

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES LLC**

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 DENNIS GRUBB AND ASSOCIATES LLC, a California limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide inspections and plan review services as requested by the Fire Department, 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:

Dennis Grubb and Associates LLC
6560 Van Buren Blvd, Suite B
Riverside, CA 92503
Tel: (951) 772-0007
Attn: Dennis Grubb

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5049
Attn: Jon Neal

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:

Daniel Stefano
Fire Chief

Date: _____

Jon Neal
Project Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Inspection Services:

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.

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 planreview the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Basedon **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based onthe 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'sConsultants. 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 documentsfor large public projects, such as, libraries, fire stations, etc. In such case, the City will solicit bids fromits 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 directlywith 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:

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 Citywill be accomplished. Standard review shall be completed in a **maximum of ten calendar daysfrom 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.

ATTACHMENT 1
BUILDING PERMIT FEES

TABLE 1A-A – BUILDING PERMIT FEES

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

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

NOTES:

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

Editor's Notes:

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

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

See Section 2(b) of the ordinance.

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

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

EXHIBIT B
CONSULTANT'S PROPOSAL



***A PROPOSAL TO PROVIDE PLAN REVIEW
AND INSPECTION SERVICES FOR:
CITY OF COSTA MESA
March 28, 2022***

Dennis Grubb & Associates, LLC

6560 Van Buren Blvd, Suite B
Riverside, CA 92503

P: 800-975-7395
951-772-0007

www.DGAssociates.org
Dennis@DGAssociates.org





Dennis Grubb & Associates, LLC

March 28, 2022

City of Costa Mesa
77 Fair Dr
Costa Mesa, CA. 92628-1200

Subject: Proposal for Fire Plan Review and Inspection Services, RFP #22-12

Dear Fire Marshal Neal,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional outside plan review and inspection services to the City of Costa Mesa. This proposal outlines all of the elements that, as a whole, make DGA a high quality solution to the City of Costa Mesa's needs, including our experienced personnel and our range of plan review and inspection services.

The following characteristics make Dennis Grubb & Associates, LLC uniquely qualified to service the City of Costa Mesa:

- ◆ Experienced plan review with specific technical skills in fire plans
- ◆ Experienced fire inspectors in both new and existing facilities
- ◆ Electronic plan review capability utilizing Bluebeam software
- ◆ We are a local firm whose associates are well-versed in local, regional, and state policies and practices
- ◆ Associates possess core business skills including
 - strong verbal and written communication skills,
 - professionalism and teamwork,
 - proficiency in MS Office, Outlook, Windows, and a variety of fire prevention software packages
- ◆ Competitive fees
- ◆ Excellent references
- ◆ Currently provide plan review services to Costa Mesa Fire Department and are very familiar with the projects and processes in the city

DGA also possesses exceptional qualifications:

- ◆ All our associates each have over 20 years experience working in and with fire departments
- ◆ DGA is able to meet all of the City of Costa Mesa's requirements
- ◆ DGA has the required licenses and permits to provide contract plan review and inspection services in the State of California
- ◆ DGA and its associates possess the certifications and qualifications required, and are they are highly experienced in the usage and content of all California Building

Standards Codes and currently adopted nationally recognized standards,
including all NFPA Fire Codes

This proposal is valid, binding, and capable of acceptance by the City of Costa Mesa for 180 days from the date of submittal. We look forward to continuing our relationship with the City of Costa Mesa, and we welcome any request to provide further information regarding our qualifications to perform these services.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Grubb", written in a cursive style.

Dennis J. Grubb,
President

FIRM EXPERIENCE

Profile

Dennis Grubb & Associates, LLC (DGA) was initially created in 2005, providing contract fire plan review for a single municipality. In 2007, DGA formalized our company by becoming a Limited Liability Corporation. By 2022, DGA has conducted fire reviews for 20 agencies, has provided a broad range of fire protection plan review services for over 17 years, and is currently performing contract plan review services for 17 agencies.

