

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BUREAU VERITAS NORTH AMERICA, 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 BUREAU VERITAS NORTH AMERICA, INC., a Delaware 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:

Bureau Veritas North America, Inc.  
1601 Sawgrass Corporate Parkway, Suite 400  
Ft. Lauderdale, FL 33323  
Tel: (916) 514-4516  
Attn: Craig Baptista

### 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

### 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 resolving 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  $\$775 + \$700 = \$1475$ .  $\$1475 \times 60\% = \$885$  in permit fees.  $\$1,475 \times 40\% = \$590$  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**

**ATTACHMENT 1**  
**BUILDING PERMIT FEES**

**TABLE 1A-A – BUILDING PERMIT FEES**

	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$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**



**BUREAU  
VERITAS**

# PROPOSAL

## RFP #22-12: ON-CALL INSPECTIONS, PLAN REVIEW, AND STAFFING SERVICES

### **CITY OF COSTA MESA CONTACT**

Jackqueline Nguyen  
77 Fair Drive 1st Floor  
Costa Mesa, CA  
714.754.5630  
jackqueline.nguyen@costamesaca.gov

**March 31, 2022**

### **CONTACT REGARDING PROPOSAL**

Craig Baptista, Vice President - Facilities Division, West Region  
Bureau Veritas North America, Inc.  
180 Promenade Circle, Suite 150  
Sacramento, CA 95834  
916.514.4516 (Office); 916.291.9151 (Mobile)  
craig.baptista@bureauveritas.com



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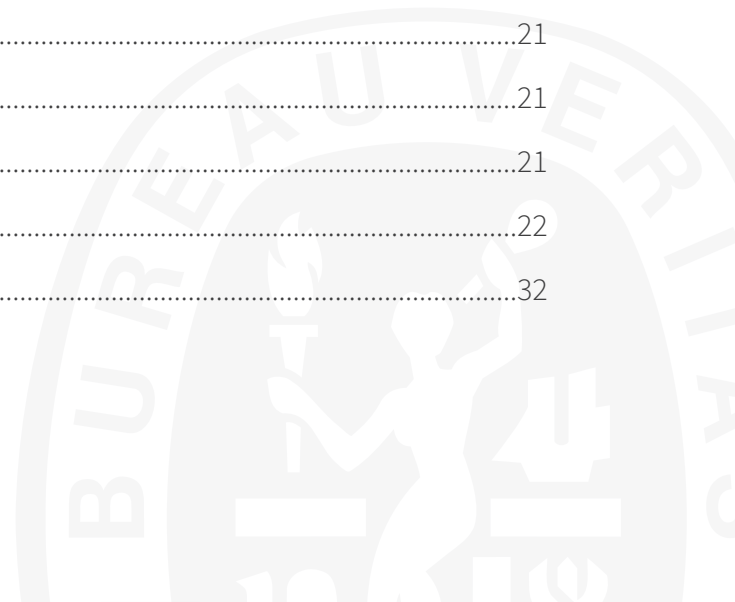
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# COVER LETTER

March 31, 2022

Jackqueline Nguyen  
77 Fair Drive 1st Floor  
Costa Mesa, CA  
714.754.5630  
jackqueline.nguyen@costamesaca.gov

## Re: RFP #22-12 for On-Call Inspections, Plan Review, and Staffing Services

Dear Ms. Nguyen,

Bureau Veritas North America, Inc. (BV) is pleased to present the following proposal to deliver On-Call Inspections, Plan Review, and Staffing Services to the City of Costa Mesa, CA (the City). Our submittal will highlight our experience providing similar services to other cities, counties, and municipal departments as well as to the City itself. We have the breadth and depth of resources, skills, and expertise needed to provide excellent permit technician, inspection, and plan check services to the City. We are an industry leader in the code compliance sector and take great pride in our ability to provide exemplary services to our clients.

**It has been our pleasure to serve the City of Costa Mesa through the provision Fire and Building Plan Review, Inspections, and Permit Counter Services since 2007.** Our team of professionals has worked on numerous projects for the City and learned a tremendous amount about fulfilling its requirements. With a full staff based locally who already possess a protracted understanding of the City's policies and procedures, an established and successful working relationship with the City's employees, and a robust allocation of resources, we are well positioned to deliver services of the very highest caliber. We greatly value our relationship with the City and believe we are the best firm to continue meeting its needs and demands.

We have provided professional services to nearly 200 agencies throughout California since 1975. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. Our commitment to providing accurate and appropriate solutions to our clients and ability to quickly and effectively meet the needs of the communities we serve makes BV an ideal partner. We are dedicated to providing a collaborative and solution oriented approach to the delivery of inspections and plan review services which will continue to foster a successful partnership.

We offer optimal solutions to deliver quality services:

- Unparalleled plan review and inspection expertise in the areas of Building, Fire, and Public Services
- Established relationships to ensure timely service delivery, transparency, and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication
- Extensive and proven experience providing services in the City of Costa Mesa as well as the Southern California region

A unique feature of Bureau Veritas is the company, as a whole, is subject to the high standards of the ISO 9001:2015 Quality Management System. This system is applied to our entire operation and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.

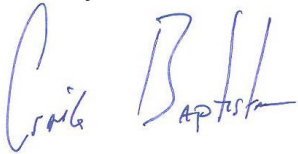
## COVER LETTER

Our partnership with the City of Costa Mesa will be managed out of our Irvine office (**220 Technology Drive, Suite 100, Irvine, CA 92618; 949.860.4800**), with support as needed from additional staff located in BV's six supplementary offices throughout the state, enabling quick and efficient responses. The prime contact authorized to bind the firm will be **Craig Baptista, Vice President, Facilities Division - West Region**. Additionally, the firm's Project Manager will be **Trang Huynh, P.E., C.B.O.**, who has had the honor of serving the City for many years and possesses an extensive understanding of its standards and needs. The contact information for these individuals can be found below.

BV possesses the full compliment of personnel, resources, and expertise needed to deliver on the Inspection Services and Plan Check Services scope of work presented in RFP #22-12 and will not be collaborating with any subcontractors for the provision of services.

Our team looks forward to continuing its long, successful, and professional relationship with the City of Costa Mesa through unparalleled service delivery, promoting transparency in our work, improving efficiencies, and exceeding your expectations.

Sincerely,



Craig Baptista  
Vice President - Facilities Division, West Region  
Bureau Veritas North America, Inc.  
180 Promenade Circle, Suite 150  
Sacramento, CA 95834  
916.514.4516 (Office); 916.291.9151 (Mobile)  
craig.baptista@bureauveritas.com



Trang Huynh, P.E., C.B.O.  
Regional Manager, Southern California  
Bureau Veritas North America, Inc.  
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Irvine, CA 92618  
714.431.4123 (Office); 714.487.4223 (Mobile)  
trang.huynh@bureauveritas.com



# BACKGROUND AND PROJECT SUMMARY SECTION

## UNDERSTANDING OF THE CITY OF COSTA MESA AND THE WORK TO BE DONE

BV has reviewed the City of Costa Mesa's specific required scope of services presented in RFP #22-12 and is prepared to continue addressing the unique needs and considerations associated with the provision of On-Call Inspections, Plan Review, and Staffing Services. BV possesses extensive experience with regards to the delivery of the aforementioned services for projects which require high quality customer service, improved efficiency, and the capacity to work with customers to resolve challenges with innovation while ensuring public safety through the enforcement of the State and City Codes and other applicable laws.

**Furthermore, BV's background with the City of Costa Mesa extends beyond the provision of on-call services as the firm has had the opportunity to place in-house personnel including a Permit Technician as well as Plan Review staff.**

### Plan Check Services (Building Division)

BV is the largest plan review firm in the United States, providing full service code consulting and plan review services. The firm's personnel have performed and managed plan review for thousands of projects. Project types include office and industrial, hotels, institutional occupancies, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure. BV's staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Geotechnical, lab testing, and other reports are considered in the plan review process. The firm is well positioned to meet the needs of the City and deliver discipline-specific plan reviews (e.g., structural, mechanical, access, street, drainage, map, civil infrastructure, etc.)

The firm has specific experience working through a variety of challenges including infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of unreinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects, and high tech, research and development facilities.

BV's plan review services for the City shall endeavor

to adhere to current codes, with detailed plan review letter comments, reference plan sheets numbers and code sections, and two copies (one electronic) of the plan review corrections list are provided for each reviewed project. Services include recheck of plans after the applicant has made corrections, review and recheck of field changes, and deferred submittals and review and recheck of additional work on the project as needed.

BV has the capacity to continue providing the following plan review services to the City of Costa Mesa (the firm understands over 1,600 plan checks were performed in 2021 and possesses the personnel and resources to assist in the timely delivery of services associated with this workload):

- Architectural, fire and life safety plans examination
- Structural plans examination
- Lot line adjustments
- Energy code plans examination
- Accessibility requirements including:
  - » Barrier free plans examination requirements
  - » Disabled access
  - » CASp
  - » ADA
- Mechanical, plumbing, and electrical code plans examination
- Review and approval of alternate materials, alternative design and methods of construction
- Green Building and LEED consulting including:
  - » LEED submittal consultation
  - » Green building consulting including CAL Green
  - » ENERGY STAR verification
  - » Energy efficiency audits
- Civil plans examination including:
  - » Grading and drainage
  - » NPDES/SWPPP
  - » Development
  - » Infrastructure
  - » Water and wastewater
  - » Sewer
- Fire plan review including:
  - » Fire sprinkler/fire alarm
  - » Smoke detection and dampers
  - » Underground



# BACKGROUND AND PROJECT SUMMARY SECTION

## Architectural Review

BV blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor its solutions specific to the City as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 40 years.

## Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multifamily residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions.

## Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

## Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

## Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

## Green Building Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code development in California and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance. The firm has staff available to the City who are CAL Green Certified.

## Permit Technician Staffing Services

BV is available to work and build positive relationships with the City's staff to seamlessly staff the Planning Department Building Services public counter, issue counter permits, answer plan review or inspection questions, and assist applicants, interested parties, property owners, homeowner associations, various government agencies, and other City departments with a high level of customer service. BV will provide the City with ICC certified Permit Technicians and services may include, but are not limited to, the following:

- Interface with the public, internal staff, and related departments and assist with building, planning, engineering, and fire permit requirements, applications and permit fees, application filing procedures and processing, and permit status
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software
- Provide assistance with general office and administrative duties as assigned

# BACKGROUND AND PROJECT SUMMARY SECTION

## Inspection Services (Building Division)

BV inspectors are ICC certified and have extensive experience in the construction trades as well. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, the firm's inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also have the capacity to provide on-call building inspection services to cover staff vacation time, peak work loads (the firm acknowledges approximately 250 inspections are performed weekly in the City), specialized inspection activities, and any other situations which may arise. These activities may include next-day inspections and same-day response to important or urgent requests. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept.

