

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
THE CODE GROUP, INC. DBA VCA CODE**

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 THE CODE GROUP, INC., a California corporation DBA VCA CODE ("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:

The Code Group, Inc. dba VCA Code
1845 W. Orangewood Ave., #210
Orange, CA 92868
Tel: (714) 363-4700
Attn: Bob Heinrich

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

The Code Group, Inc. dba VCA Code

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: _____

Daniel Stefano
Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Code Enforcement Staffing Services:

Development Services Department

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

Permit Technician Staffing Services:

Development Services Department

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

Inspection Services:

Development Services Department (Building Division)

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

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

Fire Department

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

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

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

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 geo database or shape file 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.

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



CITY OF COSTA MESA



**Request for Proposal (RFP) #22-12
On-Call Inspections, Plan Review, and
Staffing Services**



Leadership. Service. Commitment.

March 29, 2022



Cover Letter

March 29, 2022

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

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

To Whom It May Concern:

The Code Group, Inc. (VCA Code) is pleased to respond to the City of Costa Mesa's Request for Proposal (RFP) for On-Call Inspections, Plan Review, and Staffing Services. Our proposal includes our understanding of the scope of work, method of approach, qualifications, key personnel, cost proposal (separately attached), and forms. VCA's main office is conveniently located in Orange, CA – a short drive away from the City of Costa Mesa.

Address: 1845 W. Orangewood Ave., #210, Orange, CA 92868

Telephone: (714) 363-4700

For plan review, the City will benefit from VCA's technically strong team of licensed Plan Check Engineers and ICC Certified Plans Examiners to assist with accurate and timely plan reviews. VCA maintains a team of sixteen (16) highly competent, in-house plan checkers that the City can rely upon for reviewing any type of structure. The Project Director for plan review will be Bob Heinrich, CBO, Principal & President. Mr. Heinrich brings over 30 years of code knowledge, technology, management, and building official experience to the City. With his unique background and expertise, Mr. Heinrich will not only ensure exceptional services but also offer the City any needed guidance.

For staff augmentation, the City will benefit from outstanding staffing services for the Development Services Department and Fire Department through a dedicated in-house recruiting team, well versed in the industry. With substantial success filling roles that satisfy both the agency and candidates' needs, our staffing department is ready to provide the City with competent and cooperative personnel. The Project Director for staffing will be Rick Bergin, a veteran recruiter with 18 years of experience in talent acquisition and management. VCA has successfully placed Building Inspectors, Permit Technicians, Plans Examiners, Fire Inspectors, Planners, Code Enforcement Officers, Building Officials, administrative staff, and more.

While other consultants may tend to be unresponsive, inconsistent, and disorganized, VCA is distinctively qualified to serve the City through the following:

- ◆ Previous consulting work with Costa Mesa and other similar cities gives us insight regarding the City and community's specific needs. We are highly thought of by the design and development professionals that are regular clients of the City of Costa Mesa.



- ◆ No conflict with City workers because our staff perform as an extension of the City and will adapt to the City's processes, maintaining a positive relationship with the City and public.
- ◆ Plan review concerns are quickly resolved with our Client Services Manager overseeing assignment and movement of plans.
- ◆ Plan review corrections are consistent, and the review process moves swiftly with our in-house plan check team who are a resource to the City, applicants, and each other.
- ◆ Staff placement is prompt and stable because our in-house recruiters respond quickly and are dedicated to finding the right people for the City.
- ◆ Quick issue resolution – while other organizations are spread out and hard to reach, VCA's CEO and President work directly with the City to handle any matters with no cause for delay.
- ◆ Flexible solutions – we are adaptable and happy to work with the City in developing solutions to unique problems and achieve desired results.

I, Tom VanDorpe, SE, CEO, am authorized to bind the firm. We acknowledge receipt of all addenda. This proposal shall remain valid for 180 days from date of submittal. Please do not hesitate to contact us with any questions or need for clarification. We appreciate your time in reviewing this proposal and look forward to the opportunity to serve the City of Costa Mesa and its community.

Sincerely,



Tom VanDorpe, SE
Chief Executive Officer



Table of Contents

Cover Letter	1
Table of Contents	3
Background and Project Summary Section	4
Method of Approach.....	8
Qualifications of the Firm	13
Key Personnel	16
Cost Proposal (Separately Attached)	22
Financial Capacity	22
Disclosure.....	22
Sample Professional Services Agreement.....	22
Checklist of Forms to Accompany Proposal.....	22
Appendix A: Resumes & Certifications	23
Appendix B: Required Forms	53

Background and Project Summary Section

Other municipalities rely on VCA because we deliver excellent services within tight deadlines at a reasonable cost. Unlike competitors, VCA staffs a core in-house team of plan checkers and dedicated recruiters. Our plan check team ensures corrections stay consistent and the whereabouts of assigned plans are easily tracked. By keeping progress and deadlines transparent, our team is able to meet the City's expectations while maintaining quality of work.



We are experienced in working with the types of applicants and projects in the City of Costa Mesa. VCA employees value customer service and have worked with seasoned contractors, first-time owner builders, and everyone in between.

Our plan check team can review any type of structure for residential, commercial, industrial, fire, and public projects, including highly technical projects such as hotels, medical facilities, libraries, student centers, performing arts centers, reservoirs, dealerships, and more. Residential includes SFD, MFD, affordable housing, mixed-use, podiums, wraps, custom homes, track homes, ADU's, room additions, remodels, pools, basements, bomb shelters, horse facilities, and more. We continually update an extensive library of all applicable and adopted building codes, modifying review standards to reflect the most recent code changes. The City can rely on VCA to conduct plan reviews in alignment with current standards.

Types of Review Include:

- ✓ Full Building
- ✓ Structural
- ✓ Mechanical
- ✓ Electrical
- ✓ Plumbing
- ✓ Fire
- ✓ Grading/Drainage
- ✓ Green
- ✓ Disabled Access
- ✓ OSHPD-3
- ✓ And more!

Our staff augmentation services include building inspectors, fire inspectors, permit technicians, code enforcement officers, plans examiners, and more. VCA will only provide candidates that meet the City's minimum requirements including certifications and licenses. We will comply with all State and Federal employment laws as well as any City requirements including reference checks, fingerprints, background checks, etc. Our recruiting team is dedicated to bringing the best candidates for the job when the City needs them. All of our staff will perform as an extension of the City and interface with the public in a polite and courteous manner. They understand that they wear two hats – one for the City and one for VCA.

Available Staff Include:

- ◆ Building Inspectors
- ◆ Fire Inspectors
- ◆ Permit Technicians
- ◆ Code Enforcement Officers
- ◆ Building Plans Examiners
- ◆ Fire Plans Examiners
- ◆ CASp Professionals
- ◆ Sustainability Experts
- ◆ And more!

Scope of Work

VCA understands the Scope of Work detailed in the RFP and agrees to perform the following services:

Code Enforcement Staffing Service:

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

Permit Technician Staffing Services:

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 ensure 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.

Plan Check Services:

Development Services Department (Building Division)

1. Upon request of the City, 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 will be provided on the transmittal form and will 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

1. Fire Protection System Plan Review:
 - a. Standard review will be completed in a maximum of ten days from the date the City assigns the plan for review.
2. Fire and Life Safety Plan Review
 - a. Standard review will be completed in a maximum of ten days from the date the City assigns the plan for review.
 - b. Expedited Plan Check
 - i. VCA will complete its initial review in half the time specified by the City's standard for review.

Method of Approach

1. Implementation Plan

Unlike competitors, VCA has a core in-house team of sixteen (16) plan checkers to ensure the City receives consistent and timely corrections. These individuals consist of ICC Certified Plans Examiners and licensed professional and structural engineers. They will review each project to meet all requirements of the California Code Regulations (CCR Title 24), including, but not limited to: structural, architectural, mechanical, electrical, plumbing, fire, CASp, grading and drainage, civil, sustainability (Energy and Green Building Codes), geotechnical services, flood zone, liquefaction, storm water, OSHPD-3, ADA, and more.



