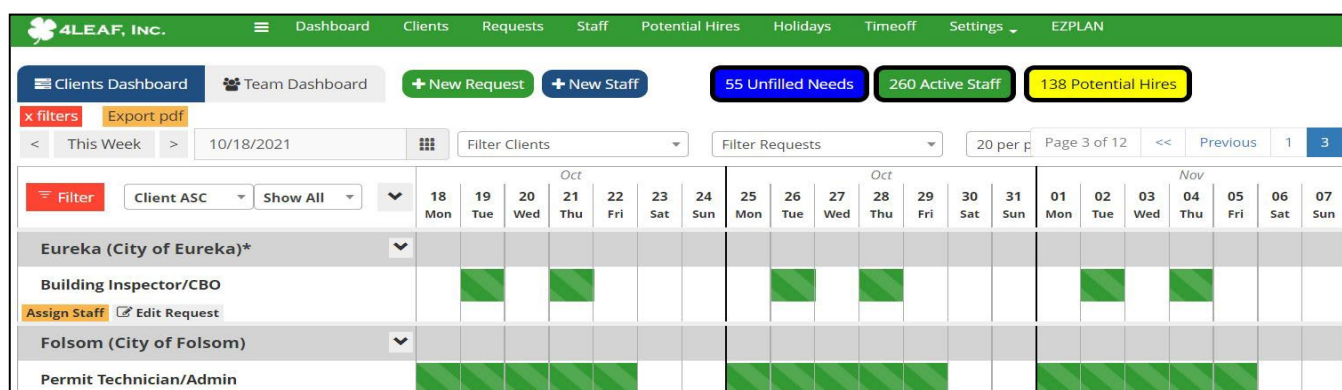
Building Department Services Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 1 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 1 Days	< 5 Days
Building Official	< 1 Days	< 7 Days

Inspection Services

4LEAF has a team of more than 175 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work in the Orange County area who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Southern California, Central Coast, Northern California, Peninsula/South Bay, East Bay, North Bay, and Central Valley.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

Plan Review Services

4LEAF will provide Plan Review for any type of structure to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASP) compliance, and all other applicable ordinances. The types of projects we provide these services for include Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software. **We have a robust amount of experience with software that aids in the implementation of process mapping, such as e-PlanSoft, TRACKit, EnerGov, Accela, and iWorq.**

Plan Review QA/AC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Costa Mesa each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Costa Mesa with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Costa Mesa or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

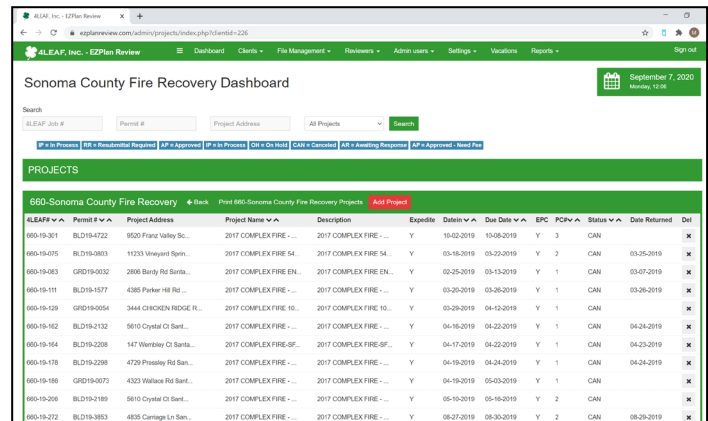
Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Costa Mesa processing requirements and return them to the City, along with our letter of completion.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.

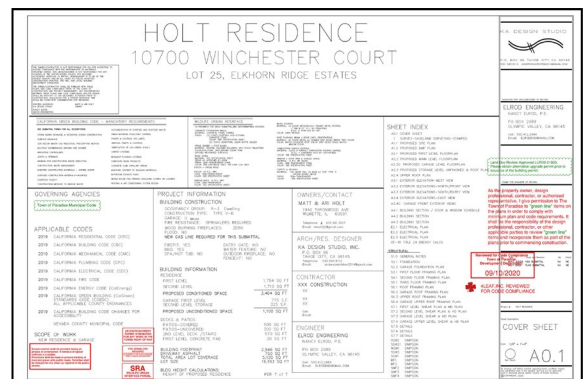


4LEAF	Permit #	Project Address	Project Name	Description	Expedite	Date in	Due Date	EPC	PCPR	Status	Date Returned	Del
600-19-301	BLD19-4722	9020 Franc Valley Sc...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	19-02-2019	10-08-2019	Y	3	CAN		
600-19-075	BLD19-0803	11233 Vineyard Spn...	2017 COMPLEX FIRE S4	2017 COMPLEX FIRE S4	Y	05-16-2019	03-20-2019	Y	2	CAN	03-25-2019	
600-19-083	GRD19-0002	2806 Sandy Rd Santa...	2017 COMPLEX FIRE EN...	2017 COMPLEX FIRE EN...	Y	02-25-2019	03-13-2019	Y	1	CAN	03-07-2019	
600-19-111	BLD19-1577	4385 Parker Hill Rd...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	03-20-2019	03-26-2019	Y	1	CAN	03-26-2019	
600-19-129	GRD19-0554	3444 CHORON RIDGE R...	2017 COMPLEX FIRE 10...	2017 COMPLEX FIRE 10...	Y	03-29-2019	04-12-2019	Y	1	CAN		
600-19-162	BLD19-2132	9810 Crystal Ct Sant...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	04-16-2019	04-22-2019	Y	1	CAN	04-24-2019	
600-19-164	BLD19-2208	147 Wrenley Ct Santa...	2017 COMPLEX FIRE-SF...	2017 COMPLEX FIRE-SF...	Y	04-17-2019	04-22-2019	Y	1	CAN	04-23-2019	
600-19-178	BLD19-2208	147 Wrenley Rd San...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	04-19-2019	04-24-2019	Y	1	CAN	04-24-2019	
600-19-188	GRD19-0075	4329 Wallace Rd Sant...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	04-19-2019	05-03-2019	Y	1	CAN		
600-19-206	BLD19-2189	9810 Crystal Ct Sant...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	05-10-2019	05-16-2019	Y	2	CAN		
600-19-272	BLD19-3853	4825 Cottage Ln San...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	08-27-2019	08-30-2019	Y	2	CAN	08-26-2019	

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.



Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 300 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:



Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF's plan review engineers have a design background and work well with project designers.

APPROACH

Our Fire team is comprised of experienced Fire Plan Reviewers, Fire Protection Engineers, Fire Marshals, and Fire Chiefs. 4LEAF's fire inspectors are all **ICC and/or OSFM Certified** and experienced working within a municipal work environment. Our fire plan review and inspection processes similarly follow the procedures and timelines outlines in our Building plan review and inspection sections. We have worked on several high-profile contracts for fire prevention services and recovery programs including:

- Jackson County, Oregon – Fire Recovery Program
- Santa Cruz County – Fire Recovery Program
- Solano County – Fire Recovery Program
- Sonoma County – Fire Recovery Program
- Town of Paradise – Fire Recovery Program
- City of Victorville – Fire Prevention Program and Fire Plan Review Services
- University of California, Santa Barbara – Fire Plan Review Services
- City of Murrieta Fire Department – Fire Plan Review, Fire Inspection, and Fire Marshal Services
- Livermore Pleasanton Fire Department – Fire Review and Inspection Services
- City of Oakland Fire Department – Fire Plan Review Services
- City of Malibu – Fire Recovery and Plan Review Services

Fire Plan Review Services

4LEAF can provide plan review services for all types of occupancies and construction types to ensure compliance with all adopted codes, local ordinances and state and federal laws, ordinances, regulations, and standards that pertain to Fire Life Safety Including, but not limited to:

- CA Title 24, Parts 2, 3, 4, and 9
- NFPA 13, 13R, 13D, 24, and 72
- Local amendments to the California Building and Fire Codes
- California Health and Safety Code
- Murrieta Fire Standards & Municipal Codes
- National Fire Protection Referenced Standards

4LEAF is one of the Fire Life Safety industry's leaders in Plan Review Services. Our Fire Plan Review Services include:

- Compliance for Site Access Requirements
- Compliance for Fire Flow Requirements
- Review of Fire Prevention, Suppression, and Detection Systems
- Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump Code Compliance
- Hazardous Occupancies, High Piled Storage, and Smoke Control Systems
- Review of Alternate Means
- Review of Methods Requests
- Annual Business Inspections
- Complete Fire Prevention Services
- New Construction Inspections
- Fire Alarm/Sprinkler Inspections
- Special Event Permits
- Hazardous Materials Inspections
- In-House Plan Review
- Off-Site Plan Review
- Code and Standards
- Public Education and Safety Training

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 4

QUALIFICATIONS OF THE FIRM

SECTION 4: QUALIFICATIONS OF THE FIRM

4LEAF is a California “C” Corporation that was established in 1999 and incorporated in 2001. Our extensive team of professionals are fully equipped with training and experience to provide complete services including Plan Review, Project Inspection, and Code Enforcement to municipal Building, Planning, Fire, and Public Works Departments. Our goal is to set the industry standard for excellent customer service, and we have grown to more than 400 personnel (including more than 200 Building Inspectors) throughout California, Oregon, Washington, Nevada, and New England.