DGA appreciates our clients' concern for high quality performance and precise communications when utilizing the services of a consultant. Close interaction with the client is considered an essential part of our consulting services. With a thorough understanding of the codes and the intent with which they were written, we provide consistent and proper enforcement while maintaining the respect of both the client and the public.

Project Experience

DGA specializes exclusively in FIRE SAFETY. In order to maintain no conflict of interest, DGA does not perform any design work.

DGA personnel are fire plan review professionals. All DGA plan review and inspection staff have worked a minimum of 20 years directly for the fire service of a city, county, or fire district and have combined experience including:

- over 180 years of direct fire life safety plan review
- in excess of 150,000 fire safety plan reviewed.

Each associate maintains a variety of industry recognized professional certificates.

DGA has checked the simplest to the most complex projects. Below are just a few examples of some of the complex projects reviewed and/or inspected by DGA personnel. The plan review for these projects included all aspects such as architectural, special systems, fire alarm systems, fire sprinkler systems, underground fire line, hazardous material review, smoke control, and medical gas as applicable. Most of the projects also included fire department access review.

Ionis Pharmaceuticals, Carlsbad

- H-3

Robertson Ranch Apartments, Carlsbad

- R-2

VA Medical Center, Loma Linda

- B/I-2/A-2

Wolf Lodge, Garden Grove

- High Rise R-1/A-2/A-3/A-4

Amazon Distribution, Moreno Valley

- B/S-1/A-2/A-3/HPS

Improv, Brea

- A-1/A-2

Toyota Arena, Ontario

- A-1

Paseo Colorado Hotel, Pasadena

- R-1/A-1/A-3

Embassy Suites, Ontario

- High Rise R-1/A-2/A-3

Villa Verona Apartment Complex, Perris

- R-2

Karma Fisker Automotive, Moreno Valley

- F-1/H-2/H-3/B/S-1/A-3



VA Medical Center



Great Wolf Lodge



Amazon Fulfillment Center



Toyota Arena



Embassy Suites

Personnel

DGA specializes in FIRE SAFETY plan review and inspection services

Fulfilling the needs of the client is our paramount objective. DGA understands that each client is unique and has its own operating methods, and we work with each client to fully understand their needs and standard operating practices, then tailor our methods and processes to best meet their needs.

DGA has 7 fire safety specialists who will service this contract. Each specialist has a minimum of 20 years direct fire life safety experience.

DGA Principal Plan Examiners

- ◇ Dennis Grubb
- ◇ Diedre Locati

Associates

- | | |
|-------------------|-------------------------------------|
| ◇ Andrew Keyworth | Plans Examiner |
| ◇ Kevin Scott | Plans Examiner (Contract Labor) |
| ◇ Brett Petroff | Senior Fire Life Safety Inspections |
| ◇ Doug Hartman | Senior Fire Life Safety Inspections |
| ◇ Tony Verdenne | Senior Fire Life Safety Inspections |

Adequacy of Labor Resource

Dennis Grubb & Associates, LLC (DGA) has ample professional resources in both the number of staff, as well as the expertise to satisfy the Fire Plan Review and inspection needs of the City of Costa Mesa.

Key personnel will be available, to the extent proposed, for the duration of the contract. No person designated as “key” to the project shall be removed or replaced without the prior concurrence of the Costa Mesa Fire Department.

RESUMES

Dennis Grubb

Mr. Grubb is thoroughly knowledgeable on State, Regional and Local Amendments, Guidelines, Information Bulletins, Policies & Procedures, and the Proprietary Fire Prevention Software (IFP).