1. **Beginning with the end in mind:** Accurate and thorough plan review coupled with on-time delivery is our goal. To save time, VCA employs a full-time Plan Check Client Services Manager and coordination staff. This individual is a 25-year veteran Permit Technician who opens each set of plans to review for completeness and ensures all documents and reports are included. If portions are missing, she immediately notifies the City to attain

any outstanding documents. Each plan is entered into our proprietary plan tracking system and assigned out to a plans examiner.

2. **QC & QA:** Our Director of Plan Check, Mr. Hue Luu and Deputy Director of Plan Check, Mr. Samir Ghosn, are well-known in the industry, and their expertise is unparalleled. Mr. Luu and Mr. Ghosn conduct oversight to ensure corrections are accurate and complete. This control and quality assurance ensures plans are thoroughly reviewed, concise, and based on the most current codes and regulations. Mr. Luu and Mr. Ghosn are key assets for VCA and the City.
3. **Recheck Procedure:** Plans returned for second and/or third reviews are typically given to the original plan reviewer. The benefits are threefold: 1) their familiarity with the project saves time and money in approving corrections, 2) this helps expedite the review process for applicants, and 3) conversations with applicants are more consistent.
4. **Virtual Awareness:** VCA created a virtual board, similar to a flight status board at airports to openly display all plans, due dates, and progress. This board is monitored by all plan checkers, our manager, and the Plan Check Director.
5. **Tracking Plans:** Pertinent data is entered into our custom tracking system and a barcode is generated, allowing VCA to monitor plan check activities, the number of reviews, the number of hours, fees, and add any information received from the City or applicants. Any requested data is easily relayed back to the City.
6. **Deferred Submittals and Revisions:** Our plan checkers will review deferred submittal items and any revisions before or during construction.
7. **Other:** VCA's staff will:
 - Consolidate comments from various City departments, resolve internal inconsistencies, and present recommendations and revisions to the applicants.
 - Maintain communications with applicants and staff from the Building Division and other City departments. Respond to inquiries about projects from applicants.
 - Utilize City electronic and paper files to research previous and/or related permits.
 - Be available during an emergency or natural disaster to assist the City with inspection services. VCA has certified disaster specialists.
 - Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
 - Acknowledge that all documentation will become the property of the City of Costa Mesa.
8. **Pickup and Delivery of Plans:** At no cost to the City, VCA will arrange shipping and courier services. Our plan checkers are available Monday through Friday between 8:00 a.m. to 5:00 p.m. Our company policy states all phone calls and emails are to be returned as soon as possible but absolutely within 24 hours.

In contrast to other consultants, VCA has a dedicated in-house recruiting team knowledgeable of the industry who will connect with the City, determine needs, and provide the best contract staff to serve the City of Costa Mesa through the following:

1. **Candidate Qualifications:** VCA will only provide candidates that meet the minimum City requirements. Regarding pre-screening, VCA meets each candidate in person, evaluates them about their knowledge of either inspection, plan check, or permitting requirements. VCA also confirms certifications or licenses, and runs any background checks required, or coordinates with the City's live scan process.
2. **Screening Candidates:** VCA complies with all State and Federal employment laws. Our recruiting staff meet face-to-face or through Zoom to determine the best qualified and best fit candidates are presented to the City. VCA shall comply with any City requirements including reference checks, fingerprints, and background checks, coordination of live scans, scheduling meetings with police departments or other entities to run the required background check.
3. **Notification of Changes:** VCA understands that timing matters when it comes to providing qualified contract staff for a jurisdiction. VCA shall promptly notify the City of any changes in personnel prior to award of a contract between City and the VCA. Should any personnel be reassigned prior to the award, VCA shall present the resumes of highly qualified replacements for any function affected.
4. **Staff Stability for the City:** Employee turn-over is detrimental to both cities and consultants. VCA proudly provides benefits to help our employees take care of themselves and their families. We pay for medical, dental, vision, and a 401(k) plan to assist with their retirement. We also pay for the same holidays that city employees get, as well as vacation and paid sick days. These benefits help promote a stable and secure workforce which greatly benefits the City with contract employees who are dedicated and committed to the cities they serve.

2. Description of Efforts

Our extensive experience, capabilities, and total quality management control processes are a multi-layer approach. VCA will ensure proper staff allocation and placement through working closely with City staff and understanding the requirements set forth. Located nearby in Orange County, our project team is readily available for telephone or in-person meetings at the City. All VCA employees and contract staff will behave in a professional manner while conducting their duties and working with the public and the City. VCA brings the experience and success of working with multiple jurisdictions while providing high quality work through the following:

- **Compliance with all City Policies and Procedures:** Our employees will adapt to all City processes, mitigating conflicts that could arise from working with a consultant. Unlike competitors, our goal is to provide the City with solutions rather than cause more headaches. We are willing to come to the City to learn any software programs, systems, or other processes to better serve the City.

- **Professional Development Training:** VCA's leadership values employee development and supports career advancement through paid training and continuing education.
- **Staffing Commitment:** VCA commits to providing a team of members with relevant work experience based on City needs. Should a change in personnel be required, VCA will comply with City requirements and seek written consent of the City, including sub-consultants.
- **Code Library:** VCA continually updates an extensive library of all applicable and adopted building codes and reference standards; and modifies and upgrades review standards to reflect code changes and guarantees that plan reviews are in alignment with the current standards.
- **Industry Associations:** VCA has a long-standing participation and technical involvement with the International Code Council (ICC), ICC Orange Empire Chapter, ICC Los Angeles Basin Chapter, CALBO, Structural Engineers Association of California (SEAOC), International Association of Plumbing and Mechanical Officials (IAPMO), and others. These resources and relationships can be utilized for research, thought leadership, and needed information to support VCA's activities for the City.
- **Open Communication:** VCA's office hours are 8:00 a.m. to 5:00 p.m. however, our staff will be available during the hours convenient for the City. We will proactively communicate with City staff, applicants, and attend meetings as necessary to improve the progress of work. VCA will provide emphasis, understanding and special attention to assigned projects while maintaining work quality, meeting deadlines, and staying within budget. Our employees know they must return phone calls and emails ASAP or within 24 hours. VCA effectively utilizes a cross-reference program that ensures ongoing communication, so if an employee is out of the office, they must notify their counterpart, to be aware of the status of any issue. In addition, the City may rely upon both Bob Heinrich and Rick Bergin, who are available 24/7 to assist the City.

3. Project Schedule

VCA utilizes a proprietary plan tracking program to manage all phases of plan review. Along with a formal QA/QC process, VCA ensures all reviews are completed to high standards and returned within expected timeframes. **VCA will comply with the City's turnaround times for standard, fire, and expedited plan review**, and we are happy to work with the City on any unique circumstances. VCA recognizes timelines may require adjustment due to factors such as scope size and intricacy in order to uphold customer satisfaction, in which case VCA will attain proper approval from the City.

4. Tasks Required from City

VCA is happy to work with the City to achieve desired objectives, and we are committed to fulfilling assigned plan check and staffing tasks within swift timeframes. To meet expectations, VCA requires City staff to have open communication, make department managers accessible to quickly respond to questions from VCA employees and applicants, give access to City systems needed for assigned tasks, and train our staff on City processes so that they can perform seamlessly with the City.

5. Additional Approaches

◆ Third Party Accelerated Plan Review

Saving the City time, costs, and headaches, VCA's innovative accelerated plan review program allows certain clients to work directly with VCA while the City keeps 100% of the fees. With his expertise and extensive years in the industry, Bob Heinrich is able to provide and successfully manage this service. Mr. Heinrich carefully crafted this unique program in a way that benefits all parties involved. We are open to discussing the details and implementation with the City.