## CASp Services

BV's team has CASp certified individuals who are able to respond to the needs of the City of Costa Mesa quickly. Accessibility plans for the City will be reviewed by a CASp professional and the firm currently provides CASp certified individuals to multiple jurisdictions in California to meet the requirements of SB 1608. Additionally, the team includes ICC Certified accessibility plans examiners and inspectors who routinely conduct accessibility reviews of projects throughout the State from minor restroom upgrades to significant ADA compliance improvements.

## Fire Safety Services

### Fire Inspections

BV can place an experienced fire inspector for a single project, to augment existing staff, or cover staff vacations and other leaves of absences. If the Fire Department wishes, the firm can even provide all fire inspection on a daily basis (BV understands approximately 50-60 fire inspections are performed in the City per month). Systems and components BV inspect include, but are not limited to:

- Fire sprinklers, including systems beginning at the property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems

- Exits
- Emergency Lighting
- Voice evacuation systems
- Fire permit inspections

Additionally, the firm can provide annual inspections of all aspects of the fire permit requirements. BV can provide inspections annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

### Fire Plan Review

BV staff have the capacity to consult closely with the Fire Department Chief or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan check engineers have specific experience working with multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health & Safety Codes, CSFM, and U.L. BV's experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures. The firm's staff have reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others. All personnel assigned to the Fire Department's projects (BV acknowledges the current fire plan check workload in the City is approximately 500-600 plan checks annually) will have the necessary materials, resources, and training available to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

BV's fire plan reviews include, but are not limited to, the following:

- Fire sprinkler systems with hydraulic calculations
- Fire alarm systems, including pre-recorded voice evacuation systems
- Smoke detection and dampers
- Fire pumps
- Standpipe systems
- Underground water systems for fire suppression systems
- Architectural, fire and life safety plans examination



# BACKGROUND AND PROJECT SUMMARY SECTION

- Mechanical, plumbing, and electrical code plans examination applicable to fire construction and requirements
- Review and approval of alternative materials/alternative design methods of construction
- Fire plan reviews for the Department's entitlement and development process

The firm possesses the resources and personnel to assist the City in timely service delivery associated with the approximately 500+ fire plan checks performed annually.

## Public Services Department Services

BV's extensive experience providing Plan Review Services to other public agencies enables the firm to evaluate items which are essential to providing effective services to the City.

BV offers services which range from reviewing a single, complex or unique project to handling all plan review needs for an entire jurisdiction. BV's staff is dedicated to providing the highest level of customer service and ensuring all work is in conformance with all requirements. The firm's resources can be adjusted on fast-track projects to meet demanding schedules, as needed.

## Plan Review Compliance Standards

The firm's professional staff evaluates all city, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements such as ADA and NPDES, state requirements including the requirements of any affected utilities, districts, or agencies.

Civil infrastructure and site plans are reviewed for conformance to the following quality standards:

- Greenbook
- Caltrans Standard Plans and Specifications
- Geotechnical Report recommendations
- Conditions of Approval of the use permit or Tentative Map
- Municipal Code and local ordinances
- Jurisdiction's design guidelines and standard plans and specifications
- ADA and Title 24 accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements

- Requirements of affected outside agencies and utility districts

BV's professional plan checkers will provide a comprehensive assessment of the conformance of submitted improvement plans to these quality standards as well as others required by the City of Costa Mesa.

## Improvement Plan Review

The following outlines the firm's typical scope of services for the review of plans:

- Grading plans
- Storm drain plans
- Street improvement plans and traffic signal plans
- Tenant improvement plans
- Water, sewer and reclaimed water pipeline plans
- Water, sewer and reclaimed water mechanical and electrical plans
- Structural plans, technical specifications, and structural calculations for retaining walls, sound walls, bridges and other structures and structural components
- Structural and technical calculations, studies, and reports associated with various plan submittals
- Tract and parcel maps
- Records of Survey
- Lot line adjustments
- Easement documents
- Water Quality Management Plans (WQMP)
- Other plans, drawings, specifications, and surveying documents as needed

Prompt delivery of quality plan reviews is the hallmark of BV's service. To achieve this, it is important for the plan examiner to see the "big picture" during the approval process and to expedite the review while assuring adherence to all City standards and requirements.

## Public Infrastructure/Storm Water Inspections

BV's civil inspectors have valid certifications as Public Infrastructure Inspectors (CPII) or comparable certifications or educations. Additionally, they possess valid California Storm Water Quality Association (CASQA) certificates as a Qualified Storm Water Pollution Plan SWPPP Practitioners (QSP) and have a minimum of three years of professional experience to qualify for Envirocert International requirements to be a Certified Erosion Sediment and Storm Water

## METHOD OF APPROACH

Inspector (CESSWI) as a precondition to qualify for the CASQA QSP examination.

BV field personnel have many years of experience inspecting major road improvement projects, wet utilities, business parks, shopping centers, new residential housing developments, infrastructure, and **public right-of-way projects**. The proposed team has specific experience working with infrastructure, mass grading, roads, sidewalks, curb and gutter, underground utilities, AC overlay, sub grade, structural, irrigation, landscaping, and water quality/stormwater compliance.

BV staff are available to provide on-site extension of public engineering staff to interface with designers, developers, property owners, contractors, and permitting agencies to develop, construct, and close-out projects.

BV inspectors are well versed in the unique documentation and record keeping requirements for land development and public agency projects, such as force account work, quantity sheet calculations and records, and staffing and equipment identification. Many of the firm's inspectors have years of experience working as tradesmen and supervisors for construction contractors, and this experience allows for BV inspectors to anticipate job-site problems, and offer constructive recommendations for solutions.

### Disaster Support Services

For more than 40 years, BV has been providing specialized building, engineering, fire, environmental health departments, and emergency/disaster response services to agencies throughout the United States. The firm has the recent continuous experience, staff expertise, and resources to execute a large range of disaster support services. BV is the ideal candidate to deliver these services due to its relationship with other post-disaster recovery and rebuild efforts, including the Cities of Malibu and Santa Rosa in response to the Tubbs and Woolsey Fires and the delivery of emergency response and recovery services for Hurricane Harvey, the Oakland Fires, the Loma Prieta Earthquake, and the Napa Earthquake.

In the event of a disaster BV's team is ready to assist with establishing and staffing a disaster recovery-centered office which offers permit intake, processing, record support, plan review, and inspection services. The firm can identify a team of engineers, plans examiners, and inspectors who will be immediately available and can report to the City of Costa Mesa on short notice.

BV's team is flexible in the services it can provide related to disaster support. The firm can propose a wide range of positions and personnel and understands if the City selects only a portion or all proposed services. BV's approach to staffing the department will include a variety of tasks, communication with the City and other consultant staff, and monitoring of staffing levels.

## METHOD OF APPROACH

### Implementation Plan

Due to BV's established and successful relationship with the City of Costa Mesa the firm will be able to seamlessly facilitate service delivery for the contract which will be executed as a result of RFP #22-12 with little to no time needed for ramp up or adjustment. BV will continue to work with the City to identify and assess immediate needs for plan review, inspections, and staffing services. The firm's project managers will continue to meet with the City regularly to evaluate workload and adjust staffing levels. Additionally, BV regularly conducts surveys and interviews and holds periodic internal stakeholder meeting in an effort to ensure the firm is fully apprised of customer satisfaction. Furthermore, BV has formulated a Quality Control program which is used to effectively manage the plan review workflow. Through the firm's **CARE** (Coordinator, Analyst, Reviewer, Expert) Program, BV's team of professionals ensures thorough, accurate, and consistent services.

### Detailed Description of Efforts to Achieve Client Satisfaction and Scope of Work

BV highly values customer feedback and works diligently to gather information from the firm's clients regarding the services provided, staff, and other areas relevant to the contract. For the City of Costa Mesa BV's team will request feedback on a regular basis, typically quarterly, to gauge the effectiveness of the firm's services and support. BV will also discuss the staff provided to the City and, if necessary, make adjustments to better interface with the City's team.

### Detailed Project Schedule Identifying All Tasks and Deliverables to be Performed

#### Plan Review Methodology

BV's proposed team is well versed in the City of Costa Mesa's requirements and is fully prepared to continue the provision of plan review services. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough.

# METHOD OF APPROACH

Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into the firm's Protrack database, processed, and returned on time to the client. BV's plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this the firm will:

- Screen and log each application to assure they are routed to all plan reviewers in a timely manner. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Submittals are reviewed for compliance with all relevant state and City requirements.
- Plan reviews will be done in accordance with local, state, and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations via telephone or virtual conferencing will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- Information shown on each permit application is verified. Construction valuation is based on information provided by the City and compared to estimates provided by the applicant.
- Provide a thorough architectural, structural, and/or civil review of design drawings and details for compliance with the applicable California Codes and other ordinances and provisions. These reviews can also be performed on revisions to plans which have previously been approved for permit issuance.
- Plan review management.
- BV assures corrections are handled as quickly and as clearly as possible. The firm's goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard

copy plans, if appropriate, and a correction letter is generated detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- Work Description
- Type of Construction
- Occupancy
- Floor Area
- Number of Stories
- Sprinkler Requirements
- The date(s) plans were received and reviewed by BV
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees, consultants, or stakeholders at any time. Telephone discussions or meetings at project sites are welcomed to assure any plan review issues are handled efficiently. BV's goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances, and regulations. Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- Completed plan review documents which include signoffs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans stamped "approved for permit issuance"
- Backup documents and reports
- All documents shall be provided in a format desired by the City

## Inspection Methodology

BV will provide the City with ICC certified personnel to provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring structural, civil, or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for

## METHOD OF APPROACH

electrical, plumbing, and mechanical code requirements.

- Perform and document inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, disabled access, and NPDES requirements including known local, city, state, and federal requirements.
- Review plans for construction, civil, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Upon request, the firm will inspect existing buildings for substandard, unsafe conditions and/or fire damaged buildings

### Plan Review and Inspection Turnaround Times

At the City's request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm can use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has established long-term partnerships with numerous agencies, including the City of Costa Mesa. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to its professional excellence is the fact it has provided services to many of its municipal clients since their incorporation. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team will maintain efficient turnaround times on all reviews as a key measurement of its performance for plan review services. The schedule presented below is representative of the review times associated with the type of construction the City can anticipate.