- ♦ Led Orange County Fire Authority's code adoption process for the 2010 & 2013 Code Cycle.
- ♦ 2010 & 2013 Orange Empire Code Committee
- ♦ 2013 Orange County Fire Prevention Officer Association Code Committee Chairman

Certifications

International Code Council CC

- ♦ Certified Fire Plans Examiner
- ♦ Certified Fire Inspector II
- ♦ Flammable & Combustible Liquids
- ♦ High Pile Combustible Storage
- ♦ Solving Means of Egress in Commercial Buildings
- ♦ Fire Protection Systems
- ♦ Hazardous Materials
- ♦ Nonstructural Fire & Life Safety Principles
- ♦ CFC Fundamentals
- ♦ Commercial Product Conveying Ducts & Exhaust Systems
- ♦ Spray-Applied Fire-Resistive Materials/Intumescent Coatings
- ♦ Performance Based Code Enforcement
- ♦ Tenant Improvement Aspects of A, B and M Occupancies
- ♦ Solar Photovoltaic Systems
- ♦ Assembly Means of Egress
- ♦ Special Buildings Types & Features
- ♦ Commercial Kitchen Hoods
- ♦ Building Areas, Fire Areas and Mixed Occupancies
- ♦ Compressed Gases & Cryogenic Fluids

International Conference of Building Officials

- ♦ Application of the UFC for Building Construction
- ♦ Means of Egress 1
- ♦ Means of Egress II

NFPA

- ♦ Hazardous Classified Locations
- ♦ Automatic Sprinkler Systems

Office of the State Fire Marshal, California

- ♦ Fire Prevention 1A, 1B, 1C, 2A, 2B, 3A
- ♦ Statutes & Regulations
- ♦ Hazardous Materials

Education

August Vollmer University

B.S. - Criminal Justice Los Angeles
Community College

A.A. - Administration of Justice

23+ Years of Experience in Fire and Life Safety

Mr. Grubb is currently serving as the Fire Marshal in the City of Montclair and Placentia. In the City of La Habra Heights Mr. Grubb is serving as the Deputy Fire Marshal.

Diedre Locati

Education

Cal State University, Long Beach
B.S. - Occupational Studies

Miramar College
A.S.- Fire Science

Certifications

- ◆ ICC Fire Plans Examiner Certified
- ◆ California State Fire Marshal
Fire Prevention Officer I, II, and III
Fire Investigator I
- ◆ Certified Fire Investigator
- ◆ California Specialized Training
Institute
Hazardous Materials Technician
- ◆ CFAA
Fire Alarm System Plan Review
Fire Alarm System Design
- ◆ IFCI
Flammable & Combustible Liquids
- ◆ Fire Sprinkler Advisory Board
Fire Sprinkler Plan Review
Piping & Water Supplies
Special Advance Systems
- ◆ ICC
Fire & Life Safety Principles
Hazardous Materials

Associations/Committees

California Fire Prevention Officers,
Southern Section
International Code Council
National Fire Protection Association
California Fire Alarm Association
California Professional Firefighters, L3757
International Association of Firefighters

33+ Years of Experience in Fire and Life Safety

As a DGA Associate, Ms. Locati performs plan review and inspections to ensure compliance with adopted codes and standards in but, not limited to, chemical hazard classification, hazardous processes/system, above/below ground tanks, spraying/dipping operations, and special systems.

Agency Experience

- ◆ City of Corona

- ◆ Orange County Fire Authority

Project / Plan Review Experience

- ◆ Perform plan review of and prepare correction notices for:
 - Building construction and tenant improvements,
 - Fire sprinkler and alarm systems,
 - High piled storage plans,
 - Hazardous materials
 - Fire and building code compliance
- ◆ Manage hazardous materials disclosure program for industrial and manufacturing occupancies
- ◆ Coordinate and perform new construction, systems and annual inspections
- ◆ Review fuel modification and vegetation management plans
- ◆ Perform fire investigations and maintain multiple qualifications as a resource for wildland fires
- ◆ Develop plan review for emergency access and water supply
- ◆ Create and coordinate wildland inspection program,
- ◆ Issue fire code permits
- ◆ Present code amendments and assist with code adoption process

Ms. Locati has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and additional nationally recognized fire protection design standards.