◆ External Training Services

VCA Code has developed a relatable and interactive customer service program aimed at improving team collaboration and customer service. We've presented this 1-hour program at several cities and the feedback from both the managers and the attendees was very positive. Programs are customized and based on specific issues your staff may be dealing with while working with applicants. We've presented programs for Building Inspectors, Permit Technicians, Plan Checkers and Code Enforcement Officers. We possess the understanding, empathy, techniques, and we'd be happy to assist by developing a program for the City.

Qualifications of the Firm

Corporation Information

Name: The Code Group, Inc. (dba VCA Code)
Corporate & Local Address: 1845 W. Oranewood Ave., #210, Orange, CA 92868
State of Incorporation: California
Date of Incorporation: July 15, 2003
Years in Business under Present Name: 19 years
Officers: Tom VanDorpe (CEO & Secretary), Gina Birkett (CFO)
Date Local Office Open for Business: July 15, 2003
Employees: 59, excluding contract staff (tenure employees ranges from 1 to 30 years)
(Plan Check Division – 22; Staffing Division – 4; Sustainability Division – 22; Admin – 11)

Qualifications

VCA's commitment to the City: The name VCA has been recognized in the industry for over 40 years, providing solutions in engineering, plan review, staffing, permitting, planning, code enforcement, and more. Today, the principals of VCA operate through the entity The Code Group, Inc. (dba VCA Code) which was incorporated in 2003. Serving 35+ jurisdictions, VCA is ready and capable of providing quality plan check and staffing services as outlined in the RFP's Scope of Work. We will conform to the exact needs of the City of Costa Mesa's community and are ready to behave as an extension of the City. Through our relationships with municipalities, we understand the frustrations with outsourcing work, and VCA's unique company organization and qualities allow us to alleviate the difficulties normally experienced when working with other consultants.

◆ Familiarity with City

Not only do we have city clients of similar size and density, VCA currently performs plan review and staffing services for the City of Costa Mesa. We possess extensive experience working with beach communities and intimately know unique aspects such as coastal soils, seawalls, and corrosion. Our staff enjoy working with the Costa Mesa staff and constituents, and we will continue using our knowledge of the City and community to provide unrivaled services for the Development Services Department and Fire Department. Our skilled team of plan checkers, building inspectors, fire inspectors, permit technicians, code enforcement officers, and more are ready to serve the City and all stakeholders.

◆ Dedicated In-House Recruiters

Our recruiting team is devoted to handling all staffing needs from the City, resulting in qualified contract staff at a quick turnaround. With our breadth of hiring resources, industry experience, and uniquely collaborative approach, VCA recruiters are able to prioritize compatibility and skills when presenting candidates to the City. We value open communication and will keep the City updated on progress.

◆ Working with City Staff and Constituents

With staff consisting of former building officials and public employees, our team will have no issues working closely and collaboratively with the City and its associates. Our knowledge of the codes paired with understanding of the industry allows us to articulate even the most intricate of codes in a concise and digestible manner. Fostering relationships with municipal staff is important to VCA, and we believe in aligning our processes with the City rather than imposing our own, resulting in strong rapport and a harmonious working relationship. We are happy to make any adjustments to better serve the City. Additionally, our team will respond to any inquiries within 24 hours, and any urgent matters will be handled ASAP.

◆ Electronic Resources

Experts in software programs and digital plan review, our team is skilled in government permitting programs like Accela and also PDF editing software such as Bluebeam and Adobe. Our knowledge allows us to be flexible and able to adapt to any systems the City utilizes. The City can comfortably rely on VCA for any technological assistance as Bob Heinrich previously held the position of Director of Technology for ICBO/ICC with an understanding of technology across the United States. In the past, we assisted cities in the set-up and implementation of electronic plan review processes and helped municipal staff with training and best practices with software programs. Our relationship with software vendors gives cities options in technology without a large investment in time or finances. We are open to assisting the City in technological needs and migration.

◆ Staff Development and Training

Not only do we ensure our team members keep up to date on changing guidelines and code requirements, VCA also encourages employees to pursue continuing education and relevant certifications. With a passion for elevating individuals, VCA's leadership team has implemented staff development and training programs to facilitate personal growth for each employee. VCA's three pillars of development are:

1. Every employee collaborates with his or her direct supervisor in building a **Personal Development Plan (PDP)** catered to specific goals and used to engineer each individual's future. Progress on the PDP is discussed in 1:1 meetings between employees and supervisors. These meetings are formally tracked by the company to ensure each employee is given the same opportunities.
2. Through **Weekly Round Tables** hosted by VCA, we keep the team informed, share latest updates, educate on technical topics, and provide applicable training and consistency. Our goal is to maintain consistency between one plan check engineer to the next and uphold conformity to local practices as an extension of City staff.
3. VCA is able to stay on top of the industry and its fluctuations through **Outsourced Training**. We invite professionals and leaders in the industry to come speak at VCA's dedicated training room. Additionally, VCA covers costs to attend educational trainings and seminars such as CALBO.

Similar Contracts

The following table describes a sample of similar contracts VCA has held with other cities.

Jurisdiction / Contact	Dates of Service / Services Provided	Description of Projects
Arcadia <i>Kenneth Fields, CBO</i> (626) 574-5416	Ongoing since 2014 Plan Review	Hotels, SFD, MFD, room additions, remodels, commercial and industrial properties
Corona <i>Chris Milosevic, BO</i> (562) 570-7713	Ongoing since 2019 Plan Review, Inspection and Permit Staffing	SFD, MFD, ADUs, room additions, remodels, commercial and industrial properties, TI's, pools, photovoltaic
Costa Mesa <i>Ziad Doudar, BO</i> (714) 754-5604	Ongoing since 2017 Expedited Plan Review, Staffing for Inspection and Permit	SFD, MFD, mixed-use, commercial, TI's, additions, remodels, mall, inspections, pools, etc.
Garden Grove <i>David Dent, CBO</i> (714) 741-5307	Ongoing since 2021 Code Enforcement, Plan Review, Inspection, Permit, Staffing	SFD, MFD, ADUs, room additions, remodels, commercial and industrial properties, TI's, pools
Long Beach <i>David Khorram, BO</i> (562) 570-7713	Ongoing since 2018 Plan Review, Inspection, Permitting	SFD, MFD, mixed-use, commercial, TI's, additions, remodels, mall, inspections, pools, etc.
Manhattan Beach <i>Carrie Tai, CDD</i> (310) 802-5000	Ongoing since 2017 Plan Review, Inspection, Admin Staff, Planning	Commercial, industrial, TI's, hotels, residential, new, pools, additions, remodels, ADU's, reservoir
Newport Beach <i>Seimone Jurjis, CDD</i> (949) 644-3282	Ongoing since 2010 Plan Review, Building Inspection, Code Enforcement	SFD, MFD, Commercial, TI's, industrial, additions, remodels, inspections, pools, high-rise structural peer review, ADA, liquefaction & geotechnical reviews
Oceanside <i>David Gans, BO</i> (760) 435-3932	Ongoing since 2021 Plan Review and Permit Staffing	SFD, MFD, mixed-use, commercial, TI's, additions, remodels, mall, inspections, pools, etc.
San Marino <i>Isidro Figueroa, CDD</i> (626) 300-0710	Ongoing since 2015 Plan Review, Inspection, Counter, Fire Review/Inspection, CASp	SFD, MFD, ADU's, commercial & industrial, room additions, remodels, pools, library, City Hall renovation
West Hollywood <i>Ben Galan, BO</i> (323) 848-6475	Ongoing since 2014 Plan Review, Counter Services, Permitting, Inspection & CASp	SFD, MFD, mixed-use, hotels, condominiums, affordable housing, additions, remodels, commercial, industrial, solar, retrofits
Yorba Linda <i>Jim Sowers, BO</i> (714) 961-7125	Ongoing since 2018 Plan Review, Inspection, Admin, CASp Services	Public projects: New Library & Performing Arts Center, SFD, MFD, Additions, Remodels, ADU's, TI's, & Commercial

Community Involvement

VCA has been involved in and donated to numerous charity events and volunteer organizations such as:

- ◆ **Crisp Family Super Bowl Event** – Charity event for Veterans raising money for the 5th Marine Division Support Group of Dana Point
- ◆ **TCA Charity Golf Tournament** – Charity event raising money for Habitat for Humanity OC
- ◆ **Combat Golf Tournament** – Charity event raising money for Wounded Warriors, Fighting Fifth Marines, and Families at Camp Pendleton
- ◆ **Movember** – Annual event to raise awareness of men’s health and fund projects addressing prostate cancer, testicular cancer, and suicide prevention
- ◆ **Abode Communities** – Nonprofit providing affordable housing and promoting housing inclusion

Key Personnel

VCA is pleased to introduce the two Project Managers assigned to the City.