Management Team

Director of Operations/Exec. PM: Marcus Johnson

Phone: (909) 996-0511

Email: MJohnson@4leafinc.com

Building Services Manager: Lorena Soules, CASp

Phone: (310) 748-4852

Email: LSoules@4leafinc.com

Director of Code Enforcement: Pete Roque

Phone: (562) 569-0098

Email: PROque@4leafinc.com

Supervising Plan Review Engineer: Davison Chanda

Phone: (559) 978-8529

Email: DChanda@4leafinc.com

Office Locations

Southern California

5140 Birch Street, Second Floor
Newport Beach, CA 92660

Santa Cruz

701 Ocean Street
Santa Cruz, CA 95060

Washington

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

Bay Area - Headquarters

2126 Rheem Drive
Pleasanton, CA 94588

Sacramento

8896 North Winding Way
Fair Oaks, CA 95628

4LEAF Consulting, LLC

125 E. Reno Ave., Suite 3
Las Vegas, NV 89119

San Diego

402 West Broadway, Suite 400
San Diego, CA 92101

Paradise

6848 Skyway, Suite F
Paradise, CA 95969

New England

132 Central St., Suite 210
Foxboro, MA 02035

Mission

4LEAF strives to be the best firm by providing our clients with outstanding customer service and first-rate services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become an industry leader in providing Building & Safety Services to both public and private clients. We have worked with Building, Fire, Planning, and Public Works departments in the construction, rehabilitation, and repair of public and private buildings and have partnered with design review and preservation boards to determine building improvement criteria and associated project requirements.

We have a depth of experience in working with all types of building structures and have performed Inspection and Plan Review services on more than \$50 billion dollars in construction throughout the past 20 years. We have

been aggressively expanding our Code Enforcement and Planning Divisions in recent years and have doubled our team of professionals in these areas to further strengthen our project endeavors.

4LEAF's Code Enforcement staff is dedicated to preserving and enhancing the quality of life for the residents in our client jurisdictions and work toward a goal of resolving problems efficiently and safely. Enforcing and upholding municipal codes (including weed and community preservation, unpermitted construction, unsafe property conditions, hazards to public health, and zoning) is of utmost importance to us. Our Code Enforcement Division endeavors to improve communities through education, cooperation, and responsive enforcement.

Our Community Development staff have worked with Building and Planning Departments in the construction, rehabilitation, and repair of both public and private buildings as well worked with design review and preservation boards to determine the design criteria and associated project requirements of building improvements. In addition, our staff has performed inspections and plan reviews for public and private building structures for compliance with life-safety and accessibility requirements.

We have provided plan review and inspection services for thousands of residential projects, tenant improvements, and complex commercial projects including marijuana facilities office campuses, parking garages, hotels/resorts, transportation facilities, city/county-owned buildings, universities, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. In addition, our team has performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

We have a proven track record of reviewing and inspecting projects of all sizes and complexities including:

Type B Commercial Construction	Refinery Facilities	Laboratories
City/County-Owned Facilities	Site Work	Power & Energy
Large Campuses	Waterfront	Marijuana Facilities
Fire Recovery Services	Multi-Family Projects	Military Projects
Stadiums/Arenas	Healthcare Facilities	Essential Service Facilities
Commercial Office Parks	Transportation Facilities	Detention Facilities

Professionals

Title	# of Staff	Title	# of Staff
ICC Certified Plans Examiners	40+	ICC Certified Inspectors & IORs	175+
ICC Certified Building Officials	20+	Registered Architects	5+
Registered Engineers (PE, SE)	20+	ICC Permit Technicians	30+
Code Enforcement Staff (PC832)	25+	CASp	14
Construction Managers/Inspectors	40+	Fire Plans Examiners & Inspectors	30+

Project References

County of Los Angeles

Permit Technician, Building Inspection, Plan Review Services

4LEAF provides Los Angeles County (County), within 48 hours of notification, qualified personnel for on-call building and safety inspection, permit technician, and related services.



4LEAF provides the County with inspection services that consist of combination building inspection services, code enforcement/property rehabilitation services, and business license clearances. Combination building inspection services provided during the construction phase of various private and County improvement projects. Code enforcement/property rehabilitation services will be performed through inspection of properties, filing notices and complaints against violators of County building laws, documenting, and preparing violation cases for the District Attorney's office and/or County Counsel, testifying in court, and public nuisance abatement utilizing specified County procedures and policies. Business license clearances will be conducted on an on-call basis. Personnel may be required to inspect and report to sites located throughout Los Angeles County. Personnel will also be expected to review electronic/digital plans and documents as directed by the County.



4LEAF provides all labor, materials, transportation, and equipment necessary for personnel to perform these services throughout Los Angeles County. Equipment includes, but is not limited to: business cards, email-enabled smart phones or equivalent, digital cameras, and electronic portable devices such as notebook computers, tablets, or any other additional devices as determined by the County. The equipment shall be of a type acceptable by the County. Materials shall include, but are not limited to, all necessary code books and reference materials.

Staff requested by the County includes:

- Permit Technician
- Building Inspector
- Building Inspector + CASP
- Building Inspector (prevailing wage)
- Senior Building Inspector
- Senior Building Inspector + CASP
- Senior Building Inspector (prevailing wage)
- Property Rehabilitation/Code Enforcement Inspector
- Document Control Specialist
- Mainframe Programmer

Agency Name: Los Angeles County Public Works
Project Dates: 2019 - Present
Client Contact: Justin Soo Hoo, P.E.
Client Telephone: (626) 485-5100
Client Address: 900 S. Fremont Ave., Alhambra, CA 91803
Contact Email: JSooHoo@DPW.LaCounty.gov
Contract Amount: \$15 Million

4LEAF provides plan review, field inspection and permit technician services as needed on an on-call basis during peak workloads or from an unforeseen absence of City personnel to the City of Hemet's Department of Building and Safety.



4LEAF performs a review of submittal documents (plans, specifications, engineering calculations, soils, investigation reports, etc.) to assess compliance with the regulations contained in the various building code applicable to City facilities by policy and law. For each plan check review 4LEAF develops a comprehensive "Building Code Plan Check Report" of items found at variance with applicable codes. This report is presented in letter and electronic format.



Services provided by 4LEAF includes:

- Provide plan review, field inspection and permit technician services as needed on an on-call basis during peak workloads or from an unforeseen absence of City personnel.
- Performance of plan checking and inspection services in a diligent and professional manner in accordance with standard practice for such services.
- Performance of plan checking and inspection services at the Plan Checker's own office, at project sites, or in the City of Hemet offices as needed.
- Provide electronic plan review services as needed.
- Performing an independent evaluation of the applicant's estimate of value of construction project and immediately informing the Building Official or designee if there is a discrepancy between the applicant's estimate and the City's or industry standards and practices.
- Interfacing with permits applicants or their representatives to clarify plan check comments as required.
- Signing all approved plans as the "plans examiner of record" in accordance with standard Building Department practice.
- Meeting with City representatives and/or permit applicants or their representatives to review requirements of governing codes for projects in preliminary design or working drawing stages.
- Performing qualified building, combination and other trade inspections on an as needed, assigned or regular basis on residential, commercial and industrial projects and perform permit counter work.
- Entering plan check comments and inspection results into the City's permitting software system.
- Provide all vehicles, fuel, maintenance, and other equipment.
- Provide fixture counts on a City of Hemet provided form for all electrical, mechanical, and plumbing fixtures and advise the City of subsequent plan reviews would increase substantially the fixture count.
- Pick-up and delivery of plans from the City of Hemet offices on all business days the City operates, not at an expense to the City of Hemet.

Agency Name: City of Hemet
Project Dates: 2019 - Present
Client Contact: Sara Retmier, CBO, Building Official
Client Telephone: (951) 634-1575
Client Address: 445 E. Florida Avenue, Hemet, CA 92543
Contact Email: SRetmier@CityofHemet.org
Contract Amount: \$185,000

4LEAF provides the City of Indian Wells third party plan check services, including electronic plan review, for the City's Building and Safety Division in the Community Development Department. 4LEAF works with the Building Official and staff to review plans and documents for code compliance.



4LEAF provides highly qualified plan check professionals who work under the supervision of an ICC Certified Plans Examiner or Licensed Professional Engineer (P.E.) to provide efficient, accurate and timely plan checks services with sufficient staffing to meet the City's needs. All 4LEAF staff have previous experience working for cities, are customer-service oriented, and have experience successfully managing multiple tasks, assignments, and responsibilities.