Andrew Keyworth

Education

Oklahoma State University
B.S.- Engineering Technology - Fire
Protection and Safety

University of California - Riverside B.S.-
Biology with Minor in History

Certifications

- ◆ CBC Nonstructural Fire and Life Safety Principles, ICC
- ◆ CFC Fundamentals, ICC
- ◆ Fire Protection Systems, ICC
- ◆ Solving Means of Egress Issues in Commercial Buildings, ICC
- ◆ 2006 IBC Transition from 1997 UBC, ICC
- ◆ IBC Hazardous Materials, ICC
- ◆ 2006 IFC Transition From 2000 UFC, ICC
- ◆ State Regulated Facilities, OCFA
- ◆ Intermediate Fire Alarm Seminar, AFAA
- ◆ Fire Alarm System Testing and Inspections, AFAA
- ◆ Means of Egress I & II, ICBO
- ◆ Underwriters Laboratories Fire Systems, Alarm Association
- ◆ Prevention 1A, 1B, 1C, CSFM
- ◆ Chemical Classification 101, OCFA
- ◆ Hazardous Materials/Confined Space Awareness, OCFA
- ◆ Fire Alarm Systems, California Fire Chiefs Association
- ◆ Flammable and Combustible Liquids—UFC Article 79, ICBO
- ◆ Hazardous Materials, ICBO
- ◆ Applications of the UFC for Building Construction, ICBO

21 Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Keyworth will perform plan review to ensure compliance with adopted codes and standards for a wide variety of facilities and uses to include but, not limited to fire alarm system, fire suppression systems, pre-engineer systems, architectural, high piled storage, and special systems.

Agency Experience

- ◆ Riverside City Fire Department
- ◆ Grinnell Fire Protection
- ◆ Orange County Fire Authority

Project / Plan Review Experience

- ◆ Evaluate proposed fire protection systems and scenarios to help eliminate the danger to prevention & suppression personnel as well as the public
- ◆ Participate in detailed coordination and interfacing with appropriate building department representatives to ensure compliance
- ◆ Provide guidance and direction to subordinates

Mr. Keyworth has completed the following specialty certifications;

- ◆ OSHA Hazardous Waste Operations Training 1910.120 (e) (3) (I) Off-Site
- ◆ OSHA Hazardous Materials Technician

Kevin Scott

Certifications

- ◆ ICC Preferred Provider – Training/Instructor
- ◆ ICC Certified Fire Plans Examiner
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Fire Prevention Officer
- ◆ Certified Plans Examiner
- ◆ Certified Fire Protection Specialist
- ◆ Certified Fire Inspector II
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Uniform Fire Code Inspector, 2000 UFC
- ◆ Information Officer Type III
- ◆ Fire Prevention Officer III
- ◆ Certified Fire Code Inspector
- ◆ Certified Medical Gas Installation Inspector
- ◆ Fire Prevention Officer II
- ◆ Fire Prevention Officer I

Instructor

- ◆ International Code Council Preferred Provider: 2000-present
- ◆ Certified State Fire Marshal: 1996-2008.
- ◆ International Fire Code Institute: 1998-2002.
- ◆ International Conference of Building Officials: 1999-2002.
- ◆ Bakersfield Community College: 1996-present

Education

- ◆ Fire Science Certificate, Bakersfield Community College
- ◆ Associate of Arts Degree in Fire Science, Pasadena City College

40+ Years of Experience in Fire and Life Safety

Technical Activities

- ◆ California Code Interface Committee: 2011-2012.
- ◆ Task Group 400 – Secretariat: 2010-2011.
- ◆ Hydrogen Gas Ad Hoc Committee – Vice Chairman: 2003-2005.
- ◆ Fire Council for Underwriter's Laboratories: 1999-2012.