Bob Heinrich, CBO

President & Principal (Primary Contact)

As the former Building Official of the City of Anaheim and past CEO/COO of ICC and ICBO, Mr. Heinrich brings over 30 years of extensive industry and code knowledge. He brings a wealth of successful management experience, efficiency expertise, and resources for the City to utilize. Bob manages a team of in-house plan checkers organized to ensure accurate and complete plan review using City adopted Codes and Ordinances.

- ◆ ICC Certified Building Official
- ◆ Former CEO/COO of ICC and ICBO
- ◆ BS Civil Engineering



Rick Bergin

Director of Staffing (Key Contact)

With over 18 years of experience in recruiting, placement, and staff development, Mr. Bergin knows the ins and outs on how to find and manage talent all within a budget. He has developed strategic programs and initiatives and, in the past, filled 120+ positions in one year. With a collaborative approach, Mr. Bergin and the VCA recruiting team will ensure the City’s staffing needs are met.

- ◆ Former Director of Talent Acquisition
- ◆ Former Business Development & Branch Manager
- ◆ Former Director of Recruitment

The primary staff assigned to perform the services outlined in the RFP are listed on the next table. Note: should any alternate staff be needed, VCA has a steady pipeline of inspectors, permit technicians, plans examiners, code enforcement officers, etc. to serve the City.

Key Personnel

VCA Code | 1845 W. Orangewood Ave., #210, Orange, CA 92868 | 714.363.4700

Name	Classification/Title	Qualifications, Licenses, Certifications	Years Exp.
Hue Luu, PE	Director of Plan Check Services / Sr. Plan Check Engineer	<ul style="list-style-type: none"> Registered Civil Engineer C-66754 ICC Certified Plans Examiner. ICC-0863153 BS Architecture & Design, CSU Long Beach 	30
Samir Ghosn, PE	Deputy Director of Plan Check Services / Sr. Plan Check Engineer	<ul style="list-style-type: none"> Former CBO of Newport Beach ICC Certified Building Official, Plans Examiner, Residential Fire Sprinkler Inspector/Plans Examiner MS Civil Engineering, CSU Long Beach 	35
Daniel Kennedy, AIA	Sr. Plans Examiner / Architect / CASp / Inspector	<ul style="list-style-type: none"> Licensed Architect in the State of California, #C25762 Certified California Accessibility Specialist program DSA/AC #CASp-198 Safety Assessment Program CA Office Emergency Service #SAP50982 ICC Certified Building Official, Building Plans Examiner, Building Inspector, and Combination Single Family Inspector 	30
Suzanne Kusik, PE	Sr. Plan Check Engineer & OSHPD-3	<ul style="list-style-type: none"> Registered Civil Engineer C-61153 CBO – ICC 1015736 ICC Building Plans Exam. ICC-1015736-B3 BS Civil Engineering, CSU Long Beach 	25
Gary Hawken, CBO	CBO / Plans Examiner / Combination Inspector	<ul style="list-style-type: none"> ICBO/BOCA Certified Building Official ICC Certified Building Code Official ICC/AACE Code Enforcement Administrator CA Building Plans Examiner CA Combination Inspector 	30
Jonathan Gulliver, AIA	Plans Examiner / Architect	<ul style="list-style-type: none"> AIA Licensed Architect C-20658 NCARB Certification 48958 LEED AP Accredited BA Architecture, Cal Poly Pomona 	25
Nasrin Sesar	Plans Examiner	<ul style="list-style-type: none"> ICC Certification: 8261522 Building Plans Examiner CALGreen Inspector/Plans Examiner 	30
Shawn Dalipe	Plans Examiner	<ul style="list-style-type: none"> ICC Certified Plans Examiner 8959728 E.I.T. 15-498-61 BS Civil Engineering, UC Irvine 	7

Name	Classification/Title	Qualifications, Licenses, Certifications	Years Exp.
Jack Kuwitzky	Building Inspector & Plans Examiner, Disaster Assistance	<ul style="list-style-type: none"> ICC: Residential, light Commercial and Industrial, MEPs, TI's, and plan review CA DSW Coordinator-ICC 81965402 Historical building inspection 	10
Robert Salgado	Fire & Building Inspector / Sr. Plans Examiner	<ul style="list-style-type: none"> Bachelor of Science, Columbia Southern University, Fire Science Fire Inspection Academy, Crafton Hills College Fire Safety Engineering Certificate, University of Greenwich ICC Certified Fire Plans Examiner, Fire Inspector I & II - 1097292 	20
Moises Eskenazi	Fire & Building Inspector / Sr. Plans Examiner	<ul style="list-style-type: none"> ICC Fire Inspector, Plans Examiner - 842211 AA Construction Technology, Pasadena City College 	25
Steven Hartmeyer	Combination Building Inspector	<ul style="list-style-type: none"> ICC Combination Residential Building Inspector (B1, M1, E1, P1) Plan review for residential, commercial, solar PV, and EV charging stations Lead Inspector for commercial, residential, institutional construction projects 	20
Mikel Del Rio	Combination Building Inspector	<ul style="list-style-type: none"> ICC Inspector – Building, Mechanical, Plumbing Certified Disaster Service Worker 	10
Ruben Soriano	Code Enforcement Officer	<ul style="list-style-type: none"> PC 832 Fluent in Spanish 	20
Donna Ducharm-Greek	Permit Technician	<ul style="list-style-type: none"> ICC Certified Permit Technician 8750096 	7
Kathy Mahboubian	Permit Technician	<ul style="list-style-type: none"> ICC Certified Permit Technician 8004785 	12

Resumes for proposed Project Directors follow on the next page. Additional resumes and certifications can be found in [Appendix A](#).



Bob Heinrich | President/Principal/Building Official/Project Director

Years of Experience: 30+ (5 as Building Official); E: BHeinrich@vcacode.com, P: (714) 363-4700

Experience

VCA Code | President/CBO – 2018 to present

- Responsible for the successful management and operations of VCA's plan review services. Hire, mentor, guide and provide technical oversight for a diverse team of plan checkers.
- Ensures building code evaluation and plan checking services for various municipal building departments within Southern California.

HR Green | Western Regional Business Partner

City of Anaheim | Building Official - 5 years

- Filling the role of full time Building Official and Division manager at the City of Anaheim. Brought leadership and new direction to the Building Division and staff. Greatly increased morale and customer focus in the Division.
- Proposed and achieved community and industry support for a customer service enhancement to staffing (employee and consulting) through an increase in fees. Written support from the Building Industry Association and builder members that allowed for increased levels of customer service embraced by the Anaheim Building Division clients and stakeholders. Also reduced plan review costs within one fiscal year by over \$100,000 while maintaining over 90% percent achievement of turnaround goals

ICC/ICBO | CEO/COO

- Created a \$55+million company with over 365 staff and over 55,000 members through market and product growth and by merging three competing organizations with seven subsidiaries into a single entity and into the nation's largest organization.
- Developed plans to set up the company for most effective and successful merge into ICC.
- Concurrently (Jan.2002) held position of Chief Operations Officer for International Code Council and was lead in managing the consolidation process.