Project Type	Initial Review (working days)	Recheck (working days)	Expedited Review (working days)	Expedited Recheck (working days)
Complete Single-Family Projects	7	5	5	3
Revisions, Deferred Submittals, Solar Projects, Small Projects	5	3	3	3
Complete Multi-Family Projects*	10	5	5	3
Commercial/Industrial Projects*	10	5	5	3
Commercial/Industrial Interior Improvement	7	5	5	3

\* Large/Complex project time frames will be negotiated on a project by project basis

### Inspection Response Times:

- Perform all inspections on the following day after receiving inspection requests
- Weekend and emergency response type of inspections are available upon request



# METHOD OF APPROACH

## Detailed Description of Specific Tasks Required From the City

BV requests from the City the complete submittal when conducting a plan review. For permitting the firm requests from the City the guidelines for issuing a permit. BV also assume the City will have the final authority when making code decisions or interpretations. The firm will provide the proposed team with the equipment and code books necessary to perform inspection services.

## Innovative or Creative Approaches to Providing Services

BV will continue to offer flexibility for the City. Should a plan reviewer, inspector, or permit technician be needed part time, as needed, or full time, the firm's team will be able to adjust and mobilize to fully meet the workload levels of the City. BV's close proximity to the City enables the firm to respond to urgent or emergency requests or situations as well as to meet in person with members of the City's team, designers, contractors, or project owners. BV's goal and priority is to provide exceptional plan review, inspection, and permitting services without being a roadblock or delay projects. BV will work with designers, contractors, and owners to efficiently remedy nonconforming issues by meeting in person to discuss, holding conference calls, or communicating via email.

## Electronic Plan Review Capabilities

Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to their communities while focusing on their health and safety during the COVID-19 crisis.

The proposed personnel have extensive experience using many commonly used platforms such as Accela, CityTech, ProjectDox, Bluebeam, Central Square, and Cityworks.

By utilizing Bluebeam with electronic plan submittal and commenting, as well as Adobe Acrobat and other software, the firm's plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF

files via a secure and confidential FTP site in which the City of Costa Mesa also has access. BV's staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures.

Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

## Quality Assurance Program

All BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Costa Mesa. In doing so, the firm will continue to establish itself as City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

The firm's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, BV's quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

## Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the City. Similarly, expense reports and other direct expenses must be



# QUALIFICATIONS OF THE FIRM

approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of the art system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

## Project Management and Schedule Controls - Quickbase Protrack

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City's project manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise details regarding a specific

project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

## QUALIFICATIONS OF THE FIRM

### Firm Overview and Qualifications

BV is highly qualified to continue to support the needs of the City of Costa Mesa and its nearly 115,000 residents and is dedicated to meeting all of the requirements of the RFP by providing experienced, expert staff who will deliver timely, convenient, and responsive On-Call Inspections, Plan Review, and Staffing Services.

Bureau Veritas is a multi-national corporation with a history which includes 194 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers worldwide.

Within the United States, **Bureau Veritas North America, Inc., a corporation incorporated in the state of Delaware in 2003**, is recognized as being the largest code compliance firm in the nation with over 4,000 employees working out of 200+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level the City requires and continue to bring one integrated source to meet its needs.

The firm's team has the capability, knowledge, and experience to complete simple and highly complex plan review and inspections and any other requested services. BV is the largest plan review firm in the United States, with a long-established operation in California. Additionally, the firm has provided other building services for multiple jurisdictions throughout California

# QUALIFICATIONS OF THE FIRM

for 45 years. BV's staff is registered, certified, and dedicated to the firm's municipal clients.

BV will always strive to deliver excellent service and work hard to meet and exceed the City's expectations regarding all agreed upon turnaround times. The firm's proposed program establishes a process to ensure the City will receive only the highest quality inspections. BV's objective for the City will be to verify compliance with the City's adopted building codes, zoning ordinances, drainage regulations, and other adopted ordinances, polices and standards, as well as any relevant program standards and requirements.

BV's staff knows the value of clear and transparent communication and how to work together as a team in conjunction with a jurisdiction. This philosophy is put into practice on all of the firm's projects and is a great value to its municipal clients. BV's intimate familiarity with the City of Costa Mesa, exceptional attention to customer service, large pool of experienced personnel, and ability to provide value added services, including virtual inspections upon request, make BV the optimal choice for meeting the City's ongoing Plan Review and Inspection needs.

## Requested Corporate Information

- Corporate Office Address: 1601 Sawgrass Corporate Parkway, Suite 400, Ft. Lauderdale, FL 33323
- First and Last Names of Officers:
  - » Shawn Till, Executive Vice President and Chief Executive Officer
  - » Heather B. Bush, Esq., Vice President, General Counsel, and Compliance Officer
  - » Linda Davachi, Chief Financial Officer and Treasurer
  - » Hillaire Fournier, Deputy Chief Financial Officer and Deputy Treasurer
  - » Ronald Stupi, Chief Operating Officer and Senior Vice President
  - » Gus Guerrero, Vice President and Chief Operating Officer - Facilities Division
- Local Office Address: 220 Technology Drive, Suite 100, Irvine, CA 92618
- Date Local Office Opened: 2019
- All Businesses Owned or Controlled by BV or Business Manager Doing Similar Business in California Under Another Name: Not Applicable
- All Businesses for Which BV or BV's Business Manager is or was an Officer, Director, or Partner Doing Similar Business in California Under Another Name: Not Applicable
- Number of Years in Business Under Present Business Name: 194 years (Bureau Veritas); 19 years (Bureau Veritas North America, Inc.)

## List of Current and Previous Contracts Similar to the Requirements for Costa Mesa

BV has extensive experience in the provision of On-Call Inspections, Plan Review, and Staffing Services to the City of Costa Mesa, throughout the state of California, and across the United States. The most important selection criteria for clients who choose BV is expertise. Having provided building and safety services for over a century, the firm is the foremost expert in the field. The firm's greatest asset is its reputation. This reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following pages provide a sampling of demonstration of successful experience which exhibits technical competence and specialization in projects similar in scope and complexity to the proposed work indicated in the City of Costa Mesa's RFP.

## QUALIFICATIONS OF THE FIRM

### **FIRE AND BUILDING PLAN REVIEW, INSPECTIONS, AND PERMIT COUNTER SERVICES**

#### **City of Costa Mesa, CA**

CONTACT: ZIAD DOUDAR, BUILDING OFFICIAL  
ADDRESS: 77 FAIR DRIVE, COSTA MESA, CA 92628  
TELEPHONE: 714.754.5604  
EMAIL: ZIAD.DOUDAR@COSTAMESA.GOV  
DATES OF SERVICES: 2007 – PRESENT

BV has provided Building Plan Check services for residential and commercial properties to the City of Costa Mesa since 2007. The firm also provided counter technician services as an on-site extension of staff. Additionally, BV has placed a registered civil engineer to assist with all building plan check needs. BV also provides third party plan review for projects in the City. Select projects include: Tesla's maintenance and repair facility and support offices; AAA (Inter-insurance Exchange); The Irvine Company/White Box; Meridian Link; Buffalo Wild Wings; Legacy Red Hill Center.



### **PLAN REVIEW, INSPECTION, CODE ENFORCEMENT, AND PERMIT PROCESSING SERVICES**

#### **City of Garden Grove, CA**

CONTACT: DAVID DENT, BUILDING OFFICIAL  
ADDRESS: 11222 ACACIA PARKWAY, GARDEN GROVE, CA 92840  
TELEPHONE: 714.741.5343  
EMAIL: DDENT@GGCITY.ORG  
DATES OF SERVICES: 2017 – PRESENT

BV was selected to provide plan check, inspection, code enforcement, and permit processing services to the Building Division of City of Garden Grove. Projects include commercial, retail, tenant improvements, single and multi-family residential projects. Select projects include: Garden Brook Senior Village (8 story mixed-use steel framed building, 380,000 SF building with 2 floors of commercial and office uses and 6 floors of 394 senior housing units) and a new hotel/retail project (769 room hotels, parking structure and 60,000 SF of retail, restaurants, and office spaces).





# QUALIFICATIONS OF THE FIRM

## PLAN REVIEW AND INSPECTION SERVICES

### City of Redondo Beach, CA

CONTACT: KEVIN O'FLAHERTY, INTERIM CHIEF BUILDING OFFICIAL

ADDRESS: 415 DIAMOND STREET, REDONDO BEACH, CA 90277

TELEPHONE: 310.318.0636 EXT. 2614

EMAIL: KEVIN.OFLAHERTY@REDONDO.ORG

DATES OF SERVICES: 2021 – PRESENT

BV has provided plan check and inspection services to the City of Redondo Beach since 2021. Plan reviews for commercial, industrial, and complex residential projects include architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance. Accessibility plans are reviewed by CASp. The firm provides ICC certified, experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, HVAC, energy conservation, accessibility, grading and site work.



## FIRE PLAN REVIEW SERVICES

### City of Oceanside, CA

CONTACT: DAVID PARSONS, DIVISION CHIEF / FIRE MARSHAL

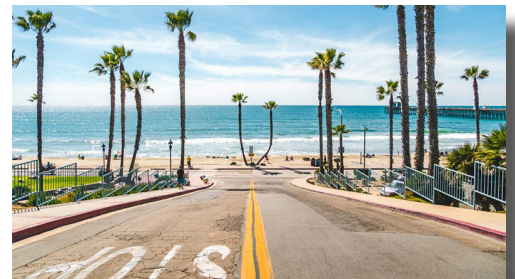
ADDRESS: 300 NORTH COAST HIGHWAY, OCEANSIDE, CA 92054

TELEPHONE: 760.435.4313

EMAIL: DPARSONS@CI.OCEANSIDE.CA.US

DATES OF SERVICES: 2013 – PRESENT

Under the direction of the Division Chief BV has delivered fire plans examiner services to the City of Oceanside since 2013. These services include, but are not limited to, the provision of comprehensive and accurate fire and life safety plan review and inspection services to ensure compliance with applicable Federal, State, and local safety laws, ordinances, and codes; the review of site plans for access and water supply; the review of building and tenant improvement plans; the review of fire protection systems including fire sprinkler, fire alarm, and kitchen hood extinguishing systems; and reviewing other types of plan reviews as part of various code permitted activities.



## QUALIFICATIONS OF THE FIRM

### BUILDING AND CIVIL ENGINEERING PLAN CHECK AND INSPECTION SERVICES

#### Orange County Public Works

CONTACT: HADI TABATABAEE, BUILDING OFFICIAL

ADDRESS: 333 W. SANTA ANA BLVD., SANTA ANA, CA 92701

TELEPHONE: 714.667.8843

EMAIL: HADI.TABATABAEE@OCPW.OCGOV.COM

DATES OF SERVICES: 2012 – PRESENT

BV has provided map review, civil engineering, and building plan review and inspection services for over eight years to Orange County Public Works (OCPW). The firm is the prime consultant for the aforementioned services to the County. Prominent projects the firm has worked on with the agency include:

**The Rancho Mission Viejo (The Ranch) Development** - BV is currently providing building plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. The 23,000- acre development is composed of 6,000 buildable acres. This development is projected to have a total of 14,000 dwelling units along with approximately 17,000 acres of open space. Firm staff review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval. BV is currently collaborating with OCPW as they prepare to begin the next Planning Areas of this development. The scope of these next phases includes the development of 3,313 gross acres (2,666 development acres and 647 open space acres), 7,500 maximum dwelling units, over 3.2 million sq. ft. of non-residential development, a 201 acre urban activity center, a 19 acre neighborhood activity center, and a 50 acre business park.