4LEAF performs review of structural, life safety, accessibility, plumbing, electrical, mechanical, energy compliance, and building code standards to ensure compliance with the adopted model codes as amended and municipal codes of the City of Indian Wells. All changes/corrections are identified, documented, and addressed prior to approval. Approved plans are stamped and signed as approved once they meet all requirements.

Services include:

- Provide highly qualified plan check professionals who will work under the supervision of an ICC Certified Plans Examiner or Licensed Professional Engineer (P.E.)
- Provide efficient, accurate, and timely plan check services with sufficient staff to meet the City's needs
- Provide staff with previous experience working for cities, be customer-service oriented, and have experience successfully managing multiple tasks, assignments, and responsibilities
- Have the capability to conduct electronic plan review
- Commercial and residential building plan checks will be performed by 4LEAF, as well as all plumbing, electrical, mechanical, and related plans submitted to the City by private developers or other applicable government agencies for construction and reconstruction projects
- Check plans for compliance with California Building Codes and all applicable codes and statutes
- All changes/corrections will be identified, documented, and addressed prior to approval
- Stamp and sign approved plans once they meet all requirements
- Provide transmittal of documents and plans to and from off-site facilities and City Hall, review plans, and communicate with applicants, architects, Engineers, Designers, Owner or Agent to facilitate a quality and timely review of construction documents

Agency Name: City of Indian Wells
Project Dates: 2019 - Present
Client Contact: Craig DeGroot, CBO, Building Official
Client Telephone: (760) 776-0230
Client Address: 44-950 Eldorado Drive, Indian Wells, California 92210
Contact Email: CDeGroot@IndianWells.com
Contract Amount: \$75,000

4LEAF is currently administering a complete Fire Prevention Bureau. We are providing on- and off-site plan review, annual, sprinkler, OSHPD, alarm, and state mandated inspections. 4LEAF presently staffs five positions including Fire Inspectors and a Fire Marshal and ensures that all project deadlines are delivered as per the City's contract.



Scopes of work include but are not limited to:

- Provide a California certified Fire Marshal to perform fire investigations, public education and other Community Risk Reduction (CRR) programs.
- Provide a minimum of one (1) California certified Fire Prevention Officer at the City during regular business hours to meet with the public, review fire plans and conduct fire inspections.
- Plan review for compliance with the California Fire Code, as amended and adopted by the State of California (Title 24, Part 9 of the California Fire Code) and the City of Victorville requirements.
- Plan review for compliance with the National Fire Codes as published by the National Fire Protection Association (NFPA), as adopted and referenced by the State of California (Title 24, Part 2 of the California Building Code; Title 24, Part 9 of the California Fire Code) and the City of Victorville requirements.
- Plan review for compliance with applicable provisions relating to fire alarm systems of the National Electrical Code as published by the National Fire Protection Association (NFPA), as adopted and amended by the State of California (Title 24, Part 3 of the California Electrical Code.)
- Inspections of all new structures and modifications to existing structures for compliance with all State and Local requirements as prescribed by the California Building Code; California Fire Code; and City of Victorville requirements.
- Inspections of fixed fire suppression systems to confirm installation complies with the approved plans; State requirements; local requirements and manufacturer's specifications.
- Inspections of fire sprinkler systems to confirm installation complies with the approved plans; State requirements; local requirements and manufacturer's specifications.
- Inspections of fire alarm systems to confirm installation complies with the approved plans; State requirements; local requirements and manufacturer's specifications.
- Support office staff and provide counter service, respond to questions, return phone calls and emails, input correction notices and case-related comments into the City's permitting software system (EnerGov); file and/or scan documents following field inspections.

4LEAF continually communicates with the City and as a 24/7 operation, there is always someone available to address questions, needs, or provide staff with a quick turnaround.

Agency Name: City of Victorville
Project Dates: 2017 - Present
Client Contact: Joe Slegers, C.B.O., C.F.M., Building and Fire Official
Client Telephone: (760) 243-6337
Client Address: 14343 Civic Drive, Victorville, CA 92393
Contact Email: JSleger@VictorvilleCA.gov
Contract Amount: \$472,680

4LEAF is currently performing the full Fire Recovery Program for the County of Santa Cruz. Following the CZU Lightning Complex Fire that took place the week of August 24, 2020, the County immediately took action to find a firm to expedite the rebuild of a community that lost more than **1,000 Residential Units and 500 Additional Structures**.

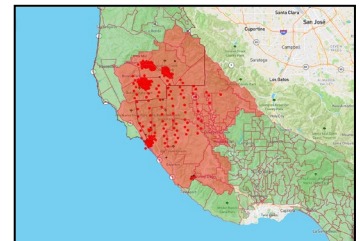


Upon selection, 4LEAF was immediately called into service to create and implement the infrastructure needed to fast-track the Permitting Process for the thousands of displaced residents. In addition to various outreach events, creation of hand-outs, and the coordination of several County divisions, 4LEAF's implementation team is in the midst of creating a one-stop Permitting Center specifically dedicated to the Fire Recovery victims. The Recovery Permit Center (RPC) offers a full range of planning and building assistance to residents, contractors, and developers and utilizes the County's electronic plan process through their EZPlan portal. 4LEAF interfaces with other County divisions for work on the septic, grading, drainage, and other infrastructure plan and reporting. 4LEAF's scope includes:

- Review of applicable County development standards;
- Plan review services for compliance with environmental, building, planning, septic, well, storm drainage, and engineering regulations, as established and adopted by the County;
- Establish and implement communication and outreach services, participate in public forums as needed, network and inform the public on processes and procedures to respond to needs and concerns;
- Assist County staff with recovery policies;
- Provide data on the number of reviews, inspections and processing times for the steps in the process;
- Customer Service to assist the public from pre-application through final inspection and occupancy; and
- Provide services in a COVID-Safe manner utilizing video conferencing as requested for appointments.

Fire Districts

In addition to the work with the County of Santa Cruz, 4LEAF is also working with Ben Lomand Fire District, Santa Cruz County Fire District and Boulder Creek Fire District. 4LEAF is performing fire access, fire suppression, and Fire Prevention Plan Review and Inspection Services. Due the unique topography, 4LEAF is also providing recommendations for alternate means and methods (AMMR) to achieve alternate code compliance to expedite the permitting process.



Client Name:	County of Santa Cruz
Project Location:	Santa Cruz, CA
Client Contact:	Thomas J. Fakner, CCM
Client Telephone:	(831) 454-4606
Client Email:	Thomas.Fakner@santacruzcounty.us
Completion Date:	2024
Contract Amount:	\$100,000

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 5

KEY PERSONNEL

SECTION 5: KEY PERSONNEL

NEW CLIENT ONBOARDING PROCESS

As an experienced firm, 4LEAF has approaches to working with clients that are very different from those you might find when working with a large corporation. Our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate plan review and inspection services. 4LEAF has been the industry leader in providing Building Department Services to public and private clients throughout California.

4LEAF has assigned Marcus Johnson as your Executive Project Manager to meet with the City of Costa Mesa to review the City's policies, workflow, and job duties of current staff. In working with the City, it will be determined how to best integrate our staff and achieve a seamless flow within the City's structure.

The first step is to acclimate our team to the culture of the City by communicating and introducing our staff to the City. Creating a plan together, establishing goals and learning everyone's roles helps will help the team to work together. After the "transition period" where we have gone through several reviews and/or inspections of projects, 4LEAF's Project Managers will check in with the City to see on how things are going and if we need to make any adjustments.

A common compliment that 4LEAF receives from our clientele is about our timely responsiveness. Our employees and our management staff are diligent about being available to our clients. Additionally, 4LEAF is a 24/7 operation and we encourage our clients to call us whenever a need arises (texting is suggested for an instant response). From questions to staff needs, 4LEAF will provide timely responses to all requests. Phone calls and emails will be returned each day as soon as possible. We understand the need for timely responses, and we have a policy that all correspondence must be answered within 24 hours. As requested in the City's RFP, the City will be able to contact our assigned plan review staff once a contract is finalized. For your reference, we have included project manager and proposed plan review staff contact information listed below.

We hope the City of Costa Mesa will choose 4LEAF as a consultant and through our hard work, we will prove our value to your team. Our goal is for City to view 4LEAF the way our other clients view us. In many ways we want to be an extension of your team. We will communicate with your staff in the most positive customer service manner possible. Marcus manages the majority of 4LEAF's Southern California Building Department clients and understands the needs of your department and has expertise with inspection/plan review staffing. We anticipate a comfortable relationship where we can discuss needs and resolutions openly and honestly. You will find 4LEAF's email, office phone, and cell phone numbers on all of our business cards. Most importantly, we hope this is the beginning of a long-lasting relationship. 4LEAF has an impeccable reputation of client retention.