Relevant Project Experience

- Former Building Official for City of Anaheim
- Held the positions of Chairman of the Board of the ICC Evaluation Services, Inc. and the ICC Foundation.
- Former CEO of International Code Council (ICC & ICBO)
- Various positions with International Conference of Building Officials (ICBO)
- Directly responsible for the adoption of applicable building codes
- Practice Lead for the West operations for the Governmental Services Business Line

Education & Certifications

- Bachelor of Science, California State University Civil Engineering
- P.E. (not active)
- ICC Certified Building Official

Key Personnel

VCA Code | 1845 W. Orangewood Ave., #210, Orange, CA 92668 | 714.363.4700



INTERNATIONAL CODE COUNCIL

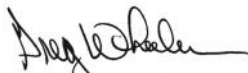
BOB HEINRICH

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Certified Building Official

Given this day April 21, 2014

Certificate No. 8226143



Greg Wheeler, CBO
President, Board of Directors



Dominic Sims, CBO
Chief Executive Officer



**Rick Bergin | Director of Staffing/Project Director**

Years of Experience: 18+; E: RBergin@vcacode.com, P: (714) 363-4700

Experience**VCA Code | Director of Staffing**

Manages VCA Code Staffing Solutions. Recruits, places, and manages contract personnel working for multiple jurisdictions and for various functions including:

- ICC Certified Building Inspectors
- ICC Certified Permit Technicians
- ICC Certified Plan Checkers
- Code Enforcement Officers
- AICP Planners
- ICC Certified Building Officials
- Public Works Engineers
- City Engineers

Proven skills in talent acquisition, staff development, and contract staff management. Effective in building strong relationships by listening and delivering results. Historic track record of success by utilizing a collaborative approach to ensure visions are met and organizations are equipped with the necessary talent to meet objectives. Maintains a steady pipeline of professionals for timely placement with municipalities.

Relevant Project Experience

- Started a Planning and Design department for a construction company which required 15+ new team members. Staff needs included utility Planners, Drafting Designers, Planning Designers and all levels. Partnered with local colleges for the junior level positions and created a strategy which included direct sourcing, networking with current employees and associations, and advertising. Positions were filled in a short period of time.
- Implemented a proactive and innovative Talent Acquisition program
- Managed recruitment process, accomplishing high volume goals
- Reconfigured underutilized applicant tracking system
- Developed strategic approaches to recruiting, increasing rates of acquisition and retention

Expertise

- Department Management
- Recruiting Process Development
- Behavioral Interview Design
- Domestic and International Recruiting
- Superior Execution within Budget

Key Personnel

VCA Code | 1845 W. Orangewood Ave., #210, Orange, CA 92868 | 714.363.4700



Cost Proposal (Separately Attached)

The Cost Proposal is attached separately and is valid for 180 days following submission of this proposal.

Financial Capacity

VCA is financially stable, and we have always met our financial obligations on time. A copy of our latest financial statement is available for review upon request. We have never been required to make a payment due to a claim against the firm. There is no pending litigation.

Disclosure

VCA Code's president, Bob Heinrich, previously worked with Ziad Doudar, Building Official of Costa Mesa.

Sample Professional Services Agreement

VCA finds no exceptions to the sample Agreement.

Checklist of Forms to Accompany Proposal

Included in Appendix B are the following forms:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution
7. Cost Proposal (Separately Attached)

Appendix A: Resumes & Certifications

Hue Luu, P.E. | Director of Plan Check Services/Sr. Plan Check Engineer

Years of Experience: 30+; E: HLuu@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Director of Plan Check Services

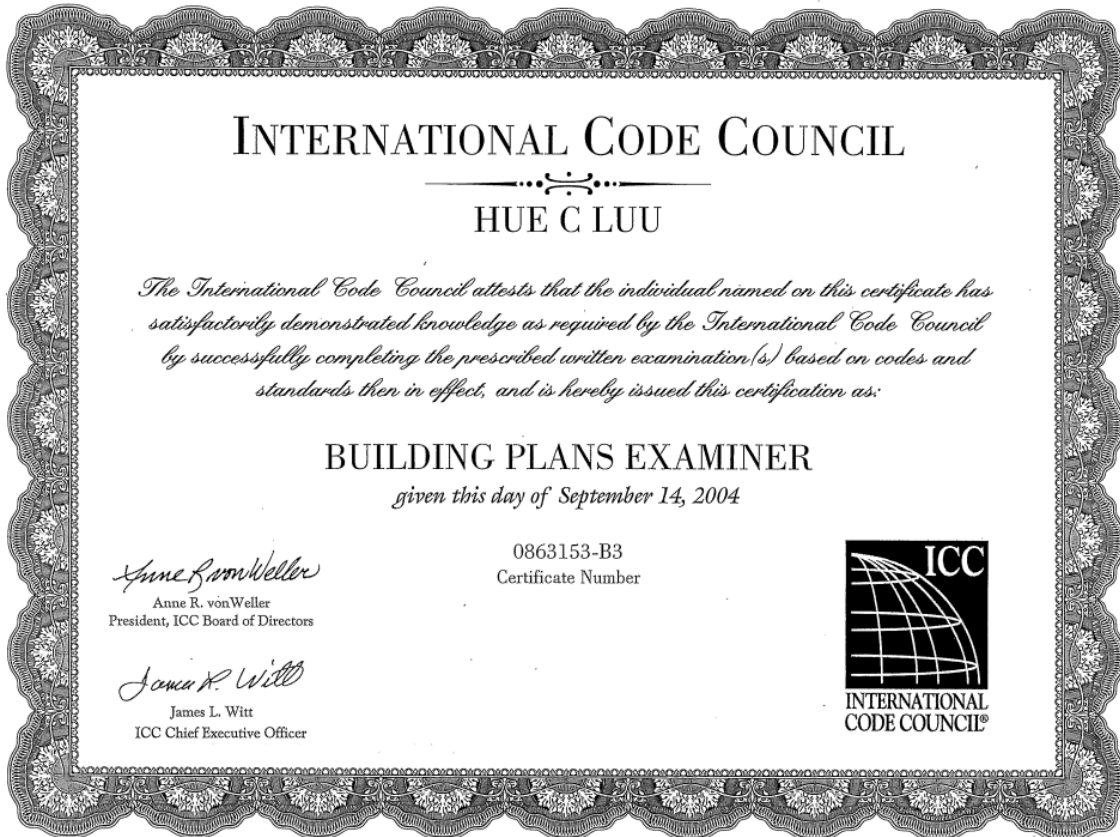
- Oversees quality control and plan check corrections. Verifies plan checkers are identifying deficiencies on plans and corrections needed for approval.
- Performs design calculations, supervises structural drawings for structures including residential, commercial, and industrial buildings, TI's, additions and remodels
- Expert in architectural, structural, mechanical, electrical, plumbing, egress, energy, green, soils, grading, civil, and accessibility plan checking.
- Expert on design reinforced concrete masonry, steel, wood frame, and tilt-up construction
- Extensive experience in the Plan Checking on parking structures, post tension slab and seismic upgrade and retrofit buildings to conform to current regulations of Division 88 Uniform Building Code
- Experience also includes non-structural plan check and design on tenant improvement work on type A and B occupancies
- Prior experience includes designing metal buildings and service stations for Shell Oil, Unocal, and Thrifty Oil

Relevant Project Experience

- Over 18 years' experience as a Plan Check Engineer & Structural Designer
- Over 15 years' experience in Construction Management and Inspection
- Extensive knowledge of the California, Electrical, Mechanical, and Plumbing Codes including the fire and life safety portions, Title 24, Energy Conservation Standards and CALGreen

Education & Certifications

- Bachelor of Science, California State University Long Beach – *Architecture Technology & Design*
- Registered Professional Civil Engineer – California C-66454
- ICC Certified Building Plans Examiner – 08631353-B3
- State of California Safety Assessment Program – Certified for the Governor's Office of Emergency Services
- General Contractor – (B-592775)





**Samir Ghosn, P.E. | Deputy Director of Plan Check/Chief Building Official/
Sr. Plan Check Engineer**

Years of Experience: 35+; E: SGhosn@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Deputy Director of Plan Check

- Supervises plan check corrections, verifying accuracy for approval.
- Identifies opportunities for education and training of staff on code compliance.
- Expert in commercial, industrial, residential, multifamily, hotels, assembly buildings, site structures, shoring, signs, communication towers, solar permitting, and pools.