**John Wayne Airport** - BV's surveying personnel performed a field design survey along the western shoulder of the San Diego Freeway (Interstate 405) for the final engineering design of an exit ramp to the Main Street Parking Facility. Conventional cross sections were taken and were tied to the existing airport control network. The digital data was then translated into a digital terrain model and basesheet for final design.



## QUALIFICATIONS OF THE FIRM

Over the past 40 years, BV has served nearly 200 jurisdictions throughout the state of California. The following presents a partial list of clients to which the firm has had the pleasure of working with in Southern California.

- City of Agoura Hills
- City of Aliso Viejo
- City of Alpine
- City of Anaheim
- City of Anza
- City of Beverly Hills
- City of Blythe
- City of Brea
- City of Burbank
- City of Carson
- City of Cathedral City
- City of Chino
- City of Chino Hills
- City of Chula Vista
- City of Commerce
- City of Corona
- **City of Costa Mesa**
- City of Covina
- City of Culver City
- City of Desert Hot Springs
- City of El Centro
- City of Escondido
- City of Fillmore
- City of Fontana
- City of Fullerton
- City of Garden Grove
- City of Glendale
- City of Hesperia
- City of Huntington Beach
- City of Imperial County
- City of Indio
- City of Irvine
- City of Irwindale
- City of Jurupa Valley
- City of La Mesa
- City of La Quinta
- City of Laguna Hills
- City of Laguna Niguel
- City of Lake Elsinore
- City of Lancaster
- City of Lawndale
- City of Lompoc
- City of Long Beach
- City of Los Alamitos
- City of Malibu
- City of Manhattan Beach
- City of Mojave Desert
- City of Moreno Valley
- City of Murrieta
- City of Needles
- City of Newport Beach
- City of Norco
- City of Oceanside
- City of Ojai
- City of Ontario
- City of Orange
- City of Oxnard
- City of Palm Desert
- City of Pico Rivera
- City of Placentia
- City of Pomona
- City of Port Hueneme
- City of Poway
- City of Rancho Cucamonga
- City of Rancho Mirage
- City of Rancho Palos Verdes
- City of Rancho Santa Margarita
- City of San Bernardino
- City of San Clemente
- City of San Diego
- City of Santa Ana
- City of Santa Barbara
- City of Santa Clarita
- City of Santa Maria
- City of Santa Monica
- City of Santa Paula
- City of Simi Valley
- City of Solvang
- City of South El Monte
- City of Southgate
- City of Thousand Oaks
- City of Torrance
- City of West Covina
- City of West Hollywood
- City of Whittier
- City of Ventura
- City of Yorba Linda
- County of Alpine
- County of Los Angeles
- County of Riverside
- County of San Diego
- County of San Bernardino
- County of San Luis Obispo
- County of Santa Barbara
- County of Orange
- County of Riverside
- County of Ventura

## QUALIFICATIONS OF THE FIRM

### Supporting the Communities BV Serves

Community character is conveyed by not only grand buildings and public spaces but a whole range of elements: residences of all sizes and scale; commercial, government, and institutional buildings; street cross sections; street furniture and graphics; public places, large and small; ceremonial buildings; informal activities such as street markets and fairs; and the food, language, and personalities which contribute to a community's narrative.

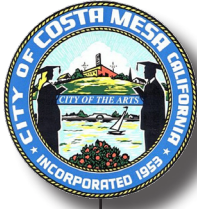
In an effort to adopt the spirit and proud nature of the community, BV employees are encouraged to regularly support and participate in local activities and events. The firm will strive to preserve and enhance the local identity, uniqueness, and culture of Costa Mesa and its community. The BV team will adopt the policies, processes, and procedures for the Development Services Department, Fire Department, and Public Services Department which reinforce the underlying philosophy and vision already established.



# KEY PERSONNEL

## KEY PERSONNEL

BV has assembled a team of experts who are equipped to continue the delivery of exemplary services to the City of Costa Mesa. Each individual brings a wealth of knowledge unmatched by any other company and has been specifically chosen for their experience in performing the required scope of work detailed in the request as well as their extensive list of certifications and licenses. The organizational chart below depicts lines of communication and reporting relationships among project staff. Key personnel highlighted in red will primarily support the City. Resumes for these individuals which provide details relating to their qualifications and experience as well as copies of their certifications can be found in the *Appendix* of this proposal.



### Project Management Team

Johnny Goetz, C.B.O.  
Director of Operations

Craig Baptista, M.B.A.  
Principal-in-Charge

Trang Huynh, P.E., C.B.O.  
Regional Manager/Project  
Manager

### Project Team

#### **Plan Review Engineers**

Robert Chang, P.E.  
Henry Hadidi, S.E., PhD  
Sunai Kim, S.E., PhD  
Michael Hill, S.E.  
Syed Aleem, P.E.  
Boniface Simbwa, P.E.  
Ali Soheili, P.E. (Mechanical)  
Amir Amiri, P.E. (Mechanical)  
Cristian Son, P.E. (Electrical)  
Steve Hooper, P.E. (Electrical)  
Richard Henrikson (Mechanical/  
Plumbing)

#### **Civil Engineers**

Matthew Addington, P.E., P.L.S.,  
Q.S.D., QSP  
William Bixby, P.E.  
Monte Bowers, P.E.

#### **Plans Examiners**

Neil Tuong, E.I.T., BSCE  
Armil Allahyarian, M.S., C.E.  
Martin Pasamba  
Jescan Perez  
Anthony Small

#### **Inspectors**

Doug Bragg  
Luis Mota  
Cliff Baker  
Carlos Meza  
Bruce Nearman

#### **CASp**

Bachar Koujah, P.E., CASp  
Tim Tran, CASp  
Ted Mirzakhianian, M.S., P.E., CASp

#### **Permit Technicians/ Administrative Staff**

Phu Trieu  
Armalen Geurkink  
Pamela Whitaker Sowell  
Vinh Vu  
Debbie Gallie

#### **Fire Protection Staff**

Lisa Beaver, F.P.E.  
Jeff Hartsuyker  
Doug Evans, F.P.E.  
Anne Bland  
Dennis Moss  
Robert Scott



# FINANCIAL CAPACITY / DISCLOSURE / SAMPLE PROFESSIONAL SERVICE AGREEMENT

## FINANCIAL CAPACITY

Over the past five years, Bureau Veritas has demonstrated proven resilience to the effects of economic cycles. The firm continues to post positive organic growth while improving its operating margin thanks to its diversified and balanced business portfolio.

(in millions USD)	2020	2019	2018	2017	2016
Revenue	4,601	5,099	4,795	4,689	4,549

Documentation of these financials is available upon request or available for download here:

<https://group.bureauveritas.com/investorsfinancial-information/financial-reports>

## DISCLOSURE

Bureau Veritas North America, Inc. formally states it has 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 official, appointed official, or City employee to disclose.

The only current business relationship the firm has with the City of Costa Mesa is a Professional Services Agreement to provide plan check and permit technician services for the Development Services and Fire Departments (Amendment Five entered on June 30, 2021).

## SAMPLE PROFESSIONAL SERVICE AGREEMENT

Bureau Veritas North America, Inc. formally states it has no exceptions or conditions to the City of Costa Mesa's Professional Service agreement presented in Appendix B of RFP #22-12.



# FORMS TO ACCOMPANY PROPOSAL



## 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: Bureau Veritas North America, Inc.

Contact Person for Agreement: Craig Baptista

Title: Vice President - Facilities Division, West Region E-Mail Address: craig.baptista@bureauveritas.com

Business Telephone: 916.514.4516 Business Fax: 916.725.8242

Corporate Mailing Address: 1601 Sawgrass Corporate Parkway, Suite 400

City, State and Zip Code: Ft. Lauderdale, FL 33323

Contact Person for Proposals: Trang Huynh, P.E., C.B.O.

Title: Regional Manager, Southern California E-Mail Address: trang.huynh@bureauveritas.com

Business Telephone: 714.431.4123 Business Fax: \_\_\_\_\_

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

# FORMS TO ACCOMPANY PROPOSAL

## Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Shawn Till, Executive Vice President and Chief Executive Officer</u> (954.236.8100)		
<u>Heather B. Bush, Esq., Vice President, General Counsel and Compliance Officer</u> (954.236.8100)		
<u>Linda Davachi, Chief Financial Officer and Treasurer</u>		(954.236.8100)
<u>Hillaire Fournier, Deputy Chief Financial Officer and Deputy Treasurer</u> (954.236.8100)		
<u>Ronald Stupi, Chief Operating Officer and Senior Vice President</u>		(954.236.8100)
<u>Gus Guerrero, Vice President and Chief Operating Officer - Facilities Division</u> (818.406.1495)		

Federal Tax Identification Number: 06-1689244

City of Costa Mesa Business License Number: 33245

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

City of Costa Mesa Business License Expiration Date: 4.20.2022



# FORMS TO ACCOMPANY PROPOSAL

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: NA - Bureau Veritas North America, Inc. is not a general contractor

Business Address: 220 Technology Drive, Suite 100, Irvine, CA 92618

Website Address: www.bvna.com

Telephone Number: 949.860.4800

Facsimile Number: 949.860.4810

Email Address: craig.baptista@bureauveritas.com

Length of time the firm has been in business: 194 years (Bureau Veritas); 19 years (Bureau Veritas North America, Inc.)

Length of time at current location: 3 years

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: 06-1689244

Regular Business Hours: Monday - Friday; 8:00am - 5:00pm

Regular holidays and hours when business is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving

### Contact person in reference to this solicitation: Craig Baptista

Telephone Number: 916.514.4516

Facsimile Number: 916.725.8242

Email Address: craig.baptista@bureauveritas.com

### Contact person for accounts payable:

Telephone Number: Kathy Litton

Facsimile Number: 949.860.4810

Email Address: kathy.litton@bureauveritas.com

### Name of Project Manager: Trang Huynh, P.E., C.B.O.

Telephone Number: 714.487.4223

Facsimile Number: 949.860.4810

Email Address: trang.huynh@bureauveritas.com

# FORMS TO ACCOMPANY PROPOSAL

## 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:** City of Costa Mesa, CA

Contact Name: Ziad Doudar, Building Official (714.754.5604)

Contract Amount: Time and Materials - NTE \$25,000

Email: ziad.doudar@costamesa.gov

Address: 77 Fair Drive, Costa Mesa, CA 92628

**Brief Contract Description:**

BV has provided Building Plan Check services for residential and commercial properties to the City of Costa Mesa since 2007. The firm also provided counter technician services as an on-site extension of staff. Additionally, BV has placed a registered civil engineer to assist with all building plan check needs. BV also provides third party plan review for projects in the City. Select projects include: Tesla's maintenance and repair facility and support offices; AAA (Inter-insurance Exchange); The Irvine Company/White Box; Meridian Link; Buffalo Wild Wings; Legacy Red Hill Center.