Management Team

4LEAF understands that our role is to be an advocate on behalf of the City of Costa Mesa and represent the City's best interests. 4LEAF's team will function as an extension of your staff, seamlessly integrating with the personnel and practices established by the City while adding the perspective and expertise that only 4LEAF can offer. Our goal is to have our staff integrate with yours and be accepted as an essential part of the City. Our team includes:

Marcus Johnson – Executive Project Manager/Director of Operations

Marcus is responsible for day-to-day contact with many of 4LEAF's valuable clients in the Building & Safety, Engineering, Construction Management, and Plan Check industries. Marcus manages numerous clients and is responsible for recruiting, qualifying, and placing staff throughout the organization. His experience encompasses the more complex plan review and field inspections of building construction, plumbing, mechanical, and electrical installations in residential single, multi-family, commercial, and industrial construction.



Office - (949) 877-9432 | Cell - (909) 996-0511 | Email - MJohnson@4leafinc.com

Pete Roque – Director of Code Enforcement

Pete is a Code Enforcement expert with over 17 years of experience in the field and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple California public agencies. With a demonstrated history of working in the government administration industry, Pete is skilled in Code Compliance, Government, Emergency Management, Law Enforcement, Disaster Response, and Plan Review.



Office - (949) 877-9432 | Cell - (562) 569-0098 | Email - PROque@4leafinc.com

Lorena Soules, CASp – Building Services Manager

Lorena is CASp Certified and is an ICC Certified Building Inspector, Plans Examiner, and Permit Technician. With more than 18 years of municipal Building Department experience, Lorena has been promoted throughout the ranks of the Building Department and is responsible for training, mentoring, and placing Inspectors, Plans Examiners, and Permit Technicians.



Office - (949) 877-9432 | Cell - (310) 748-4852 | Email - LSoules@4leafinc.com

Davison Chanda, PE – Supervising Plan Review Engineer

Davison is a registered Engineer and Certified ICC Plans Examiner with more than 10 years of structural design background with responsibility of structural system analysis, design, and preparation of construction documents from inception to completion, in accordance with overall project requirements. David's strengths include seismic and wind design analysis, steel design, timber design, reinforced concrete design, prestressed concrete design, foundation design, structural analysis, design of masonry structures, architectural drafting, electrical, mechanical & plumbing systems, and soil dynamic.



Office - (949) 877-9432 | Cell - (559) 978-8529 | Email - DChanda@4leafinc.com

Organization Chart



Code Enforcement Personnel

Below is a quick look into 4LEAF's Code Enforcement database, which is made of qualified and quality team members who are ready and able to take on the City's project. As you can see from this limited sample, we have a team with years of experience and many varying certifications.

Code Enforcement Staff	Title	Certifications
Sean Flanagan	Senior Code Enforcement Officer	Adv. Code Enforcement Officer
Pamela Miller	Code Enforcement Officer/Inspector	PC832
Tina Chechourka	Code Enforcement Officer/Inspector	PC832
Tom Cervantes	Code Enforcement/Fire Inspector	PC832 Levels I, II, and III
Tim Nakashima	Code Enforcement Officer	PC832
Jose Murillo	Code Enforcement Officer/Inspector	PC832
Al Fasulo	Code Enforcement Officer	PC832
Nick Henderson, CBO	Code Enforcement Officer/Inspector	PC832
Doug Martin, CASp	Code Enforcement Officer/Inspector	POST PC832
Renee Souza	Code Enforcement Officer	Advanced CEO, PC832
Stuart Blakesley	Code Enforcement/Fire Plan Reviewer	PC832
Scott Wungluck, CBO	Code Enforcement/Senior Inspector	PC832
John Juarez	Senior Code Enforcement Officer	PC832
Justine Sidie	Code Enforcement Officer	PC832, CACEO Levels I, II, and III
Rebecca Lauricella	Code Enforcement/Fire Inspector	PC832
Dave Nolta	Code Enforcement Officer/Inspector	PC832
Joe Pena	Code Enforcement Officer/Inspector	PC832
Lucas Chapman, CBO	Code Enforcement Officer/Inspector	PC832
David Rashe, CBO	Code Enforcement Officer/Plans Examiner	PC832

Permit Technicians

4LEAF has a proven track record of providing Permit Technician/Counter staff to jurisdictions throughout California. The 4LEAF pool of talented professionals includes qualified and experienced permit technicians, capable of providing all permit processing and counter services.

Permit Technician Staff	Title
Raylee Glasser, CBO	ICC Certified Building Official, Permit Technician, Plans Examiner
Minerva Arredondo	Senior Permit Technician
Aleris Dunn	Senior Permit Technician
Lisa Felicano	Senior Permit Technician
Vanessa Mota	Senior Permit Technician
Cindy Lucas	Senior Permit Technician
Alyssa Mendoza	Senior Permit Technician
Tobin Short	Senior Permit Technician
Jesse Ballou	Permit Technician
Amy Green	Permit Technician
Shawna Teague	Permit Technician
Michael Varela	Permit Technician
Samantha Kurland	Permit Technician
Austin Mota	Permit Technician
Karen Moffatt	Permit Technician
Kendal Ripperda	Permit Technician
Shantelle Fuentes	Permit Technician
Carey Calvanese	Permit Technician
Paulina Santellano	Permit Technician
Danny Guan	Permit Technician
Angelina Marquez	Permit Technician
Jose Ramirez	Permit Technician
Kendall Ripperda	Permit Technician
Patti Samons	Permit Technician
Chelsea Serafino	Permit Technician
Caitlin Shannon	Permit Technician
Correy Solis	Permit Technician
Isaac Toscano	Permit Technician
Julia Warthin	Permit Technician
Andrea Yanez	Permit Technician
Carey Calvanese	Permit Technician
Vanessa Morales	Permit Technician
Andres Torres Castaneda	Permit Technician
Donna Bassett	Permit Technician
Damiya Haley	Permit Technician
Ana Perez	Permit Technician
30+ Additional Permit Technicians	

Inspection Personnel

4LEAF will provide inspectors to perform inspections on permitted projects at each necessary point of progress, verifying compliance with the approved plans. 4LEAF inspectors will possess valid ICC certification or other equivalent certification acceptable. 4LEAF can also provide CASp Building Inspectors for disabled access inspections as needed. We will provide inspector qualifications to the Building Official or other designated City staff member for acceptance prior to assignment of duties. Below is a quick look into 4LEAF's on-call inspection database, which is made of qualified and quality team members who are ready and able to take on the City's projects. As you can see from this limited sample, we have an inspection team with years of experience and many varying ICC certifications as well as CASp inspectors already on hand.

Inspectors	Certifications
Christopher Fowler, CBO, OSHPD A	Certified Building Official, OSHPD A, & 25 ICC Certifications
Brent Hipsher, CBO, CASp	Certified Building Official, CASp, & 6 ICC Certifications
Bernard Zipay, CBO	Certified Building Official, MCP, & 29 ICC Certifications
Rory Shortreed, OSHPD A	OSHPD A & ICC Commercial Building Inspector
Martin Scott, OSHPD A, DSA 1	OSHPD A, DSA 1 Certification, ICC Commercial Building Inspector
Mike Leontiades, CBO	Certified Building Official & 9 ICC Certifications
Michael Renner, CBO	Certified Building Official & 11 ICC Certifications
Brad Fliehmman, CBO	Certified Building Official & 18 ICC Certifications
Nick Henderson, CBO	Certified Building Official & 6 ICC Certifications
Peter Lim, CBO	Certified Building Official & 4 ICC Certifications
David Rashé, CBO, CASp	Certified Building Official, CASp, & 11 ICC Certifications
Jeff Rocca	33 ICC Certifications
Gregory Soliz	22 ICC Certifications
Mark Hoadley	16 ICC Certifications
Dave Brakebill	13 ICC Certifications
Dave McGee	12 ICC Certifications
Jose Murillo	11 ICC Certifications
Mark Sherwood	10 ICC Certifications
Zachary Karver	8 ICC Certifications
Wladyslaw Grobelny	8 ICC Certifications
Emilio Torres	8 ICC Certifications
Jerry Brown	8 ICC Certifications
Marcus Johnson	7 ICC Certifications
Chris Rose	6 ICC Certifications
John Kuehl, CBO	6 ICC Certifications
Andrei Oustinov	6 ICC Certifications
Adam Ulbricksen	5 ICC Certifications
Don Hutsell	5 ICC Certifications
Danny Lawrence	1 ICC Certification
Chuck Venook	3 ICC Certifications
Jonah Canright	3 ICC Certifications
Jim Decker	3 ICC Certifications
George Cortez	3 ICC Certifications
Eric Pankratz	3 ICC Certifications
Farris Hix	1 ICC Certification
40+ Additional Inspectors	

Certified Access Specialist (CASP)

4LEAF has 14 Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice. Below is a shortened list of our ADA Plan Review staff:

CASP Personnel	Certification No.	Expiration
Scott Wungluck	CASp-560	4/29/2023
Jerry Thome	CASp-104	9/14/2024
David Rashe, CBO	CASp-213	6/23/2022
Brent Hipsher	CASp-422	4/12/2024
William Holl, AIA	CASp-509	12/6/2023
Scott Johnson, S.E.	CASp-530	1/2/2023
Doug Martin	CASp-937	4/2/2023
Lorena Soules	CASp-833	7/10/2024
James Wiatrak	CASp-789	8/9/2023
4+ Additional CASp Professionals		

Key Fire Review & Fire Inspection Personnel:

4LEAF has three Fire Protection Engineers for fire review projects such as sprinklers, alarm systems, and other fire-related consulting items. Our Fire Plans Examiners and Fire Inspectors come with many years of experience and are familiar with a wide-range of projects. We service various Fire Districts and Fire Departments with Inspection and Plan Review scopes as well as consulting on large construction projects. Our team includes:

Fire Personnel	Registrations & Certifications
Geoff Aus	Fire Marshal/Fire Inspector/Fire Plans Examiner
Jason Shearer, FPE	Fire Protection Engineer/Fire Plans Examiner
Gib Moush, FPE	Registered Professional Engineer, Fire Protection Engineer
Jim Aldrich	Fire Plans Examiner, Fire Inspector II
Loralyn Davis	Fire Plans Examiner
Ronald Griesinger	Fire Plans Examiner/Fire Inspector
John Riddell	Fire Plans Examiner/Fire Inspector II
Jim Thompson	Fire Inspector II/Fire Marshal/Fire Plans Examiner
Rebecca Lauricella	Fire Plans Examiner/Fire Inspector II
Stuart Blakesley	Fire Plans Examiner/Fire Inspector II
Nicholas Tran, FPE, ME	Fire Plans Examiner/Fire Protection Engineer
Steven Conti, FPE	Fire Inspector II/Fire Protection Engineer/Fire Plans Examiner/Fire Marshal/Fire Prevention Officer
Robert Salgado	Senior Fire Plans Examiner
Kevin McClish, FPE	Fire Protection Engineer/Fire Prevention Officer
5+ Additional Fire Review and Inspection Personnel	

Plan Review Personnel

4LEAF has **60+ plan check personnel** that includes Registered Professional Engineers, Licensed Architects, Certified Access Specialists, and ICC Certified personnel dedicated to performing plan review services to our municipal clientele. Should duplicate names appear in our competitor's submittals, we are prepared to show payroll records to ensure you that all names listed in this proposal are employees of 4LEAF.

Plans Examiners	Registrations & Certifications
Melissa Mennucci, S.E.	Registered Structural Engineer
Albert Kong, S.E.	Registered Structural Engineer
Beng Low, M.E., S.E.	Registered Structural and Mechanical Engineer
Ali Hekmat, S.E., P.E.	Registered Structural and Civil Engineer
Karimullah Kamran	Registered Professional Engineer
Jay Shih, P.E.	Registered Professional Engineer
Kathy Bucciarelli, P.E.	Registered Professional Engineer & 2 ICC Certifications
Davison Chanda, P.E.	Registered Professional Engineer
Shane Crowe, P.E.	Registered Professional Engineer
Joseph Nicolas, P.E.	Registered Professional Engineer
Melissa Bridges, P.E.	Registered Professional Engineer
Stefanie Hionis, P.E.	Registered Professional Engineer
Albert Nissan, P.E.	Registered Professional Engineer
Sareh Deyhimi, P.E.	Registered Professional Engineer & 1 ICC Certification
Scott Martin, P.E.	Registered Professional Engineer
David Rashé, CBO, CASp	Certified Building Official, CASp, & 11 ICC Certifications
Kevin Brenton, CBO	Certified Building Official, ICC Certified Plans Examiner
Sandeep Ojha	Degreed Engineer & ICC Certified Plans Examiner
Madhavi Akula	Degreed Engineer & ICC Certified Plans Examiner
Youssef Abdou	Degreed Engineer & ICC Certified Plans Examiner
Lindsay Levasseur	ICC Certified Plans Examiner & 31 ICC Certifications
Lorena Soules, CASp	ICC Certified Plans Examiner, CASp
Paul Cruel, S.E.	Registered Structural Engineer
Gene Ferrero	ICC Certified Plans Examiner
Zachary Woods	ICC Certified Plans Examiner
Ingeborg Vriend	ICC Certified Plans Examiner
Sara DeLand	ICC Certified Plans Examiner
Eriselda Nanchy	ICC Certified Plans Examiner
John Hoberg	ICC Certified Plans Examiner
Khuong Le	ICC Certified Plans Examiner
Jerome Hoberg	ICC Certified Plans Examiner
20+ Additional Plans Examiners	

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 6

FINANCIAL CAPACITY

SECTION 6: FINANCIAL CAPACITY

FINANCIAL STABILITY

4LEAF is a financially stable company and many of our contracts are multi-year, which provides a large base for stability, a significant backlog of funding, and the support for many in-house resources. During the past 20 years, 4LEAF's reputation for technical excellence and corporate integrity has allowed us to grow our staff and expand our services into new areas. We presently have nine offices located throughout California, Oregon, Nevada, Washington, and New England.

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

SECTION 7

DISCLOSURE

SECTION 7: DISCLOSURE

4LEAF has no conflict of interest in connection with providing services to the City. We have no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee to report.

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

APPENDIX

KEY STAFF RESUMES

Experience

15+ years

Education

AA, Architectural Technology

Certifications

ICC Building Plans Examiner

ICC Accessibility Inspector/Plans Examiner

ICC Commercial Plumbing Inspector

ICC Residential Plumbing Inspector

ICC Plumbing Inspector

ICC Building Inspector

ICC CALGreen Inspector

SAP CA DSW Local Inspector

Professional Affiliations

California Building Officials

County Building Officials Assoc. of CA.

East Bay Chapter, ICC

Napa Solano Chapter, ICC

Sac. Valley Assoc. of Building Officials

Redwood Empire Chapter, ICC

Experience Summary

Marcus is responsible for day to day contact with many of 4LEAF's valuable clients in the Building & Safety, Engineering, Construction Management, and Plan Check industries. Marcus manages numerous Building Department clients and is responsible for recruiting, qualifying, and placing staff throughout the organization.

Marcus carries comprehensive experience as an ICC certified senior level inspector and plans examiner. His experience encompasses the more complex plan review and field inspections of building construction, plumbing, mechanical and electrical installations in residential single, multi-family, commercial, and industrial construction. He is extremely knowledgeable of required compliance with applicable building, plumbing, electrical, energy, green, accessibility and mechanical codes along with applicable jurisdictional ordinances, state, and local statutes.

His high-level of experience and invaluable personal skills allows him to quickly improve and acclimate to jurisdiction procedures. Marcus thoroughly understands the construction process and the need for speedy project completion in conjunction with accurate compliance and positive customer relations.

Select Project Experience

4LEAF, Inc.

Director of Operations – Project Manager

Marcus is 4LEAF's Director of Operations. Among Marcus's responsibilities include the day to day contact with many of 4LEAF's valuable clients in the Building & Safety, Engineering, Construction Management, and Plan Check industries. Marcus's responsibilities include:

- Recruiting and interviewing prospective employees.
- Mentoring and developing plan review, building inspectors, and permit staff.
- Assisting in managing the placement of inspection staff including the tracking of customer service delivery.
- Providing quality answers to code-related or situational questions from inspection staff or clientele.
- Performing plan reviews and inspections on as-needed basis.

Town of Paradise, CA, Fire Recovery

Operations Manager

In 2018 the most destructive wildfire in California history began in Butte County, CA and quickly spread to the Town of Paradise, displacing over 10% of the County's population. Marcus oversees a staff of more than 12 that provides complete Community Development Services to the Town of Paradise. This four-year contract provides Permitting, Plan Review, Building Inspections, Public Works Inspections, Planning, Code Enforcement, Debris Removal Management, and Public Outreach for this **\$9.5 Billion rebuild**.



County of Sonoma, CA, Resiliency Permit Center (RPC)

Operations Manager

Marcus oversees all the daily operations including plan review and inspections. He ensures the staffing and training is completed for a skilled team to expedite the recovery process. Marcus ensures a cohesive partnership between the County of Sonoma and 4LEAF Inc. operations.



South Napa Earthquake Recovery, City of Napa, CA

Building Inspector

Marcus assisted the City of Napa during the South Napa Earthquake recovery. The earthquake caused close to \$1 billion in damage. Marcus's responsibilities included providing rapid assessment (RESA), processing FEMA valuation reports, providing inspections, and completing plan review to expedite the recovery process and ensure the safety of the community.



West Coast Code Consultants, Inc., San Ramon, CA

Manager of Jurisdictional Services

Marcus provided client services for jurisdictional clients encompassing plan review and inspection services. He was responsible for coordination of all staff augmentation throughout the state of California. His experience included working in complex municipalities to provide permits processing, inspections, and plan review services.