- ◆ International Fire Code, Code Development Committee – Chairperson: 1998-2004.
- ◆ International Fire Code, Interpretations Committee: 2001-2006.
- ◆ Technical Advisory Committee for Retail Sales of Fireworks: 2004-2007.
- ◆ Fire Prevention Committee of the California State Firefighters Association: 2004-present.
- ◆ California Code 2000 Partnership, Representing California Fire Chief's Association: 1998-2000.
- ◆ Prescriptive Drafting Committee for the International Fire Code, Code Development Committee: 1997-2000
- ◆ Uniform Fire Code, Code Development Committee – Vice Chairperson: 1995-1999.
- ◆ Uniform Fire Code Committee, California Fire Chiefs' Association – Chairperson: 1992-1995.
- ◆ Technical Advisory Committee on Retail Storage of Group 'A' Plastic Commodities: 1993-1996.

Project / Plan Review (highlights)

- Aerotest Maintenance Hangar—Mojave
- Alpha Explosives – Mojave
- Elk – GAF Roofing Manufacturing Facility – Shafter
- Frito-Lay Inc., Bakery & Distribution Warehouse – Buttonwillow
- IKEA Regional Warehouse & Distribution Center – Tejon
- Lerdo Pre-Trial Facility – Shafter
- Lone Star Gas Refinery and Distribution Facility – Shafter
- Mojave Air and Space Port – Mojave
- Plains All American Bakersfield Crude Terminal – Old River
- Products Research Chemical Corporation – Mojave
- Sears Logistics Regional Warehouse and Distribution Center – Delano
- Shafter Intermodal Rail Facility – Shafter
- Target Distribution Warehouse – Shafter
- Tejon Industrial Complex – Tejon

Brett Petroff

Education

Cal State University, Fullerton
B.A. - Biological Science

OCFA Leadership Institute

Certifications

- ◆ Hazardous Material Management Certificate UCI
- ◆ California State Fire Marshal, Fire Prevention Officer I & II Certificate
- ◆ California State Fire Marshal, Fire Marshal Certificate

Agency Experience

- ◆ Orange County Fire Authority
- ◆ Fullerton and Brea Fire Department
- ◆ City of Whittier/ Emergency Management
- ◆ City of Montclair

Project / Plan Review Experience

- ◆ Responsible for increasingly technical inspections of all types.
- ◆ Supervised and managed Plan Review, Wildland Program, High Rise inspection Program, Hazardous Materials Program, and a wide array of special projects teams (fireworks, code adoption, FHSZ Maps, Smoke Alarm, etc).
- ◆ Worked with a variety of partner agencies and organizations to accomplish objectives.
- ◆ Assisted with City Councils and County Board of Supervisors.
- ◆ Develop and manage budgets.
- ◆ Set and achieve goals.
- ◆ Developed and trained staff.
- ◆ Operated as team member in managing a major department in the agency.
- ◆ Prepared and present outreach presentations to special groups and attend community events.
- ◆ Develop policies and procedures.

- ◆ Develop and implement training exercise and drills.
- ◆ Performed plan review function and managed significant workload.
- ◆ Coordinated inspections with other city departments as necessary to obtain successful outcomes.

As a DGA Associate, Mr. Petroff is currently serving the City of Montclair as the Deputy Fire Marshal.

34 Years of Experience in Fire and Life Safety

Doug Hartman

Education

Santa Ana College
Fire Science - Fire Investigations
Allan Hancock College
Fire Hydraulics

Certifications

- ◆ **CSFM:** Fire Prevention Level 1 and 2 course work, Fire Instructor Level 1 course work, Hazardous Materials Technician- Basic Chemistry
- ◆ **CSTI:** Hazardous Materials First Responder Awareness
- ◆ **NFPA:** Assessing Structure Ignition Potential
- ◆ **National Wildfire Coordination Group:** Concept of Wildfire
- ◆ **ICC:** Fire protection Plans, The Wildland Urban Interface and Fire Prevention
- ◆ **AFAA:** Auto Fire Detection and Fire Alarms
- ◆ **CFAA:** Fire Alarm System Plan review, Fire Alarm System Design
- ◆ **NSFA:** High Piled Storage, Pumps for Fire Protection
- ◆ **Fire Sprinkler Advisory Board:** Classes level I-IV
- ◆ **OCFPO:** Aerial and Theatrical Fireworks

Associations/Committees

- ◆ Orange County Fire Prevention Officers
- ◆ OCFPO: Wildland Urban Interface Committee Chair
- ◆ California Fire Prevention Officers Southern Section: Fire Alarm Devices Committee member
- ◆ CSFM: State Fire Alarm Advisory Committee member

35 + Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Hartman is currently serving the Placentia City Fire Department as a Senior Fire Inspector regarding residential and commercial occupancies.