**Company Name:** City of Garden Grove, CA

Telephone Number: 714.741.5343

Contact Name: David Dent, Building Official

Contract Amount: Time and Materials - NTE \$250,000 per year

Email: DDent@GGcity.org

Address: 11222 Acacia Parkway, Garden Grove, CA 92840

**Brief Contract Description:**

BV was selected to provide plan check, inspection, code enforcement, and permit processing services to the Building Division of City of Garden Grove. Projects include commercial, retail, tenant improvements, single and multi-family residential projects. Select projects include: Garden Brook Senior Village (8 story mixed-use steel framed building, 380,000 SF building with 2 floors of commercial and office uses and 6 floors of 394 senior housing units) and a new hotel/retail project (769 room hotels, parking structure and 60,000 SF of retail, restaurants, and office spaces).

**Company Name:** City of Redondo Beach, CA

Telephone Number: 310.318.0636 ext. 2614

Contact Name: Kevin O'Flaherty, Interim Chief Building Official

Contract Amount: Time and Materials - NTE \$15,000

Email: Kevin.OFlaherty@redondo.org

Address: 415 Diamond Street, Redondo Beach, CA 90277

**Brief Contract Description:**

BV has provided plan check and inspection services to the City of Redondo Beach since 2021. Plan reviews for commercial, industrial, and complex residential projects include architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance. Accessibility plans are reviewed by CASp. The firm provides ICC certified, experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, HVAC, energy conservation, accessibility, grading and site work.

Page 38 of 45

# FORMS TO ACCOMPANY PROPOSAL

**Company Name:** City of Oceanside, CA

Telephone Number: 760.435.4313

Contact Name: David Parsons, Division Chief/Fire Marshal

Contract Amount: Time and Materials - NTE \$283,920

Email: dparsons@ci.oceanside.ca.us

Address: 300 North Coast Highway, Oceanside, CA 92054

**Brief Contract Description:**

Under the direction of the Division Chief BV has delivered fire plans examiner services to the City of Oceanside since 2013. These services include, but are not limited to, the provision of comprehensive and accurate fire and life safety plan review and inspection services to ensure compliance with applicable Federal, State, and local safety laws, ordinances, and codes; the review of site plans for access and water supply; the review of building and tenant improvement plans; the review of fire protection systems including fire sprinkler, fire alarm, and kitchen hood extinguishing systems; and reviewing other types of plan reviews as part of various code permitted activities.

**Company Name:** Orange County Public Works

Telephone Number: 714.667.8843

Contact Name: Hadi Tabatabaee, Building Official

Contract Amount: Time and Materials - NTE \$15,000,000

Email: Hadi.Tabatabaee@ocpw.ocgov.com

Address: 333 W. Santa Ana Blvd., Santa Ana, CA 92701

**Brief Contract Description:**

BV has provided map review, civil engineering, and building plan review and inspection services for over eight years to Orange County Public Works (OCPW). The firm is the prime consultant for the aforementioned services to the County. Prominent projects the firm has worked on with the agency include:

The Rancho Mission Viejo (The Ranch) Development - BV is currently providing building plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. The 23,000- acre development is composed of 6,000 buildable acres. This development is projected to have a total of 14,000 dwelling units along with approximately 17,000 acres of open space. Firm staff review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval. BV is currently collaborating with OCPW as they prepare to begin the next Planning Areas of this development. The scope of these next phases includes the development of 3,313 gross acres (2,666 development acres and 647 open space acres), 7,500 maximum dwelling units, over 3.2 million sq. ft. of non-residential development, a 201 acre urban activity center, a 19 acre neighborhood activity center, and a 50 acre business park.

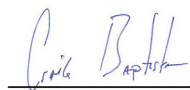
John Wayne Airport - BV's surveying personnel performed a field design survey along the western shoulder of the San Diego Freeway (Interstate 405) for the final engineering design of an exit ramp to the Main Street Parking Facility. Conventional cross sections were taken and were tied to the existing airport control network. The digital data was then translated into a digital terrain model and basesheet for final design.

# FORMS TO ACCOMPANY PROPOSAL

## 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: 3.20.2022

Craig Baptista, Vice President - Facilities Division, West Region

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



# FORMS TO ACCOMPANY PROPOSAL

## 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



# FORMS TO ACCOMPANY PROPOSAL

## 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.



# FORMS TO ACCOMPANY PROPOSAL



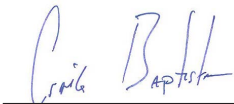
## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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.



Bidder/Applicant/Proposer

3.30.2021

Date

# APPENDIX



BUREAU

VERITAS



APPENDIX

Craig Baptista, Principal-in-Charge (916.514.4516) (craig.baptista@bureauveritas.com)

Education	Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.
M.B.A.	
B.S., Business Management	
Registrations/Certifications	
Six Sigma Green Belt Certified	
OSHA 30	
United States Navy: Honorable Discharge	
Total Years of Experience	
20+	
Telephone Number	Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth.
916.514.4516	
Email	
craig.baptista@bureauveritas.com	
	Craig has worked on various significant projects, including, but not limited to:
	<ul style="list-style-type: none"><li>▪ Apple Campus II in Cupertino, CA</li><li>▪ Cal Trans - Bay Bridge Project in Oakland, CA</li><li>▪ Tesla Gigafactory in Sparks, NV</li><li>▪ Souza Construction - Lemoore Naval Air Station Project in Fresno, CA</li><li>▪ Advance Range Solution - Fort Hunter Liggett in Jolon, CA</li><li>▪ Hensel Phelps - Mule Creek Prison in Lone, CA</li></ul>
	Vice President, Facilities - West Region / Principal-in-Charge Bureau Veritas
	2015 - Present
	Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BV has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

# APPENDIX

## Johnny Goetz, C.B.O., Director of Operations (805.358.1124) (johnny.goetz@bureauveritas.com)

Education
UCLA Construction Management
Registrations/Certifications
ICC Certified:
Certified Building Official
CA Commercial Building Inspector
CA Residential Building Inspector
CALGreen Inspector
Certified Sustainability Professional
Building Inspector
OSHA 10 and 30 hour certified, FEMA
100, 200, 700, & 800 Certified
Professional Affiliations
International Code Council (ICC):
Code
Development Committee
ICC / CALBO Exam Development
Committee
ICC Pool Solar Heating and Cooling
Standard Consensus Committee
Member Elect - Building Officials
Membership Council
California Building Officials CALBO
Training Institute (CTI) Committee
National Green Building Standard
Consensus Committee
California Department of State
Architects - Member Disabled Access
for Electric Charging Vehicles
Working
Group
California Building Officials (CALBO)
County Building Officials
Association of
California
Total Years of Experience
27+

Johnny has 27+ years of experience in the construction industry with a strong history of timely execution of large-scale initiatives involving many stakeholders. He is a seasoned leader having supervised teams of inspectors, project managers, architects, engineers, and designers with strengths in communication, management of customer relationships, strong budget oversight and control, and a deep knowledge of building, state, and local codes.

### Select Project Experience

#### Director of Operations

#### Bureau Veritas North America, Inc.

#### July 2021 - Present

Manages over 50 employees throughout the Midwest and Northeast regions. Oversees plan review and inspection activities to ensure BV has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times.

#### Building Official/Senior Plans Examiner

#### Private Sector

#### February 2020 - July 2021

Participated in the development and administration of the Divisions goals, objectives, and procedures. Formulated and applied uniform policies and standards for the Building Divisions programs. Researched regulations, procedures, and technical materials relating to building codes, state laws and enforcement.

#### Assistant Director of Construction, Codes and Standards

#### Private Sector

#### 2018 - 2019

Managed the construction, renovation, and capital improvements process for projects ensuring on budget and timely completion. Identified capital expenditures for existing portfolio and new acquisition properties and prepare budgets and schedules.

#### Building Official

#### Town of Truckee; Town of Mammoth Lakes; Mammoth Lakes Fire Department

#### 2003 - 2018

Served as the CBO for the Town of Truckee from 2013-2018. Was responsible for daily activity within the Building Division including permit issuance, plan check, inspections, and code compliance activity. From 2003-2013 served as the Assistant BO/Solid Waste Coordinator for the Town of Mammoth Lakes where responsibilities included oversight of permit issuance, plan check, and inspection as well as supervision of the Building Division Budget and Code Compliance Workgroup coordination. Furthermore, was an Engineer with the Mammoth Lakes Fire Department from 2005-2013.



INTERNATIONAL  
CODE  
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Save Time on  
Energy Code  
Review and  
Approval!

Cannabis Facilities

**NEW!**  
Applying the Codes to

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Johnny Goetz	Woodland Hills	CA	California Commercial Building Inspector (expires 05/08/2024) California Residential Building Inspector (expires 05/08/2024) CALGreen Inspector (expires 05/08/2024) Certified Building Official (expires 05/08/2024) Certified Sustainability Professional (expires 05/08/2024) Building Inspector (expires 05/08/2024)



# APPENDIX

## Trang Huynh, P.E., C.B.O., Project Manager (714.431. 4123) ([trang.huynh@bureauveritas.com](mailto:trang.huynh@bureauveritas.com))

### Education

Master of Business Administration  
B.S., Civil Engineering  
Certificate of Completion -  
Leadership for Senior Executives

### Registrations/Certifications

Registered Professional Engineer:  
CA, #C36627  
ICC Certified (Currently Up for  
Renewal):  
Building Official  
California Certified Green Building  
Professional  
California Licensed Real Estate  
Professional

### Professional Affiliations

International Code Council (ICC)  
American Society of Civil Engineers  
(ASME)  
California Building Officials (CALBO)  
Former Vice-Chair and member of  
the  
City of Highland Planning  
Commission  
Past President of the Board of  
Directors of the Central Business  
Center in Upland  
Past President of the Foothill  
Chapter of ICC

### Total Years of Experience

41+

Trang is a licensed professional engineer and ICC certified building official with over 40 years of experience working in public and private services as executive director and plan review engineer. He has implemented excellent public service programs and gained exceptional understanding of the building and safety division, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational developments, and state and local officials. As a professor for Cambridge College in Southern California he has taught graduate and undergraduate classes in business, finance, and management. Trang has outstanding public relations, management, and problem solving skills with a proven record of strong and positive working relationships with local and state elected officials, intergovernmental agencies, business organizations, development community, labor groups, community groups, and residents. He was awarded the "Civil Engineer of the Year" award by the ASCE Chapter of San Bernardino and Riverside in 2011. He was also a recipient of the "Good Government Award" from the BIA Inland Empire Chapter in 2015. Finally, Trang has an excellent understanding of cultural diversity and knows how municipality services can be provided efficiently with an objective from "Good to Great".