City of Hesperia, CA

Building Inspector, Plans Examiner

Marcus reviewed plans and issued building permit applications for new construction, alterations, and remodeling of existing structures; verified compliance with applicable codes and ordinances and accepted construction practices; and, issued certificates of occupancy. Provided technical information and professional advice to City staff, officials and the public regarding city codes relating to construction; assists architects, residential designers, engineers, contractors and property owners in interpreting and meeting code requirements; established and maintains a customer service orientation; responds to complaints and resolves more difficult inspection problems.

JAS Pacific, Upland, CA

Permit Technician, Building Inspector

Marcus reviewed plans and building permit applications for new construction, alterations, and remodeling of existing structures; verified compliance with applicable codes and ordinances and accepted construction practices; and, issues certificates of occupancy. Acted as project coordinator for routing of plans, tracking status of plans while they are being checked by staff in other City divisions.

Experience

17+ years

Education

B.S., Management & Human Resources
Minor in Organizational Leadership
California State University Dominguez

A.A., General Education
Long Beach City College

Certifications

EPA Lead Renovation, Repair, & Painting
Environmental Protection Agency (EPA)

National Storm Water Inspector
National Stormwater Center

Certified Code Enforcement Officer
CA Association of Code Enforcement

PC 832
Rio Hondo College

Experience Summary

Pete is a Code Enforcement expert with PC 832 and Advanced Certificates. He brings with him over 17 years of experience in Code Enforcement and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple California public agencies.

With a demonstrated history of working in the government administration industry, Pete is skilled in Government, Emergency Management, Law Enforcement, Disaster Response, and Plan Review. He is a strong Business Development professional with a Bachelor of Science focused in Business Administration. Pete is proficient in conflict resolution and has a wealth of knowledge in the subjects of permit regulations, City codes, housing investigations, citation issuance, and lien appeals. Pete is also skilled in working with others to achieve compliance while maintaining a safe working environment.

Select Professional Experience

4LEAF, Inc.

Director of Code Enforcement

2021 - Present

Pete recently joined 4LEAF as the Director of Code Enforcement where he receives and documents complaints from citizens regarding jurisdictional ordinance violations. Additional responsibilities include:

- Indicating procedures to abate violations of fire, building, business license, zoning, housing, dangerous building and property maintenance codes, and ordinances regulating abandoned vehicles, trash, and weeds.
- Supervising the preparation of Code Enforcement cases for legal action; provides testimony for administrative hearings, City Council or Planning Commission hearings, and court proceedings.
- Responding to complex or sensitive complaints/inquiries
- Conducting inspections, developing recommendations, and taking enforcement actions as needed.
- Supervising enforcement personnel.

City of Garden Grove – City of Garden Grove, CA

Code Enforcement Administrator

July 2018 - 2021

- Supervised Senior and Junior Code Compliance Personnel as well as Administrative Staff.
- Prepared staff evaluations and performance measures.

- Acted in the capacity of Grant Coordinator of Proposition 56 Tobacco Grant Program.
- Prepared criminal prosecutions and receivership.
- Created and implemented divisional policies and procedures.
- Public Speaking and Training Facilitator for Building, Safety, and Law Enforcement personnel.
- Performed community outreach to multiple agencies and community groups.
- Prepared and presented City Council and other commission hearings/presentations.
- Oversaw cost recovery and neighborhood preservation programs.

City of Montebello – Montebello, CA

Code Enforcement Manager

May 2014 - July 2018

- Supervised Senior and Junior Code Compliance Personnel.
- Formulated and implemented municipal code text amendments and ordinances.
- Evaluated staff performance and created professional development plans.
- Prepared and presented staff reports for City Administrator and City Council.
- Prepared criminal prosecutions for nuisance properties.
- Prepare outstanding problem properties for receivership process.
- Created and implemented departmental policies and procedures.
- Provided public speaking and training to Community Development Department.
- Spearheaded community outreach programs for seniors, community events, and schools.
- Prepared City Council and various commissions hearings and presentations.
- Created and implemented Cost Recovery and Neighborhood Preservation Programs.
- Program Coordinator and Administrator for the Community Development Block Grant (CDBG).

City of Bellflower – Bellflower, CA

Community Development Inspector II / Lead Code Enforcement Inspector

June 2005 - May 2014

- Created and Implemented Cost Recovery and Neighborhood Preservation Programs.
- Program Coordinator and Administrator for the Community Development Block Grant (CDBG).
- Created and administered Administrative Citation Program.

Driving and Training Instructor – Long Beach, CA

Driving Instructor / Drivers Education Trainer / Traffic School Instructor

May 2005 - February 2020

- Taught the rules of the road and safety to traffic violators and new drivers.
- Taught behind the wheel training for seniors and teenage drivers.
- Certified Department of Motor Vehicles (DMV) trainer.

United States NAVY – San Diego CA

Gas Turbine Systems Engineer - Petty Officer Third Class

August 1996 - August 1999

- Contributed to the repair and maintenance of gas turbine electrical systems.
- Certified Gas Turbine Systems Electrician.
- Supervised Naval Engineering Room.
- Supervised staff of 15 enlisted service members.
- Honorably Discharged.

Lorena Quilla-Soules, CAsp

Building Services Manager

Experience

23+ years

Certifications

ICC Certified Residential Building Inspector

ICC Certified Permit Technician

ICC Certified Residential Plans Examiner

California Accessibility Specialist, CAsp # 833

Experience Summary

Lorena is CAsp Certified and also is a ICC Certified Building Inspector, Plans Examiner, and Permit Technician with over 23 years of municipal experience in various jurisdictions. Lorena is an integral part of our team and has the industry know-how to provide quality deliverables to our clients.

Both in and out of the field, Lorena has exceptional interpersonal skills, with an uncanny ability to effectively develop and maintain relationships with diverse individuals to coordinate successful building projects. She has the ability to manage multiple tasks, changing priorities with excellent results, proven leadership qualities, organized, with a strong desire to learn and succeed.

Lorena's professional endeavors center around utilizing her background and development skills to improve community livability, promote local economies, and protect the public health, safety, and welfare in the built environment.

Select Professional Experience

4LEAF, Inc. – Newport Beach, CA

Building Services Manager

5/2021 - Present

Lorena spearheads the management of plan review, inspection services, and consulting services for several different 4LEAF clients. She is also leading our training efforts out of our Newport Beach location to mentor, and place Permit Technicians and Engineering Technicians to Building and Public Works Departments throughout Central and Southern California. She is currently managing a team of more than 10 personnel.

City of Garden Grove, CA

Permit Center Supervisor

September 2017 – 2021

- Manage permit staff, public counter activity related to plan check tracking, permit processing and issuance, ensuring a high-level customer service experience for the public.
- Assign work and monitor permit staff workload and assist in backlog processing when necessary.
- Assist and train staff developing their knowledge, growth, and confidence related to permit issuance.
- Perform quality control for permits issued daily, verifying accuracy of the permit description,



contact information, valuation and fees collected.

- Coordinate with Postal Service, and Emergency Responders in processing city wide addressing.
- Complete plan reviews related to accessibility barrier removals/ voluntary ADA upgrades.
- Perform rough and final accessibility inspections, documenting barriers and corrections needed for compliance.
- Represent the Chief Building Official at various meetings including but not limited to Site Plan Review, and Site C hotel development.
- Develop/revise work instructions, policies and procedures related to plan check intake, and permit processing. Ensure permit staff is trained and apprised of updates or new instructions.

City of Visalia, CA

Residential Plan Checker

November 2016 – September 2017

- Review and approve residential building plans for accuracy and compliance with city amendments and current building codes.
- Interpret plumbing, electrical, mechanical, and structural plans for compliance with codes.
- Coordinate with architects, engineers, designers, contractors, and property owner to develop plans that comply with codes.
- Interpret and answer questions on building codes and permit processing at the public counter, telephone or by email.
- Provide information and guidance to the public relating to code compliance and city's organizational procedures.
- Assign sub-division, multi-family, residential and commercial addressing within city limits.
- Perform inspections as back-up to inspection staff, verifying construction work is being done according to approved plans.

City of Visalia, CA

Lead Permit Technician

February 2016 – November 2016

- Recommend and assist the Building Official in implementing goals, objectives, policy, and procedures for permit issuance.
- Evaluate current processes and responsibilities of permit staff; recommend improvements and modification to processes as needed.
- Prepare statistics on public interface which includes counter activity, peak hours of operation, and percentage of customer wait times. Submit monthly report to Building Official and Department Head.
- Assign and review work of Permit Techs and Sr. Office Assistants.
- Train and assist in the hiring and evaluation of personnel including those involved with issuing permits.
- Perform comprehensive performance reviews for Permit Techs and Sr. Office Assistants.
- Ensure compliance of policies, ordinances, building codes and laws related to permit operations.
- Resolve complex problems related to permit acceptance and issuance.
- Assist the Building Official with the Building Advisory Committee and keep him informed of any impending issues.
- Respond to requests from management and staff.
- Perform plan check review for solar, pools, fences and patios over the counter as needed daily.