Agency Experience

- ◆ Knott's Berry Farm Fire Department
- ◆ Fountain Valley Fire Department
- ◆ Buena Park Fire Department
- ◆ Orange County Fire Authority

Project / Plan Review Experience

- ◆ Performed plan review of and prepared correction reports for: site development, architectural, fire sprinklers, fire alarms, high piled storage, special extinguishing systems and hazardous materials.
- ◆ Manage special event permit program
- ◆ Lead plan review and annual inspector of large amusement park in OC
- ◆ Review fire protection, fuel modification and vegetation management plans
- ◆ Review Alternative Materials and Methods for equivalent protection
- ◆ Basic Fire Academy- Fire Prevention instructor
- ◆ Assist in the code adoption process
- ◆ Issue fire code operation permits

Mr. Hartman has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and Fire and Life Safety code inspections.

Tony Verdenne

Education

Santa Ana College
Crafton Hills College
Chapman University

Associations/Committees

Orange County Fire Prevention Officer's Association
South Bay Fire Prevention Officer's Association
American Red Cross
American Heart Association

38 Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Verdenne is currently serving the Placentia City Fire Department as a Senior Fire Inspector regarding residential and commercial occupancies.

Agency Experience

- ◆ Orange County Fire Authority
- ◆ Gardena Fire Department

Project / Plan Review Experience

- ◆ Duties include but not limited to complex fire and life safety code inspections, and related compliance for: public complaints, referrals, special events, film shoots, and state licensed care facilities.
- ◆ Assisted in developing the firefighters' inspection program with documentation, and PowerPoint presentations.
- ◆ Trained, coached, and mentored new inspectors, and firefighters regarding fire prevention methods, procedures, efficient practices, public relations, meeting etiquette, fire safety systems, corrections, documentation, and creative solutions.
- ◆ Fostered relationships between city officials and partnering agencies such as the Department of Social Services, California State Fire Marshal's office, OSHPD Office of Statewide Health Planning and Development, public health agencies, and school districts.
- ◆ Developed and coordinated a State licensed "850" program through extensive training and oversight regarding educational and care occupancies.

- ◆ Researched, prepared, and issued safety notices, permits, and correction letters regarding compliance issues and deficiencies with a business-friendly, educational, and creative solutions approach.
- ◆ Analyzing, interpreting, and applying applicable federal, state, and/or local laws, rules, and regulations.

Mr. Verdenne has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and Fire and Life Safety code inspections.

Cities & Agencies Currently Served

DGA has built a reputation of excellent fire plan review services primarily due to the extensive experience of Dennis Grubb and the Associates that is coupled with excellent customer service. This reputation has led to jurisdictions approaching DGA to handle their special projects. The following agencies that DGA currently serves, point of contact will be provided upon request:

Brea Fire Department	Montclair, City of
Colton Fire Department	Murrieta Fire & Rescue
Carlsbad Fire Department	Orange County Fire Authority
Costa Mesa Fire Department	Pasadena Fire Department
Fullerton Fire Department	Perris, City of
Garden Grove, City of	Placentia Fire & Life Safety Department
Laguna Beach, City of	San Gabriel Fire Department
La Habra Heights, City of	San Mateo County Fire
Loma Linda Fire Department	

Letters of Recommendation

DGA recognizes that meeting and/or exceeding the client's needs is paramount to the success of both DGA and the client. Proposals are promises for specific performance, but once the contract is awarded, does the contractor consistently meet that performance? Do they meet the turn-around times? Are they comprehensive in the reviews? Is the contractor readily available for consultation? Do they have the staff with the experience to handle all plan types? As you can see from the attached Letters of Recommendation the answer to all those questions is a resounding yes.