### Select Project Experience

Regional Manager of Southern California/Plan Check Engineer  
Bureau Veritas North America, Inc.

#### 2017 - Present

Directs the BV Building & Safety and Civil Engineering operations for the Southern California region, serving as the supervising building official and plan check engineer for multiple Southern California municipalities. Responsibilities include building official duties, special project management, contracts of permits, plan check, and inspection services.

#### Building and Safety Services Director

City of Rancho Cucamonga, CA

#### 2002 - 2017

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people. Prepared and administered an annual operating budget up to \$4,200,000. Supervised up to 40 employees, citizen volunteers and interacted with businesses, developers, designers and residents. Executive member of the City's economic development team to develop and implement the economic development strategy plans. Worked with other departments to manage the City's annual capital building and improvement projects. Excellent knowledge and understanding of managing municipal services from business improvements and economic developments to public safety.

# APPENDIX



## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

**ISSUANCE DATE**  
JULY 22, 1983  
**EXPIRATION DATE**  
JUNE 30, 2022  
**CURRENT DATE / TIME**  
AUGUST 13, 2021  
1:23:32 PM

### LICENSING DETAILS FOR: 36627

**NAME:** HUYNH, TRANG QUOC

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR 

#### ADDRESS

9260 ROYAL PALM BLVD  
GARDEN GROVE CA 92841  
ORANGE COUNTY

[MAP](#)

APPENDIX

Robert H. Chang, P.E., C.B.O., Plan Review Engineer

(949.860.4800) (irvine.admin@bureauveritas.com)

Education

M.S., Civil Engineering

Registrations/Certifications

Registered Civil Engineer License:  
#32884, CA

Certified Plans Examiner:  
I.C.B.O., #15237

Certified Building Official:  
C.A.B.O., #3029  
American Society of Civil Engineer:  
A.S.C.E., #244676

Professional Affiliations

Orange Empire Chapter of I.C.B.O. -  
Past President

Total Years of Experience  
40+

Robert has decades of experience as a registered engineer, certified plans examiner and building official. His broad range of responsibilities have included reviewing plan checks, coordinating projects between departments, preparing annual budgets, and resolving construction issues. Robert previously served as the President of the Orange Empire Chapter for certified plans examiners.

Select Project Experience

Building Official/Senior Plan Check Engineer/Geotechnical Reviewer  
Bureau Veritas North America, Inc.  
2017 - Present

Reviews plans for multiple jurisdictions, including commercial and residential projects of all sizes and complexities.

Chief Building Official  
City of Placentia, CA  
1985 - 2017

Plans, directs, and coordinates the activities between the Engineering, Planning and Building departments. Robert performed plan checks for hundreds of residential, multi-residential, and commercial projects to meet the requirements of building and fire codes. He also sets up systems, policies, and procedures. Robert oversees and reviews daily construction issues and prepares annual budget estimate including capital projects. Capital projects include seismic retrofit and new public and school buildings. He also supervises City and contract employees.

Plan Check Engineer  
City of Ontario, CA  
1984 - 1985

Worked as a plan check division supervisor, responsible for all residential, commercial, and industrial building projects to comply with different state, local and other code requirements. Supervise and coordinate capital projects such as building repairs and renovations, these projects are: fire stations, library and city hall expansions.

Project Engineer  
Central Consulting Engineering Services  
1982 - 1984

Worked as a project engineer for residential, commercial and industrial buildings. Robert's main responsibilities were design grading and building plans, site-surveying, drainage and soil analysis, specifications' writing, on-site inspections, resolving daily construction problems, design and drafting group supervision, project computer programs writing, structural design and calculation analysis for different building design projects.





BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND  
GEOLOGISTS

ISSUANCE DATE  
JULY 15, 1981  
EXPIRATION DATE  
JUNE 30, 2022  
CURRENT DATE / TIME  
MARCH 28, 2022  
10:34:52 AM

LICENSING DETAILS FOR: 32884

NAME: CHANG, ROBERT HAI YOUNG  
LICENSE TYPE: CIVIL ENGINEER  
LICENSE STATUS: CLEAR

ADDRESS  
206 SPRINGVIEW  
IRVINE CA 92620  
ORANGE COUNTY  
[MAP](#)

INTERNATIONAL  
CODE  
COUNCIL®

I-Code Essentials

2018 I-Code Essentials

Certified under this name	City	State	Certificates
Robert Chang	Irvine	CA	Certified Building Official (expires 09/10/2025) Building Plans Examiner (expires 09/10/2025)

Hassan (Henry) Hadidi, Ph.D., S.E., Plan Check Engineer

(949.860.4800) (irvine.admin@bureauveritas.com)

Education	Henry is a results-oriented structural engineer with 33+ years of experience in plan review and design. He has extensive knowledge of current building codes including IBC, IRC, ACI 318, ACI 530, AISC 341, AISC 358, AISC 360, AISI, ASCE 31-03, ASCE 41-13, ASCE 5, ASCE 7, and NDS. He has strong verbal and written communication skills with clients to answer questions regarding the generated plan review comments. He is a self-starter with a strong ability to lead or work within a team and has demonstrated organizational and problem-solving skills.
P.h.D., Structural Engineering	
M.S., Structural Engineering	
B.S., Civil Engineering	
Registrations/Certifications	
Registered Professional Engineer:	
CA, #S4078	
CA, #C49136	
ICC Certified:	
Building Plans Examiner	
Total Years of Experience	
33+	
Select Project Experience	
Senior Structural Engineer	
Bureau Veritas North America, Inc.	
2017 - Present	
Plan review of residential and commercial projects of all sizes and complexities throughout California.	
Plan Review	
JW Marriott Hotel, \$150 Million in Total	
2015 - Present	
Plan review for a new 12-story, four-diamond luxury hotel with two levels of subterranean parking. The hotel will have 466 guest rooms as well as meeting space for groups.	
Structural Plan Review	
Cahuilla Casino & Hotel Project, \$25 Million in Total	
2018 - Present	
Plan review for the Cahuilla Band of Indians new casino and hotel property which will replace the original casino facility. The project is 14,920 SF, mixed occupancy, A2 and B, construction type II-B, including a 31,997 SF hotel and 34,121 SF casino.	
Private Sector Projects	
Reviewed plans and calculations for the seismic retrofit of two reinforced concrete buildings at Atascadero State Hospital in Atascadero, California as part of the Department of General Services (DGS) plan check program.	
Reviewed plans and calculations for the design of a segment of the Los Angeles Metropolitan Purple Line underground metro tunnel in Los Angeles, California, as part of the LA Metro internal review.	
Reviewed plans and calculations for the seismic retrofit of the Caltrans Headquarters buildings located in Sacramento, California.	
Reviewed plans and calculations for the foundation design of four large prefabricated buildings in a new church campus as part of the company's internal QA/QC program.	

# APPENDIX



## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

### LICENSING DETAILS FOR: 4078

**NAME:** HADIDI-TAMJED, HASSAN

**LICENSE TYPE:** STRUCTURAL ENGINEER

**LICENSE STATUS:** CLEAR

#### ADDRESS

35 GOLF RIDGE DR  
DOVE CANYON CA 92679  
ORANGE COUNTY

[MAP](#)

#### ISSUANCE DATE

FEBRUARY 7, 1997

#### EXPIRATION DATE

SEPTEMBER 30, 2022

#### CURRENT DATE / TIME

SEPTEMBER 9, 2021  
5:19:58 AM

### LICENSE RELATIONSHIPS

**NAME:** HADIDI-TAMJED, HASSAN

**LICENSE/REGISTRATION TYPE:** CIVIL ENGINEER

**LICENSE NUMBER:** 49136 **PRIMARY STATUS:** CLEAR

#### ADDRESS :

35 GOLF RIDGE DR  
DOVE CANYON CA 92679  
ORANGE COUNTY

[MAP](#)



[About](#) [Advocacy](#) [Membership](#) [Professional Development](#) [Products & Services](#)

## Search Result:

1 records found.

Certified under this name	City	State	Certificates
Hassan Hadidi-Tamjed	Trabuco Canyon	CA	Building Plans Examiner (expires 12/13/2023)



APPENDIX

Sunai Kim, Ph.D. S.E., Structural Plan Review Engineer

(949.860.4800) (irvine.admin@bureauveritas.com)

Education

Ph.D., Structural & Earthquake Engineering

Assistant Professor in Structural Engineering

M.S., Structural & Earthquake Engineering

B.S., Civil Engineering

Registrations/Certifications

Licensed Structural Engineer: CA, #S6042

Licensed Professional Engineer: CA, #74450

Certified Post-Disaster Safety Assessment Evaluator: 68479 CA Governor's Office of Emergency Services

DSA Structural Plan Review: M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13, M-14, Course Evaluation Survey, Course Attestation

Total Years of Experience

11+

Sunai is highly educated in structural engineering, holding a Ph.D. degree. In addition to stong experience working as a structural engineer, Sunai is a university professor. Sunai is a published writer and a skilled lecturer, published and presented across the state and country. Sunai is proficient in structural engineering coding, such as IBC, ASCE7, USGS hazard maps, NDS, and the AISC Steel Construction Manual, among others. Sunai is able to interpret multiple coding languages, such as Matlab and TCL. Sunai is fluent in both English and Korean.

Select Project Experience

Design Review

USC John McKay Center, \$70 Million in Total  
2009 - 2011

Provided verification that engineering design was in substantial compliance with the code and review building plans for compliance with basic safety, engineering and seismic rules. The University of Southern California's John McKay Center is a 120,000-square-foot athletic training complex. This new football training facility includes a 25,000-square-foot strength and conditioning area that includes a 90-foot wide by 120-foot long column-free agility and plyometric area in the basement, a nutrition bar; the Trojans football locker room and players' lounge; 14,000 square feet for sports medicine and physical therapy, a hydrotherapy room, football offices, position meeting rooms; 140-seat auditorium; and a two-story main entrance lobby with a sophisticated interactive high definition 255 micro tile video display.

Facility also houses Stevens Academic Center, which provides 20,000-square-feet of space for student-athlete classrooms, tutor rooms, computer labs, quiet study and counselor offices.

Design Review

Soka University Academic Building & Performing Arts Center, \$73 Million in Total  
2008 - 2011

Performed verification of engineering plans for compliance with all building codes. Soka Performing Center and the adjacent Wangari Maathai Hall classroom building added approximately 95,000 square feet to the existing Soka University campus. The Soka Performing Arts Center features world-class acoustics designed by Yasuhisa Toyota, designer of noted performance venues like the Walt Disney Concert Hall in Los Angeles and the Suntory Hall in Tokyo.