City of Newport Beach | Deputy CDD/Chief BO – 5 years

- Responsible for the Building Division Operation and Code Enforcement team.
- Managed the operation of the public counter ensuring excellent customer service. Set goals to maintain 80% plan review and 100% of daily inspections.
- Performed in house training for building inspectors, interns, and plan check engineers improving their knowledge and understanding, achieving consistency.

City of Newport Beach | Principal Civil Engineer/Plan Check Supervisor - 6 years

- Supervised a team of engineers and counter plan review. Seeing a construction activity of over \$860 million dollars in construction valuation.
- Managed and trained plancheck team in technical issues relating to code compliance, structural engineering, and review of geotechnical reports.
- Met with members of the public to facilitate code compliance by providing guidance on matters related to accessibility, energy, fire rated assemblies & safety, code compliance, structural design and related municipal code regulations.

Relevant Project Experience

- Former Building Official for City of Newport Beach
- Managed the FEMA study for the Flood Insurance Rate Map removing several properties from the FEMA preliminary flood mapping utilizing scientific studies.
- Organized educational seminars to educate the public, contractors, design professionals and city staff on accessibility, structural design, proprietary structural systems, fire assemblies, seismic zone's foundation, and Title 24 energy.

Education & Certifications

- Master of Science, California State University of Long Beach, Civil Engineering
- Bachelor of Science, California State University of Northridge, Civil Engineering
- Certificate Program in Leadership Development, California State University of Laguna Beach
- ICC Certified Building Official, Plans Examiner, Residential Fire Sprinkler Inspector/Plans Examiner
- Registered Civil Engineer in California, Nevada, and Colorado



Verified Candidate


AAA



Customer Name:	Account Number:
Samir Ghosn	8137310

Certifications:

Initial Certification	Current Expiration	Certificate Name
08/09/2017	09/01/2023	Certified Building Official
04/09/2013	09/15/2024	Residential Fire Sprinkler Inspector/Plans Examiner
07/03/2012	09/15/2024	Building Plans Examiner

 BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	ISSUANCE DATE AUGUST 21, 1987 EXPIRATION DATE MARCH 31, 2024 CURRENT DATE / TIME MARCH 30, 2022 2:14:47 PM
LICENSING DETAILS FOR: 42152	
NAME: GHOSN, SAMIR Y LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR 	ADDRESS 

Appendix A: Resumes & Certifications



Daniel Kennedy, A.I.A. | Senior Plans Examiner/CBO/Architect/CASp

Years of Experience: 30+; E: DKennedy@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Senior Plans Examiner

- Review plans for compliance with California State: Building, plumbing, mechanical, electrical, energy and accessibility codes.
- Answer questions from engineers, architects, contractors, property owners and developers regarding code requirements and provide code interpretation.
- Expert in architectural, plumbing, mechanical, electrical energy, CalGreen, and structural review.

City of Newport Beach | Principal Civil Engineer – 13 years

- Acted in the capacity of Building Official during the Deputy Community Development Director/Chief Building Official's absence.
- Provided direct supervision to staff assigned to plan check and permit processing services. mentored, and evaluated employees work to correct deficiencies.
- Issued skilled engineering knowledge for residential, multi-unit, commercial and industrial buildings plan checks, ensuring compliance the California Building Code.
- Performed field inspections with special structural issues, unusual construction techniques, or new construction materials and provided technical information to Building Inspectors.
- Reviewed requests for modifications and appeals to the Building Code. Assisted in recommending/drafting building regulation changes.

City of Yorba Linda | Acting Building Official - 2 years

- Supervised Plan Check Consultants and in-house Plan checkers, two Permit Technicians, a Senior Office Assistant, and a Clerk Typist II.
- Created consistency with staff, public information, plan check and inspection.
- Wrote and coordinated city code adoptions and ordinances.

Professional Affiliations

- Past President of the International Code Council- Orange Empire Chapter 2015

Education & Certifications

- Bachelor of Architecture, California State Polytechnic University
- Associate of Science, Laguna Beach College, Engineering
- Associate of Art, Laguna Beach College, Architecture
- Licensed Architect in the State of California, #C25762
- Certified California Accessibility Specialist program DSA/AC #CASp-198
- Safety Assessment Program CA Office Emergency Service #SAP50982
- ICC Certified Building Official, Building Plans Examiner, Building Inspector, and Combination Single Family Inspector



CALIFORNIA ARCHITECTS BOARD

LICENSING DETAILS FOR: C 25762

NAME: KENNEDY, DANIEL J
LICENSE TYPE: ARCHITECT
LICENSE STATUS: CURRENT

ADDRESS
[REDACTED]
ORANGE COUNTY
[MAP](#)

ISSUANCE DATE

JUNE 9, 1995

EXPIRATION DATE

JUNE 30, 2023

CURRENT DATE / TIME

MARCH 28, 2022
12:16:01 PM





Suzanne Kusik, P.E. / CBO | Sr. Plan Check Engineer

Years of Experience: 25+ / 13 as Plan Check Engineer; E: info@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Sr. Plan Check Engineer