Experience

9 + years

Education

M.S. Civil Engineering (Structural)

CSU Long Beach, CA 2011

B.S. Civil Engineering (Minor in
Construction Management)

Cal State Fresno 2007

Registrations

Professional Engineer – Civil #83946

ICC Building Plans Examiner

Affiliations

American Society of Civil Engineers

Structural Engineers Association of
Northern California

International Code Council

Foothill Chapter

Experience Summary

David is a registered Structural Engineer with more than 8 years of structural design background with responsibility of structural system analysis, design, and preparation of construction documents from inception to completion, in accordance with overall project requirements. David is also experienced with field structural observation to ensure their compliance with approved drawings and is experienced with RFI's and solutions for field conditions.

David's strengths include seismic & wind design analysis, steel design, timber design, reinforced concrete design, prestressed concrete design, foundation design, structural analysis, design of masonry structures, architectural drafting, electrical, mechanical & plumbing systems, and soil dynamics.

Select Professional Experience

4LEAF, Inc.

Senior Structural Plan Review Engineer

2019 – Present

David has recently joined 4LEAF as a Senior Structural Plan Review Engineer and is responsible for the review of commercial and residential structures as well as Quality Control of other 4LEAF Plan Review personnel.

VCA code group – Orange, CA

Senior Plan Check Engineer – Supervisor

June 2017 – December 2019

- Assigned work to staff members and mentored junior plan checkers.
- Reviewed residential and commercial building plans for mechanical, plumbing, electrical, architectural structural and accessibility requirements (Chapter 11A and 11B) for conformance with the California title 2A.
- Researched into the intent of the code requirement to assist applicants, architects and engineers to comply the code interpretation.
- Prepared clear and concise written plan review comments/corrections that are necessary to prepare plans for approval.
- Established and maintained effective working relations with engineers and architects to resolve problems regarding code interpretations.

- Attended meetings with applicants, engineers and architects for clarification of review comments and verifications of corrections.
- Reviewed structural plans for wind and seismic requirements (ASCE/SI 7-10), including drag force shear wall design, diaphragm design and foundation design.

Bureau VERITAS – Costa Mesa, CA

Plan Check Engineer

June 2015 – June 2017

- Researched into the intent of the California building codes (Title 24) requirement to assist architects and engineers to comply the code interpretation.
- Prepared clear and concise written plan review comments/corrections that are necessary to prepare plans for approval.
- Established and maintained effective working relations with engineers and architects to resolve problems regarding code interpretations.
- Reviewed structure plans for wind and seismic requirements (ASCE/SE 7-10), including drag force, shear wall design, diaphragm design and foundation design.
- Worked at the public counter at the City of Corona to conduct over the counter plan review.

RADCO – Long Beach, CA

Plan Examiner

January 2015 – June 2015

- Reviewed mobile homes and factory-built structures with respect to California title 25.
- Reviewed residential and commercial building plans for conformance with the California title 2A.
- Researched into the intent of the California building codes (Title 24) requirement to assist architects and engineers to comply the code interpretation.

K.B. Leung and Associates (Structural Engineers) – Alto Loma, CA

Staff Engineer

August 2014 – November 2014

- Worked under the supervision of structural engineers to assess and analyze structures for seismic and wind analysis.
- Estimated the quantities of concrete, steel, wood and masonry from structural drawings.
- Reviewed structural corrections/comments provided by plan checkers from the City and DSA (Division of state Architects office) for code compliance.

City of Rancho Cucamonga – Rancho Cucamonga, CA

Plans Examiner (intern)

December 2011 – June 2012

- Review design-engineering calculations on proposed construction, alterations or repair of buildings to ensure compliance with public safety standards.
- Reviewed residential, commercial and industrial plans to determine compliance with relevant laws, regulations and codes (AISC, ASCE/SEI, ACI, BCRMS and Title 24, etc.).
- Worked at counter to review over the counter plan check issues.
- Attended in-house training sessions for residential plan review and residential /commercial energy workshops sponsored by Edison.

MARCH 31, 2022

PROPOSAL TO PROVIDE
ON-CALL INSPECTION, PLAN
REVIEW, & STAFFING SERVICES
(RFP #22-12)

TO THE
CITY OF COSTA MESA

APPENDIX 2

FORMS



**VENDOR APPLICATION FORM
FOR
RFP No. 22-12 ON-CALL INSPECTIONS,
PLAN REVIEW, AND STAFFING SERVICES**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

Staffing Services

☒ Code Enforcement

☒ Permit Technician

Inspection Services

☒ Building (Development Services)

☒ Fire

☒ Public Services

Plan Check Services

☒ Building (Development Services)

☒ Fire

☒ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: 4LEAF, Inc.

Contact Person for Agreement: Marcus Johnson

Title: Director of Operations E-Mail Address: MJohnson@4leafinc.com

Business Telephone: 949-887-9432 Business Fax: _____

Corporate Mailing Address: 5140 Birch Street, Second Floor

City, State and Zip Code: Newport Beach, CA 92660

Contact Person for Proposals: Katy Hada

Title: Assistant Marketing Coordinator E-Mail Address: KHada@4leafinc.com

Business Telephone: 925-462-5959 Business Fax: 925-462-5958

Is your business: (check one)

☐ NON PROFIT CORPORATION

☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Kevin Duggan	President/Secretary	925-462-5959
Gene Barry	Treasurer	925-462-5959

Federal Tax Identification Number: 943393574

City of Costa Mesa Business License Number: N/A

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services** at any time after **March 1, 2022**.



Signature

Date: 3/30/2022

Marcus Johnson

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): 4LEAF, Inc.

Active licenses issued by the California State Contractor's License Board:

Business Address: 5140 Birch Street, Second Floor

Website Address: 4leafinc.com

Telephone Number: 949-887-9432

Facsimile Number: N/A

Email Address: MJohnson@4leafinc.com

Length of time the firm has been in business: 21 Years

Length of time at current location: 2019

Is your firm a sole proprietorship doing business under a different name: ___Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 943393574

Regular Business Hours: 8-5 Monday-Friday

Regular holidays and hours when business is closed: 4LEAF observes 8 of the standard holidays including 1/1, 2/15, 5/31, 7/5, 9/6, 11/25, 11/26, and 12/24

Contact person in reference to this solicitation: Katy Hada

Telephone Number: 925-462-5959

Facsimile Number: 925-462-5958

Email Address: KHada@4leafinc.com

Contact person for accounts payable: Tysh Solis

Telephone Number: 925-462-5959

Facsimile Number: 925-462-5958

Email Address: TSolis@4leafinc.com

Name of Project Manager: Marcus Johnson

Telephone Number: 909-996-0511

Facsimile Number: N/A

Email Address: MJohnson@4leafinc.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: County of Los Angeles

Contact Name: Justin Soo Hoo, P.E.

Contract Amount: \$15 Million

Email: JSooHoo@DPW.LaCounty.gov

Address: 900 S. Fremont Ave., Alhambra, CA 91803

Brief Contract Description: Provided County with inspection services consisting of combination building inspection services, code enforcement/property rehabilitation services, and business license clearances.

Company Name: City of Hemet

Telephone Number: 951-634-1575

Contact Name: Sara Retmier, CBO

Contract Amount: \$185,000

Email: SRetmier@CityofHemet.org

Address: 445 E. Florida Ave., Hemet, CA 92543

Brief Contract Description: 4LEAF provides plan review, field inspection, and permit technician services as needed on an on-call basis.

Company Name: City of Indian Wells

Telephone Number: 760-776-0230

Contact Name: Craig DeGroot, CBO

Contract Amount: \$75,000

Email: CDeGroot@IndianWells.com

Address: 44-950 Eldorado Drive, Indian Wells, CA 92210

Brief Contract Description: 4LEAF provides third party plan check services, including electronic plan review, ICC Certified Plans Examiners, and works with the Building Official to review plans and documents for code compliance.



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A	N/A	N/A	N/A	N/A

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

4LEAF, Inc.

Bidder/Applicant/Proposer

3.30.2022

Date

EXHIBIT C
FEE SCHEDULE

PROPOSAL TO PROVIDE ON-CALL INSPECTION, PLAN REVIEW, & STAFFING SERVICES (RFP #22-12)

TO THE
CITY OF COSTA MESA
COST PROPOSAL

SUBMITTED BY



4LEAF, INC.