LETTERS OF RECOMMENDATION



March 23, 2022

To whom it may concern.

Subject: Letter of Recommendation for Dennis Grubb & Associates

Dear Sirs,

I would like to take this opportunity to highly recommend Dennis Grubb & Associates (DGA) as a consulting plan review firm for Fire Services.

DGA has worked for the Carlsbad Fire Department for the past 7 years and serves as our primary plan review firm. The quality of their review process, as well as the customer service that they provide to our city and our applicants, is well above all other firms that I have worked with over the past 14 years. The service levels that they provide allowed me to make the decision to transition our entire plan review process away from an in-house service to a third party service without any concerns that would negatively affect the development process. DGA continually goes the extra mile for my fire department and the personal relationship that Dennis provides assures me that I can always reach out to him if I have any questions or concerns.

As the Fire Marshal, I have selected DGA to work for me for two different cities now over the past 14 years. They continue to be the only plan review firm in Southern California that only services the fire service, and the professionalism of his associates is superior to all other firms that I have used. The full service approach that he takes to our contract is something that I have yet to experience with any other firm and I will highly recommend DGA to any fire agency that is seeking to out-source their plan review process.

If you would like to discuss DGA's qualifications further, please feel free to contact me at (626) 536-6677.

Sincerely,

A handwritten signature in black ink that reads "Randall Metz".

Randall Metz, EFO, CFO, FM, MIFireE
Division - Fire Marshal
Carlsbad Fire Department



Fire Department

Fire Prevention 1635 Faraday Ave. | Carlsbad, CA 92008 | 760-602-4660 | www.carlsbadca.gov



CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT
BUILDING DIVISION

135 N. "D" Streets, Perris, CA 92570-2200

TEL: (951) 943-5003 FAX: (951) 943-8379

March 21, 2022

To Whom It May Concern,

Dennis Grubb & Associates has been providing excellent and timely fire plan review services and staff Review Comments for Planning Entitlement cases for the City of Perris since 2005. To this day Dennis and his staff have provided excellent technical expertise, professional service and demonstrated sound judgment in executing their duties and responsibilities.

In my experience, Dennis Grubb and Associates attention to detail has helped identify and mitigate problems quickly, resulting in consistent expedient turn around timeframes. In addition, I also consider Mr. Grubb to be an excellent resource by drawing from his extensive knowledge and experience whenever technical code interpretation is sought.

We look forward to a successful, continued relationship with Dennis Grubb and Associates.

Sincerely,

David J. Martinez CBO
Fire Marshal
City of Perris



City of Loma Linda Fire Department

Community Risk Reduction Division

To Whom It May Concern:

This is my professional recommendation for Dennis Grubb of Dennis Grubb and Associates, LLC. Dennis Grubb is currently a fire plan check consultant for the City of Loma Linda Fire Department and had provided these services to the Fire Department since June of 2018.

Over the past months, the City of Loma Linda has experienced unprecedented growth with the new construction and tenant improvements. With current projects, and numerous completed projects, Dennis has not only met, but exceeded all expectations and requirements of his current Professional Services Agreement with the City.

Dennis has been very responsive and has always made himself available for training, questions, or clarifications on any issues. With over 23 years' experience in doing Fire plan checks for multiple cities, Dennis has built relationships with numerous professionals in a multitude of related fields. As the Fire Marshal, I have benefitted immensely from this vast network of knowledge as Dennis has also helped me to start building rapport and relationships with these professionals which in turn has provided further value and depth to this agreement.

Dennis's knowledge and attention to detail on construction and fire code requirements on plan checks has proven invaluable not only to the Fire Department, but also to the contractors and developers that we work with daily. Since June of 2018, our ability to provide outstanding customer service has increased greatly with the assistance of Dennis and his firm and I look forward to our continued work together.

Please feel free to contact me if you have any questions, or require further information.

Respectfully,

A handwritten signature in black ink, appearing to be "Tom Ingalls", written over a horizontal line.