In addition, Maathai features new Black Box Theatre (seating 180) and dance studio, with the addition of 10 classrooms and 30 additional offices to support academic programs.

# APPENDIX



## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

**ISSUANCE DATE**  
APRIL 13, 2009  
**EXPIRATION DATE**  
SEPTEMBER 30, 2023  
**CURRENT DATE / TIME**  
MARCH 28, 2022  
11:13:51 AM

### LICENSING DETAILS FOR: 74450

**NAME:** KIM, SUNAI

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR [🔗](#)

#### ADDRESS

7929 FORDHAM ROAD  
LOS ANGELES CA 90045  
LOS ANGELES COUNTY

[MAP](#)

### LICENSE RELATIONSHIPS

**NAME:** KIM, SUNAI

**LICENSE/REGISTRATION TYPE:** STRUCTURAL ENGINEER

**LICENSE NUMBER:** [6042](#) **PRIMARY STATUS:** CLEAR

#### ADDRESS :

7929 FORDHAM ROAD  
LOS ANGELES CA 90045  
LOS ANGELES COUNTY

[MAP](#)

# APPENDIX

## W. Matthew Addington, P.E., QSD, QSP, PLS, Plan Review Engineer

(949.860.4800) (irvine.admin@bureauveritas.com)

### Education

B.S., Civil Engineering

### Registrations/Certifications

Registered Professional Engineer:

CA, #C43770

California Professional Land Surveyor

California WQCB QSD/QSP

### Professional Affiliations

Past President and State Director of the CELSOC Riverside-San Bernardino Chapter

Past President of the Riverside/San Bernardino Branch of American Society of Civil Engineers

Past Vice-Chairman and Planning Commissioner of the City of Grand Terrace Planning Commission

Commissioner of the City of Grand Terrace Planning Commission

### Total Years of Experience

17+

Matthew has more than 17 years of experience as a civil engineer. With more than a decade of experience with the City of Rancho Cucamonga, Matthew has also gained project management experience with several private sector firms throughout his career. He is a certified Civil Engineer and Land Surveyor with strong knowledge and experience working in California.

He is active in his professional continuing education and has taken courses including, but not limited to, Project Managers Boot Camp (PSMJ), Marketing Boot Camp (PSMJ), Future Leaders Seminar by CELSOC, Certificate in Project Management (University of California, Riverside Extension), and Building Plans Examiner (ICC). His civic activities include:

- Commissioner, Community Services Commission, City of Calimesa
- Past Vice-Chair, Planning Commission, City of Grand Terrace
- Past President, American Society of Civil Engineers, Riverside-San Bernardino Branch
- Past Banker/Treasurer, Plunge Creek Cowboys
- Past Board Member, Saint Francis de Sales School, Riverside
- Past Vice President, Grand Terrace Lions Club
- Past President, Grand Terrace Area Chamber of Commerce
- Past President, Grand Terrace Toastmasters
- Past Director, The Leadership Connections, Upland
- Past State Director, Consulting Engineers and Land Surveyors of California

### Select Project Experience

#### Civil Plan Review Engineer

Bureau Veritas North America, Inc.

2017 - Present

Performs all civil, grading, WQMP, NPDES, stormwater management plan reviews, mapping reviews, street improvement plan checks for code compliance.

#### Associate Engineer, Grading Acting City Land Surveyor

City of Rancho Cucamonga

2007 - 2017

Worked with the Building and Safety & Engineering Services Departments by providing civil engineering and land surveyor services.

#### Project Manager

Private Sector

2005 - 2007

Located in Rancho Cucamonga, led project teams and managed service workload associated with engineering and land surveying.





BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND  
GEOLOGISTS

LICENSING DETAILS FOR: 43770

NAME: ADDINGTON, WILLIAM MATTHEW  
LICENSE TYPE: CIVIL ENGINEER  
LICENSE STATUS: CLEAR

ADDRESS  
PO BOX 527  
BLANCHARD ID 83804  
OUT OF STATE COUNTY  
[MAP](#)

ISSUANCE DATE  
JANUARY 27, 1989  
EXPIRATION DATE  
JUNE 30, 2023  
CURRENT DATE / TIME  
MARCH 28, 2022  
11:20:14 AM



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND  
GEOLOGISTS

LICENSING DETAILS FOR: 7649

NAME: ADDINGTON, WILLIAM MATTHEW  
LICENSE TYPE: LAND SURVEYOR  
LICENSE STATUS: CLEAR

ADDRESS  
PO BOX 527  
BLANCHARD ID 83804  
OUT OF STATE COUNTY  
[MAP](#)

ISSUANCE DATE  
JULY 28, 2000  
EXPIRATION DATE  
DECEMBER 31, 2022  
CURRENT DATE / TIME  
MARCH 28, 2022  
11:24:07 AM



**Douglas Bragg, Building Inspector / Plans Examiner (949.860.4800) (irvine.admin@bureauveritas.com)**

Education  
Inspection Courses  
Building Inspection Technology  
Water Technology  
Registrations/Certifications  
ICC Plan Reviewer  
ICC Building Inspector:  
Commercial and Residential  
ICC Reinforced Concrete  
Fire Technology Certificate  
Total Years of Experience  
35+

Seasoned professional providing over 35 years of experience in providing combination building inspection, combination plan review of mechanical, plumbing and electrical plans, and code enforcement services. Major strengths include strong leadership, excellent communication, customer service, and report writing skills. Competent team player with sound judgement and decision-making skills. Experienced as a municipally appointed expert witness for construction codes. Computer and Internet literate.

Select Project Experience  
Senior Building Inspector/Plans Examiner  
Bureau Veritas North America, Inc.  
2021 - Present

Perform plan check and building inspections for residential and commercial projects. Perform plan check solar plans, plumbing, mechanical, and electrical plans for tenant improvements and small commercial projects. Perform all building inspections for all types of projects. Discuss code issues and requirements with contractors, homeowners, and designers.


Senior Building Inspector  
The Onyx Group, Valencia, CA  
2018 - 2020

Performed complex and routine combination commercial, industrial and residential inspections of high rise, beach front, hillside, retail, foodservice, single and multi-family buildings. Performed plan check of residential and commercial projects. Ensured construction and installations conformed to municipal, state, and federal code requirements and zoning ordinances. Provided code interpretations and other essential information to design professionals, contractors, and the general public and recommend corrective action of defects or inadequacies. Provided interpretations of the codes and established policies and procedures. Performed plan check of residential and commercial projects. Researched code and product standards to determine compliance with adopted codes. Mentored and trained Building Inspectors.


Senior Building Inspector  
The G Crew, Los Angeles, CA  
2008 - 2017

Performed complex and routine commercial, industrial and residential inspections for the County of Los Angeles Department of Public Works Building and Safety division. Ensured construction and installations conform to municipal, state and international construction code requirements. Reviewed plans for building, plumbing, mechanical and electrical details to determine code and ordinance compliance prior to performing inspections. Performed plan check for commercial and residential projects. Mentored and trained Building Inspectors.

# APPENDIX



INTERNATIONAL  
CODE  
COUNCIL®



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Membership ▾


Professional Development ▾

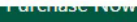
Products & Services ▾

Codes

Store







I-Code Essentials

2018 I-Code Essentials

Explore code fundamentals using non-code language

IBC - IRC - IFB - IFBC

Certified under this name	City	State	Certificates
Douglas Bragg	Valencia	CA	Reinforced Concrete Special Inspector Legacy (expires 09/30/2023) Building Inspector (expires 09/30/2023) Building Plans Examiner (expires 09/30/2023)



**Luis Mota, Building Inspector** (949.860.4800) (*irvine.admin@bureauveritas.com*)

Registrations/Certifications

ICC Plan Reviewer

Residential Building Inspector

Total Years of Experience

35+

Luis has more than 18 years of construction design and 4 years of inspections experience as a deputy inspector. His vast experience throughout the last 35 years includes management and practical knowledge throughout all phases of construction projects, such as estimating time and material costs and maintaining quality and cost control. Luis has supported all aspects of construction and has demonstrated the ability to manage time, projects, and prioritize tasks and deadlines. He is also fluent in English and Spanish.

Select Project Experience

Deputy Inspector/Plans Designer

All Pro Designs


1987 - 2022

During years of employment with All Pro Designs performed duties as the Deputy Inspector and Plans Designer. These duties encompassed:

- Construction Project Management: Managing and hands on workmanship throughout all phases of construction projects.
- Administration: All expenditures and payroll. Developing and implementing policies and procedures. Ensuring compliance with government regulations. Preparing all project documentation.
- Construction Knowledge: framing, electrical, plumbing, roofing, insulation, stucco, dry wall application, painting, flooring and tiling.



# APPENDIX



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Membership ▾

Professional Development ▾

Products & Services ▾

Codes

Store



I-Code Essentials

Certified under this name	City	State	Certificates
Luis Mota	Azusa	CA	Residential Building Inspector (expires 08/20/2022)

APPENDIX

Cliff Baker, Building Inspector / Plans Examiner (949.860.4800) (irvine.admin@bureauveritas.com)

Education  
Construction Inspection  
Certificate  
Registrations/Certifications  
IAPMO Certified:  
Plumbing Inspector  
Safety Assessment Program,  
#SAPC60079  
Total Years of Experience  
25+

Cliff has over 25 years of experience in building inspections and plan checking for various jurisdictions. From this experience he has a vast knowledge of the building codes. He has a proven track record in successfully managing multiple projects simultaneously. Cliff has excellent analytical, organizational and communication skills which he uses to thrive in challenging environments.

Select Project Experience  
Building Inspector  
Bureau Veritas North America, Inc.  
2020 - Present

Provides building inspections for jurisdictions in southern California.

Building Inspector  
City of Rancho Cucamonga  
2010 - 2020

Managed caseload for city of 160,000. Managed large commercial tract developments. Developed with the planning department “work-live” ordinances for downtown area. Trained new inspectors on building codes and field inspections.

Building Inspector / Plans Examiner  
City of Rancho Cucamonga  
1986 - 2009

Prepared and reviewed plans for compliance. Monitored and reviewed outside plan check firms for conformance to contract. Researched code compliance issues for upper management. Worked cooperatively with the public as well as departments within the city. Trained plan check technicians on blue print reading and code interpretation.