ENGINEERING . CONSTRUCTION MANAGEMENT
PLAN CHECK . BUILDING INSPECTION . PLANNING

City of Costa Mesa
Finance Department
ATTN: Jackqueline Nguyen
77 Fair Drive 1st Floor
Costa Mesa, CA 92626

March 31, 2022

**RE: Proposal to Provide On-Call Inspections, Plan Review, and Staffing Services
(RFP # 22-12) Cost Proposal.**

Dear Ms. Nguyen,

4LEAF, Inc. (4LEAF) is pleased to present our Cost proposal to provide On-Call Inspection, Plan Review, and Staffing Services to the City of Costa Mesa (City). All information within this proposal shall be valid for a period of time no less than 180 days following proposal submission on March 31, 2022.

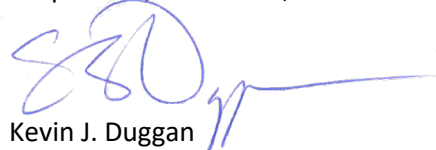
Should you have any questions of concerns, please do not hesitate to reach out to either Marcus Johnson, the Executive Project Manager with the City, or Katy Hada, the Assistant Marketing Coordinator. They can be contacted at:

☒ **Contact**

Executive Project Manager Director of Operations	Assistant Marketing Coordinator
Marcus Johnson Office: (949) 877-9432 Mobile: (909) 916-0511 Email: MJohnson@4leafinc.com	Katy Hada Office: (925) 462-5959 Mobile: (510) 604-4509 Email: KHada@4leafinc.com

We appreciate this opportunity to present our qualifications and we look forward to the City's decision.

Respectfully submitted,



Kevin J. Duggan
President

Revised Cost Proposal

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Job Title	Hourly Rate	Overtime Hourly Rate
Building & Fire		
Plans Examiner	\$115/Hour	\$172.50/Hour
Fire Protection Engineer (FPE)	\$180/Hour	\$270/Hour
Fire Prevention Officer	\$150/Hour	\$225/Hour
Fire Plans Examiner	\$150/Hour	\$225/Hour
Chief Building Official	\$160/Hour	\$240/Hour
Structural Plan Review Engineer	\$150/Hour	\$225/Hour
Plans Examiner	\$115/Hour	172.50/Hour
Certified Access (CAsp) Inspector	\$155/Hour	232.50/Hour
Certified Access (CAsp) Plans Examiner	\$155/Hour	232.50/Hour
Senior Combination Building Inspector (Building Inspector III)	\$125/Hour	187.50/Hour
Commercial Building Inspector (Building Inspector II)	\$115/Hour	\$172.50/Hour
Residential Building Inspector (Building Inspector I)	\$105/Hour	\$157.50/Hour
Trainee Inspector	\$85/Hour	\$127.50/Hour
Permit Manager	\$105/Hour	\$157.50/Hour
Senior Permit Technician	\$90/Hour	\$135/Hour
Permit Technician	\$80/Hour	\$120/Hour
Clerk/Administrator	\$70/Hour	\$105/Hour

Fire Protection Engineer (FPE)	\$180/Hour	\$270/Hour
Fire Prevention Officer	\$150/Hour	\$225/Hour
Fire Plans Examiner	\$150/Hour	\$225/Hour
Fire Inspector II	\$125/Hour	\$187.50
Fire Inspector I	\$115/Hour	\$172.50/Hour
Inspector of Record	\$145/Hour	\$217.50/Hour
DSA Class 1/OSHPD A Inspector	\$155/Hour	\$232.50/Hour
DSA Class 2/OSHPD B Inspector	\$115/Hour	\$172.50/Hour
DSA Class 3/OSHPD C Inspector	\$105/Hour	\$157.50
GoFormz Software	\$50/user monthly	N/A
Code Enforcement		
Project Manager	\$180/Hour	\$270/Hour
Director of Code Enforcement	\$170/Hour	\$255/Hour
Senior Code Enforcement Officer	\$135/Hour	\$202.50
Code Enforcement Officer	\$110/Hour	\$165/Hour
Administrative Support	\$80/Hour	\$120/Hour
Project Management		
Project Manager	\$225/Hour	\$337.50/Hour
Principal-in-Charge	\$255/Hour	\$382.50
Engineering, Public Works Inspection, & Construction Management Services		
Civil Plan Review (Grading, Improvement Plans)	\$170/Hour	\$255/Hour
Traffic Engineer	\$225/Hour	\$337.50/Hour
Construction Manager	\$156/Hour	\$234/Hour
Certified Access Specialist (CASp) Inspector	\$155/Hour	\$232.50/Hour
Certified Access Specialist (CASp) Inspector (Nighttime)	\$179/Hour	N/A
Certified Access Specialist (CASp) Plans Examiner	\$155/Hour	\$232.50
Public Works Inspector	\$144/Hour	\$216/Hour
Public Works Inspector (Nighttime)	\$162/Hourly	N/A
Public Works Inspector Apprentice	\$92/Hour	\$138/Hour

FEE PROPOSAL

FY2022-2023 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF COSTA MESA

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Building Plan Review Percentage: 60% <i>(Inclusive of all disciplines except Civil which are billed on an hourly basis)</i> Building Plan Off-Site Review <i>(Reviews for revisions, modifications, and changes after the permit is issued).</i> Shall be charged on hourly basis: Plans Examiner..... \$115/hour Fire Plan Review Percentage: 60% Hourly Plan Review Fire Fire Protection Engineer (FPE)..... \$180/hour Fire Prevention Officer..... \$150/hour Fire Plans Examiner..... \$150/hour	Fee includes: ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Percentages excludes Civil plan review, which is billed on an hourly basis ➤ Shipping, courier, and electronic service.

Building & Fire

Chief Building Official	\$160/hour
Structural Plan Review Engineer	\$150/hour
Plans Examiner	\$115/hour
Certified Access Specialist (CASp) Inspector	\$155/hour
Certified Access Specialist (CASp) Plans Examiner	\$155/hour
Senior Combination Building Inspector (Building Inspector III)	\$125/hour
Commercial Building Inspector (Building Inspector II)	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$105/hour
Trainee Inspector.....	\$85/hour
Permit Manager.....	\$105/hour
Senior Permit Technician.....	\$90/hour
Permit Technician.....	\$80/hour
Clerk/Administrator.....	\$70/hour
Fire Protection Engineer (FPE).....	\$180/hour
Fire Prevention Officer	\$150/hour
Fire Plans Examiner	\$150/hour
Fire Inspector II.....	\$125/hour
Fire Inspector I.....	\$115/hour
Inspector of Record	\$145/hour
DSA Class 1 / OSHPD A Inspector	\$155/hour

DSA Class 2 / OSHPD B Inspector	\$115/hour
DSA Class 3 / OSHPD C Inspector.....	\$105/hour
GoFormz Software	\$50/user monthly

Code Enforcement

Project Manager	\$180/hour
Director of Code Enforcement	\$170/hour
Senior Code Enforcement Officer.....	\$135/hour
Code Enforcement Officer.....	\$110/hour
Administrative Support	\$80/hour

Planning

Housing Policy Director	\$215/hour
Planning Director	\$205/hour
Principal/Planning Manager	\$175/hour
Senior Planner	\$160/hour
Associate Planner	\$140/hour
Assistant Planner	\$115/hour
Planning Technician.....	\$90/hour

Project Management

Project Manager	\$225/hour
Principal-in-Charge	\$255/hour

Engineering, Public Works Inspection, & Construction Management Services

Civil Plan Review (Grading, Improvement Plans)	\$170/hour
Traffic Engineer.....	\$225/hour
Construction Manager.....	\$156/hour
Certified Access Specialist (CAsp) Inspector (Regular time)	\$155/hour
Certified Access Specialist (CAsp) Inspector (Nighttime)	\$179/hour
Certified Access Specialist (CAsp) Inspector (Overtime).....	\$286.75/hour
Certified Access Specialist (CAsp) Plans Examiner	\$155/hour
Public Works Inspector (Regular Time)	\$144/hour
Public Works Inspector (Nighttime)	\$162/hour
Public Works Inspector (Overtime)	\$194.40/hour
Public Works Inspector Apprentice	\$92/hour

BASIS OF CHARGES – BUILDING, FIRE, & PLANNING

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City’s fee resolution for expedited service. The City collects 25% of the Building Permit fee and the Consultant shall charge the customer 100% of the plan check fee. The Consultant shall complete its initial review in half the time specified by the City’s Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant.
- Larger complex Public and Private plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and two (2) rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and two (2) rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2022-2023 contract period. 3% escalation for FY2023-2024, FY2024-2025 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular time rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.

- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:

- <i>Nighttime (work begun after 4PM or before 5AM)</i>	<i>1.125 x hourly rate</i>
- <i>Overtime (over 8-hour M-F or Saturdays)</i>	<i>1.35 x hourly rate</i>
- <i>Overtime (over 8 hours Sat or 1st 8-hour Sun)</i>	<i>1.85 x hourly rate</i>
- <i>Overtime (over 8 hours Sun or Holidays)</i>	<i>2.35 x hourly rate</i>
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- Payment due on receipt.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.