Tom Ingalls
Fire Marshal

25541 Barton Road, Loma Linda, CA 92354 • (909) 799-2850 • Fax (909) 799-2891

Quality Assurance

EXCELLENT REPUTATION

DGA has built a reputation of excellent fire plan review services primarily due to the combination of the extensive experience of Dennis Grubb and the Associates and excellent customer service. This reputation has led to jurisdictions approaching DGA to handle their special projects, such as the Toyota Area in Ontario, VA Medical Center in Loma Linda, or the Great Wolf Lodge in Garden Grove.

KNOWLEDGE

DGA takes an active role in the code adoption process by participating in numerous committees that provide DGA members with knowledge of new changes to the code and, more importantly, the intent behind any changes.

TECHNOLOGY

DGA stays abreast of the latest technologies, from using Drop-box to allow our customers instant access to correction letters and/or correspondence, to having electronic plan review capability through the use of Bluebeam Software. DGA has experience in using a variety of Community Development Software, including but not limited to, ACELLA and OCFA's IFP (proprietary software).

Customer Service

DGA recognizes that customer service is paramount to any organization. Dennis Grubb will be the primary point of contact for the City of Costa Mesa. As such he will be available to handle any customer service issue immediately on behalf of DGA. DGA will engage the City of Costa Mesa's supervisory staff as a situation warrants. As a retired OCFA Assistant Fire Marshal, Dennis Grubb has years of experience in handling customer complaints and is skilled at deescalating situations and resolving issues.

Concurrent Task Completion

DGA has highly experienced associates who will fulfill the plan review services and inspection services for the City of Costa Mesa through the term of this contract. As a small company, we are selective in the contracts we pursue. We constantly evaluate the workload we have vs the resources available, thus ensuring that we always have sufficient resources. By having contract labor, we are able to quickly increase or decrease the required resources to maintain high quality services.

Scope of Services

DGA specializes in fire life safety. Our highly experienced associates will provide fire plan review & inspection services for the City of Costa Mesa's Fire Prevention Division in the following areas:

- ☐ Fire Sprinkler
- ☐ Fire Alarm and Monitoring Systems
- ☐ Underground Water Supply
- ☐ Fire Pump
- ☐ Special, clean agent system
- ☐ Commercial cooking fire protection
- ☐ High Piled Storage
- ☐ Architectural (all occupancies including High Rise)
- ☐ Above and Below Ground Storage Tanks
- ☐ Refueling Station
- ☐ Hazardous Material
- ☐ Spray Booths
- ☐ Combustible Dust
- ☐ Smoke Control
- ☐ Compressed Gas Systems (Medical, Industrial)
- ☐ Chemical classification
- ☐ Fuel Modification
- ☐ Special Processes & Equipment
- ☐ Solar Systems

Scope of Work

DGA will provide plan review services including the following:

- ◇ Pick up and drop off plans at the City of Costa Mesa or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
- ◇ Pick up, complete the plan check review, and return plans to the City of Costa Mesa within 10 business days (3 business days for accelerated plans).
- ◇ Where corrections are required, return the plans directly to the applicant or as directed by the city. The correction letter, if applicable, will be posted to Drop-box (Cloud based file system), which will be accessible to Costa Mesa Fire Prevention personnel.
- ◇ Update the city's project tracking software as directed by the city.
- ◇ Be available for phone calls or in-person meetings with the City of Costa Mesa as needed.
- ◇ Be available to consult with the City of Costa Mesa field inspection team(s) as needed.
- ◇ Stamp and sign all plans in accordance with the City of Costa Mesa policy and procedure.
- ◇ Verify compliance with adopted state & local codes/ordinances including updates.
- ◇ Provide inspections as requested by the city.

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.)

Job Title	Hourly Rate	Overtime Hourly Rate
Fire Protection & Detection System Review	60% of the adopted fees	
Architectural Plan Review	\$125.00	\$125.00
Fire Inspector	\$110.00	\$110.00

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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