## IAPMO Certifications

### IAPMO Certified Professionals Directory

Name: Clifford Baker Jr.  
Certificate Number: PI095731  
Certificate Type: Plumbing  
State: CA  
Original Test Date: 1/16/2005  
Certificate Date: 12/14/2019  
Expire Date: 1/16/2023



# APPENDIX

## Bachar Koujah, P.E., CASp, Plan Check Engineer

(949.860.4800) ([irvine.admin@bureauveritas.com](mailto:irvine.admin@bureauveritas.com))

### Education

M.S., Structural Engineering

B.S., Civil Engineering

### Registrations/Certifications

Licensed Professional Engineer: CA, #47490

Licensed General Building Contractor: CA, #719799

ICC Certified:

Building Plans Examiner

DSA: Certified Access Specialist # CASp-895

### Professional Affiliations

Structural Engineers Association of Southern California (SEAOSC)

International Code Council (ICC)

Payment Card Industry (PCI)

Australian Securities and Investments Commission (ASIC)

California Association of School Psychologists (CASp)

California Division of State Architect (DSA)

### Total Years of Experience

32+

Bachar has over 32 years of experience working as a plan check engineer, particularly in the Building & Safety. He is a team leader, providing supervision and assistance to fellow plan check engineers. Bachar performs plan reviews in accordance to various building codes, local ordinances and state disability regulations. He is highly skilled in AutoCad, MathCad, RAM, STADD Pro, ETAB, SAP2000, RISA2D & 3D, ENERCAPerformsLC, RETAINPRO & CMD structural analysis and design programs. Bachar also recently passed his CASp examination.

### Select Project Experience

#### Senior Plan Check Engineer

#### City of Irvine

2012 - 2019

Performed complex professional architectural and structural engineering work in the review process of building plans. Coordinated plan checks completed by the City plan check consultants and provided technical assistance to building inspectors. Provided general information and assistance to engineers, contractors, architects, and property owners regarding plan applications. Reviewed alternate design and method applications and recommended approval or appropriate revisions to the building official. Reviewed documentation of unreasonable hardship and reviewed proposed equivalent facilitation. Researched code requirements, resolutions, and ordinances and related matters. Managed project plan checks. Coordinated with plan review teams aCitynd resolved inquiries received from clients, the public, designers, contractors. Acted as a point of contact with clients, translating their needs into the appropriate maintenance and retention activities.

#### Senior Plan Check Engineer

#### City of Riverside

1990 - 2012

Supervised the plan check operation, periodic evaluation of employee performance, developed and maintained clear standards and regulations, evaluated and responded to customer complaints, performed complex professional architectural and structural engineering work in the review process of building plans to ensure conformance to codes (CBC, ASCE, AISC, AISI, ACI, NDS, TMS), local ordinances, state disability regulations and administrative policy. Prepared correspondences related to plan check and permit issuance. Provided general information and assistance at the public counter and over the telephone regarding plan and building permit requirements. Resolved problems regarding the application or interpretation of codes and regulations. Researched code requirements, resolutions, and ordinances and related matters and recommended code revisions.

# APPENDIX



## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

**ISSUANCE DATE**  
AUGUST 2, 1991  
**EXPIRATION DATE**  
DECEMBER 31, 2023  
**CURRENT DATE / TIME**  
MARCH 28, 2022  
12:39:42 PM

### LICENSING DETAILS FOR: 47490

**NAME:** KOUJAH, BACHAR  
**LICENSE TYPE:** CIVIL ENGINEER  
**LICENSE STATUS:** CLEAR

**ADDRESS**  
37 ENCHANTED  
IRVINE CA 92620  
ORANGE COUNTY  
[MAP](#)



[About](#) [Advocacy](#) [Membership](#) [Professional Development](#) [Products & Services](#)

### Search Result:

1 records found.

Certified under this name	City	State	Certificates
Bachar Koujah	Irvine	CA	Building Plans Examiner (expires 12/07/2023)

Excel

Show 50 rows

Search all columns:

Certified Access Specialist	Phone #	Email	Cert #	Exp Date
Koujah, Bachar	909-772-6403		CASp-895	12/2/2022

## APPENDIX

### **Lisa M. Beaver, P.E., Fire Plans Examiner and Inspector**

(949.860.4800) ([irvine.admin@bureauveritas.com](mailto:irvine.admin@bureauveritas.com))

#### Education

B.S., Applied Science and Technology - Fire Science

A.S., Building Inspection Technologies

#### Registrations/Certifications

California Registered Professional Engineer, Fire Protection Engineering

Professional Grade Member Society of Professional Engineers (SFPE)

Certificate in Fire Protection - University of California, Davis

Certificate in Building Inspection Technology

Certified Fire Protection Specialist, NFPA #1902

Certified Engineer Technician Level III - N.I.C.E.T. #91772

ICC Certified:

Certified Building Official

Certified Fire Marshal

Building Plans Examiner

Building Plans Examiner, UBC ICC

Certified Fire Plans Examiner I

Certified Fire Plans Examiner II

Certified Emergency First Responder

Instructor Primary and Secondary Care and AED

Certificate Fire Prevention 2C, Special Hazard Occupancies, CSFM Accredited Course

Certificate Fire Prevention 2B, CSFM Accredited Course

Certificate of Completion

Classification of Hazardous

Materials, Fire Chiefs Association

#### Total Years of Experience

24+

Lisa Beaver is a leader in the fire service as well as the fire industry. A well-rounded professional, with experience in managing teams of diverse professionals in both the public and private sector. Utilizing experience in engineering and development to educate the community in building standards and mentor the public sector in effective partnering and collaboration for the successful completion of all projects and improve the system of public safety. An expert in the interpretation and application of laws, codes, and standards as it relates to areas of engineering, public safety, building construction, heavy industrial, hazardous materials, and emergency response.

A clear and concise communicator and listener, confident in her ability to make difficult decisions, and with a strong affinity for problem solving, a leader in the development and execution of difficult and highly technical projects. A reputation of being consistent in the interpretation of regulations and a person who expertly understands intent and alignment with public and fire fighter safety. Expert communication and education skills to explain and analyze performance criteria of codes and statutes. In-depth experience in identifying critical needs, deficiencies and potential opportunities for operational improvements.

#### Select Project Experience

Fire Plans Examiner and Inspector

Bureau Veritas North America, Inc.

2019 - Present

Provides fire plan review and inspection services for jurisdictions throughout Nevada and California.

Deputy Fire Chief and Fire Marshal, Prevention

Truckee Meadows Fire Protection District

Responsible for the development, command, administration, and coordination of the District's fire prevention division, including fire investigation, fuels management, public information and education, emergency management, and training; Conduct wildland, structural, and vehicle fire investigations; Responsible for processes associated with regulatory compliance that includes a system of plan review, inspection, and permitting; Perform construction plan review, fire investigation, and building inspections; Collaborate with local communities to develop improvements to evacuation planning and emergency preparedness; Interim Fire Chief during Fire Chief absence; Consistently demonstrated effective communication skill as an ambassador for the District with diverse audiences.



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND  
GEOLOGISTS

ISSUANCE DATE  
DECEMBER 19, 2011  
EXPIRATION DATE  
MARCH 31, 2024  
CURRENT DATE / TIME  
MARCH 28, 2022  
12:49:04 PM

LICENSING DETAILS FOR: 1771

NAME: BEAVER, LISA MAE  
LICENSE TYPE: FIRE PROTECTION ENGINEER  
LICENSE STATUS: CLEAR

ADDRESS  
58630 KEN RD  
BANDON OR 97411  
OUT OF STATE COUNTY  
[MAP](#)



APPENDIX

Jeffery Hartsuyker, Fire Plans Examiner and Inspector

(949.860.4800) (irvine.admin@bureauveritas.com)

Registrations/Certifications

- Public Officer
- Fire Investigator I
- Hazmat Incident Command
- Fire Prevention Officer I, II, III
- Incident Command System (ICS) 100, 220, 300
- Fire Fighter I
- Volunteer Fire Fighter I

Total Years of Experience  
31+

Jeffery has 31+ years of experience in the fire life safety industry. He is a plan reviewer and inspector with experience in commercial, residential, and government projects. He is able to effectively communicate with designers, contractors, and project owners. Jeffery is a team player and works cooperatively to remedy deficiencies.

Select Project Experience

Fire Plans Examiner and Inspector  
Bureau Veritas North America, Inc.  
2017 - Present

Conducts fire plan review and inspection services for various clients throughout California. Assignments include: City of Corona, City of Chico, City of Rancho Cucamonga, and California State Fire Marshal projects. Reviews include fire sprinklers, alarms, smoke control, underground, fire lane access, egress, etc.

Deputy State Fire Marshal III , Specialist  
Office of the State Fire Marshal

Provided technical supervision for enforcement of all laws and regulations including fire prevention engineering, education, and planning. Performed technical inspections and problem solving that included in-depth analysis and fire prevention engineering solutions. Inspections and law enforcement functions also included fireworks and fire extinguisher programs, court appearances, and performance in emergency activities through the Governor’s Office of Emergency Services. Reviewed plans and specifications for compliance with adopted regulations and standards. Attended meetings with architects, engineers, and project managers. Conducted field inspections of construction sites. Witnessed acceptance tests of fire alarms, sprinkler systems, as well as Halon and other suppression systems. Maintained records of inspections, enforcement, and compliance with State Fire Marshal laws and regulations. Performed as lead in fire cause investigations. Administered fire extinguisher and pyrotechnic exams in branch offices. Conducted and administered instruction courses in accordance with Health and Safety codes and other related subjects. Represented the California State Fire Marshal at meetings and spoke to fire service organizations, associations, local government, industry groups, and public organizations. Conducted training meetings for field inspection staff , trained new field deputies on inspection work, and evaluated employee performance.



[www.bvna.com](http://www.bvna.com)

**EXHIBIT C**  
**FEE SCHEDULE**



## 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](http://www.bls.gov).)

- Firm will charge the City 60% of the Plan Check fee for standard reviews.
- Firm will charge the customer 100% of the Plan Check fee for accelerated plan

Job Title	Hourly Rate	Overtime Hourly Rate
Sr. Engineer/Structural Engineer	\$145	\$217
Plan Check Engineer	\$130	\$195
Sr. Plans Examiner	\$125	\$187
Plans Examiner/Revisions	\$115	\$172
CASp Plan Review	\$125	\$187
Chief of Inspection	\$115-\$125	\$172-\$187
Senior Combination Building Inspector	\$105-\$120	\$157-\$180

## 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.**

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Job Title	Hourly Rate	Overtime Hourly Rate
Combination Building Inspector	\$95-\$110	\$142-165
CASp Inspector	\$150	\$225
Fire Plans Examiner	\$125	\$187
Fire Inspector	\$120	\$180
Fire Marshal	\$150	\$225
Permit Technician/ Permit Processing	\$65-\$80	\$97-\$120
Clerical Staff/Records Support	\$65-\$75	\$97-\$112

- Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Overtime (OT) will be charged at 1.5 times the standard hourly rate. No overtime will be charged without approval.
- Mileage incurred using personal vehicles will be charged at the current IRS rate.
- Fees are subject to an annual increase in accordance with the CPI

**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:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.