Multiple Cities | Sr. Plan Check Engineer

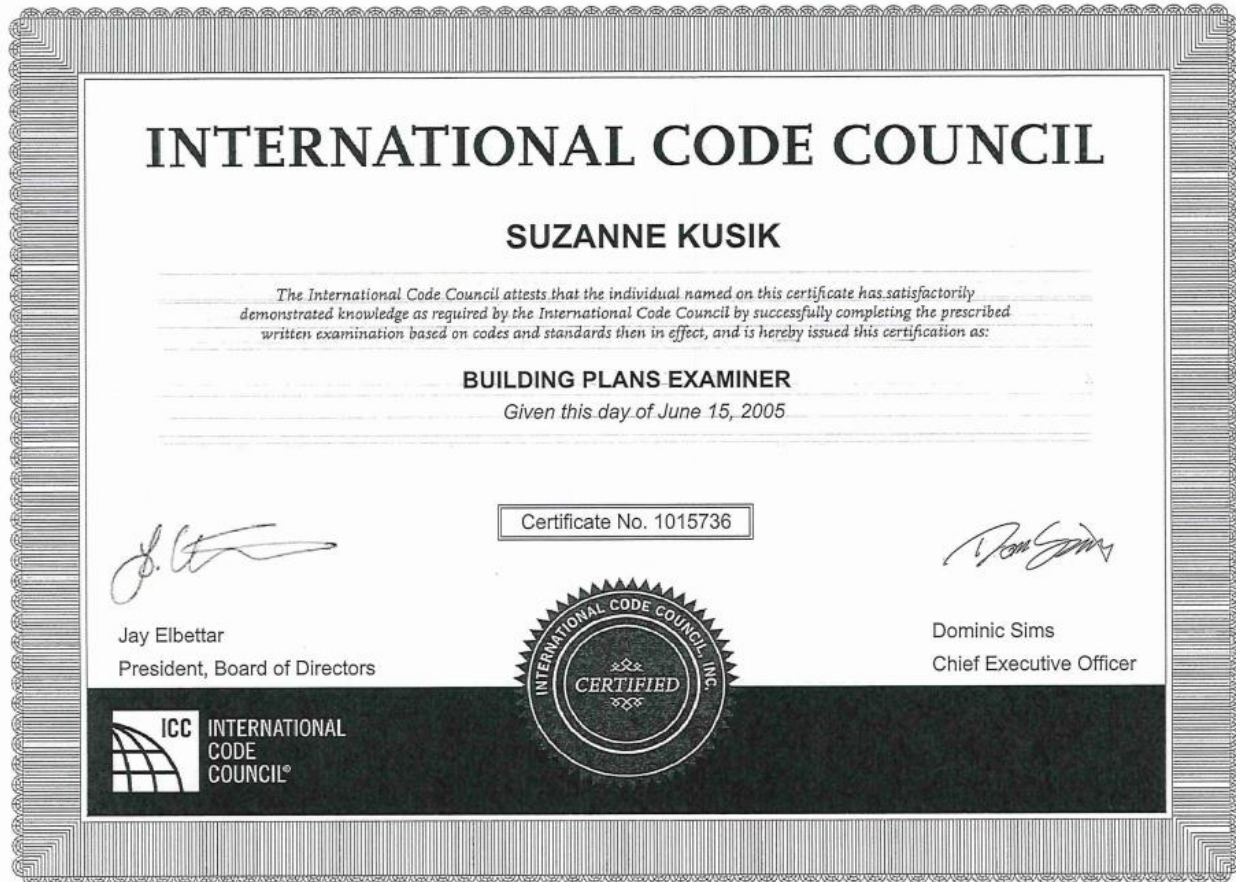
- Recognized code expert by engineers, planners, inspectors, and other city staff members.
- Highly experienced and ability to analyze, interpret, and check complex plans, specifications, and calculations for compliance with engineering principles, codes, and regulations
- Thorough knowledge of California Building Standards Code, International Building Code, and Disable Accessibility requirements
- Perform comprehensive architectural and structural plan review for complex residential, commercial, and industrial projects to ensure that plans meet the requirements of building codes, State and Federal laws, and City/County regulations; makes corrections of deficiencies as required
- Review structural calculations, engineering design methods, geotechnical reports, shop drawings, alternate materials use, and method of construction for accessibility per Code compliances.
- Provides technical assistance to engineers, architects, contractors, other City/County personnel, and the public; interpret and explain requirements and restrictions relative to building codes, ordinances, regulations, policies, and procedures
- Assists in researching and developing code changes or procedural changes to enhance customer services and permits related
- Served as liaison with other departments, organizations, agencies and the public in answering questions, explaining technical problems, and resolving complaints.

Relevant Project Experience

- California Licensed Professional Engineer C-61153
- CBO – ICC 1015736
- ICC Certified for Building Plans Examiner 1015736-B3
- Plan review for multiple cities including: Long Beach, Manhattan Beach, Newport Beach, City of Los Angeles, and Huntington Beach
- Supervisor for Plan Review Engineers and permit processing staff
- Over-the-Counter Plan Check and assistance

Education & Certifications

- BS Civil Engineering, California State University, Long Beach
- California Licensed Professional Engineer C-61153
- ICC Certified Plan Examiner
- Safety Assessment Program Evaluator (SAP) – State of CA SAPCA60512



Remove your new Pocket Certificate from the receipt portion and carry it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists
2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2944
916 999-3600

1/05/21
1/05/21

CUT HERE

CUT HERE

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
(916) 999-3600 Toll Free: (866) 780-5370
www.bpelsg.ca.gov

CIVIL ENGINEER

CERTIFICATE NO. C 61153

SUZANNE ATHENA KUSIK
1845 W ORANGEWOOD AVE STE 210
ORANGE CA 92868

EXPIRATION 03/31/23

IMPORTANT

1. Please include your Certificate Number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss of this Certificate immediately in writing to the Board.
4. Please sign and carry the Pocket Certificate with you.
5. Please laminate your Certificate to avoid deterioration.

SUZANNE ATHENA KUSIK

Signature _____

RECEIPT NO. 10642009

CERTIFICATE NO. C 61153

EXPIRATION DATE 03/31/23

RECEIPT NO. 10642009

This is your receipt. Please save for your records.

PPRC 10/08/20

Gary Hawken | CBO/Plans Examiner/Building Inspector

Experience: 30 years+; E: info@vcacode.com, P: (714) 363-4700

VCA Code | Building Official/Plans Examiner/Building Inspector for multiple cities:

- Plan checking structural, mechanical, electrical, plumbing, and accessibility aspects of residential and commercial construction projects to ensure compliance with California codes
- Obtain ISO (Insurance Service Office) ratings of 2 for 18+ California cities and secure an ISO rating
- Responsible for the contract on all public works, building and safety code enforcement, and water quality throughout the city
- Train and manage a team of 2 building inspectors, 2 permit technicians, 1 code enforcement person, 2 public works inspectors and 2 water quality engineers
- Review all building plans and issue permits as appropriate
- Supervise structural and MEP inspections of buildings' mechanical, electrical and plumbing systems
- Inspect the accessibility of any buildings under construction
- Ensure all construction complies with California codes
- Investigate any complaints of code violation
- Advise contractors, property owners, architects, designers, engineers, and members of the general public on the proper use of materials and building methods to comply with CA code
- Organize enforcement activities with other agencies; assist with processing abatement orders
- Implement new building and safety procedures for concrete strength and transitioned from the required Class C roof to Class A fire rated roofing material
- Perform plan check and inspection services to ensure all plans and construction met codes. Incorporated a thorough, working knowledge of all phases of the permit/inspection process, including counter interface, permit issuance processing, and building inspection
- Incorporate highly developed troubleshooting expertise, with the ability to identify root causes of problems and recommend effective methods of correction
- Utilize strong communications to build and maintain superior relationships with contractors, developers, engineers, architects and homeowners
- Possess strong leadership attributes and staff training abilities which produce a positive and cohesive department with great customer service

Education & Certifications

- ICBO/BOCA Certified Building Official
- ICC Certified Building Code Official
- ICC/AACE Code Enforcement Administrator
- CA Building Plans Examiner
- CA Combination Inspector
- CA Commercial Building Inspector, and MEP Inspection certifications
- CA Residential Building Inspector, and MEP Inspection certifications
- Cal OES Certified Coordinator, Cal OES Safety Assessment Inspector
- ATC-20 Certified, Certified in First Aid, CPR and AED with the American Heart Association
- Code Enforcement PC 832 Powers of Arrest/Citation, Combination Inspector
- Federal Communications - Licensed as an amateur radio operator, used in disasters for communications
- FEMA Emergency Management Studies

Verified Candidate



Search Again

AAA

Customer Name:	Account Number:
Gary Hawken	262840

Certifications:

Initial Certification	Current Expiration	Certificate Name
12/28/2012	05/10/2025	California Combination Inspector
05/09/2013	05/10/2025	Residential Mechanical Inspector
09/13/2007	05/10/2025	Building Code Official
09/13/2007	05/10/2025	Electrical Inspector
09/13/2007	05/10/2025	Building Plans Examiner
03/24/2016	05/10/2025	Commercial Combination Inspector
09/13/2007	05/10/2025	Combination Inspector - Legacy
09/05/2005	05/10/2025	ICC/AACE Code Enforcement Administrator
05/09/2013	05/10/2025	Commercial Building Inspector
12/28/2012	05/10/2025	California Residential Electrical Inspector
12/28/2012	05/10/2025	California Commercial Mechanical Inspector
09/13/2007	05/10/2025	Plumbing Inspector UPC
05/09/2013	05/10/2025	Residential Electrical Inspector
03/24/2016	05/10/2025	Residential Combination Inspector
05/09/2013	05/10/2025	Residential Plumbing Inspector
09/13/2007	05/10/2025	Building Inspector
09/13/2007	05/10/2025	Mechanical Inspector UMC
05/09/2013	05/10/2025	Residential Building Inspector
05/09/2013	05/10/2025	Commercial Plumbing Inspector
12/28/2012	05/10/2025	California Residential Mechanical Inspector
05/09/2013	05/10/2025	Commercial Electrical Inspector
12/28/2012	05/10/2025	California Commercial Plumbing Inspector
12/28/2012	05/10/2025	California Commercial Electrical Inspector
09/13/2007	05/10/2025	Plumbing Inspector
12/28/2012	05/10/2025	California Building Plans Examiner
12/28/2012	05/10/2025	California Residential Plumbing Inspector
05/09/2013	05/10/2025	Commercial Mechanical Inspector
09/13/2007	05/10/2025	Mechanical Inspector
05/09/2013	05/10/2025	ICC / AACE Property Maintenance and Housing Inspector
12/28/2012	05/10/2025	California Commercial Building Inspector
09/13/2007	05/10/2025	Combination Inspector
12/28/2012	05/10/2025	California Residential Building Inspector
09/13/2007	05/10/2025	Certified Building Official
05/11/2018	05/10/2025	Building Code Specialist
06/23/2018	05/10/2025	California Commercial Combination Inspector
06/24/2018	05/10/2025	California Residential Combination Inspector

Appendix A: Resumes & Certifications



Jonathan Gulliver | Plans Examiner

Years of Experience: 25 years; E: JGulliver@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Plans Examiner – Multiple Cities

- **MFD Five-Story Mixed Use Building**
- **New Single Family Dwelling**
- **Commercial Building**
- **Four-Unit Apartment with sub-garage**
- **New Single Family Dwelling (steel studs)**
- 25 years of experience in the architectural field, has worked on a number projects i.e. commercial, residential, schools and medical centers
- Architectural services included large scale retail centers, domestic and abroad, with features such as open promenade malls, courtyards, restaurants, theaters, offices and support spaces ranging from 300,000 to 500,000 square feet in gross building area
- Directed and coordinated A/E project teams from design development through construction in the USA, as well as Qatar, Saudi Arabia and India.
- Construction and Design Management – Excellent PM/Architect experience
- Design and Production – Senior Project Architect of Retail, Restaurant, Theme Park, Commercial, Institutional, High Security, Industrial and Residential projects;
- Effective liaison between owner/contractor and consultants; Coordination of consultants. Coordinator of Planning/Building Department issues for code compliance
- Design - Design development coordination of Schools, Restaurants, Theme Parks, Commercial, Institutional, High Security, Industrial, Multi-family and Detached Residential projects

Notable Projects

- Premium Outlets - Simon, Salem Springs Retail
- Center, Washtenaw County, Michigan, USA
- Premium Outlets - Simon, Clarksburg Retail Center, Montgomery County, Maryland, USA
- Premium Outlets - Simon, Phoenix Premium Outlets, Phoenix, Arizona, USA
- Alberta Development Partners, Simi Valley Town Center, Simi Valley CA, USA
- Nanjing East Outlets, Nanjing, Jiangsu Province, China


Education & Certifications

- Bachelor of Arts in Architecture, Cal Poly Pomona
- CA Licensed Architect #C-20658
- NCARB Certification (48958)

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

LICENSE NO. C 20658
RECEIPT NO. 00067960

JONATHAN EDWARD GULLIVER
[REDACTED]
ORANGE CA 92868


ARCHITECT

CALIFORNIA ARCHITECTS BOARD
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 574-7220

VALID UNTIL MAY 31, 2023

In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

02/21
02/21

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

This license renewal receipt may be carried with you.

CUT HERE

California Architects Board
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 574-7220

California Architects Board
2420 Del Paso Road, Suite 105
Sacramento, CA 95834
916 574-7220

IMPORTANT

- Please include your License Number on any correspondence to this office.
- Notify the Board of any name or address change in writing.
- This is a receipt of your License renewal payment and is not your official license.
- You may sign and carry this receipt with you as proof of your License renewal payment.

JONATHAN EDWARD GULLIVER

Architect License Renewal Receipt

LICENSE NO. C 20658 EXPIRATION 05/31/23

JONATHAN EDWARD GULLIVER
[REDACTED]
ORANGE CA 92868

Signature _____

RECEIPT NO. 00067960

LICENSE NO. C 20658 EXPIRATION DATE 05/31/23 RECEIPT NO. 00067960

PAEBR 10/21

Nasrin Sesar | Plan Check Engineer

Years of Experience: 30+ years; E: NSesar@vcacode.com, P: (714) 363-4700

Experience**VCA Code | Building Plans Examiner**

- ICC Certified 2012 IBC code Plan Examiner, Compliance review skills, Recent working knowledge of IBC, IRC, UMC, UPC, NEC, CBC, ACI, Fire Code , and ADA accessibility
- OSHPD experience and OSHA certified
- Project design and management skills, PMP Certified, Experienced project/program manager
- Skilled planner/designer
- Estimation experience
- Certified Construction Inspection Professional
- Certified Lean Six Sigma Black Belt process improvement professional
- Design to build projects
- Construction experience
- 10+ years of experience in concrete and metal structures, up to date California Code, Green Building
- Experienced in preparing working drawings and submittal process
- Excellent communicator, multilingual
- Successful GIS project plan and analysis expertise
- Registered architect experience for 10+ year
- Microsoft office and Advanced Excel
- Microsoft Project expertise, Enterprise server version live with scheduling experienced

Education & Certifications

- Master's Degree, Architecture, 1993 IUST, University of Science & Technology
- Master's Degree, Urban Planning, 2001 UT, University of Tehran, 2001
- PMP, PMO establishment courses 2013
- Construction Inspection Certification, 2016
- Urban Management Certification
- Associate Degree, Mathematics

Skills and Attributes:

- Counter services for multiple cities
- Excellent code knowledge
- LEED knowledge
- Detail oriented, Problem solver with an analytical mind



THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Nasrin Sesar

IS ADMITTED TO INTERNATIONAL ASSOCIATE MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED AUGUST 28, 2007


SECRETARY



Shawn Dalipe, E.I.T. | Plans Examiner

Years of Experience: 7 years; E: SDalipe@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Building Plans Examiner – Multiple Cities

- Plan check residential and commercial plans for code compliance in addition to municipal requirements
- Provide over the counter plan check services for multiple cities.
- Conduct electronic plan review for the County of Los Angeles, Arcadia, Corona and West Hollywood
- Coordinated meetings with designers, engineers, contractors and municipal district staff as a consultant in the plan review process and provide plan review with varying municipalities including: Dana Point, Corona, Arroyo Grande, Yorba Linda, Arcadia, Monterey Park, Los Angeles County, Laguna Beach, Buena Park and Manhattan Beach.

LJP Construction Services – Project Engineer

- Assisted with on-site waterproofing observations and consultation provided waterproofing and acoustic recommendations on plans, details, and specifications for clients' projects. All plan reviews strive for LJP Construction Services waterproofing and acoustic standards or better.
- Completed over 70 client projects including single-family detached, multi-family attached, and Type I waterproofing and acoustic plan reviews, existing conditions documentations, RFIs, and submittals.
- Assisted Project Manager with managing the distribution and completion of over 150 projects to the Pre-Construction Team.
- Communicated with clients to ensure that all team members had the necessary documents and information to complete their projects.
- Created and managed spreadsheets that provide information regarding all current and completed projects, employee efficiency, and project budgets, schedule, and distribution.
- Created and managed the current Standard Operating Procedures Manual for the Pre-Construction Team

Education & Certifications

- University of California Irvine – B.S. in Civil Engineering with an emphasis in Structural Engineering
- ICC Certified Building Plans Examiner
- State of California Certified EIT
- FE Civil License
- OSHA 10 Certified



Appendix A: Resumes & Certifications

VCA Code | 1845 W. Orangewood Ave., #210, Orange, CA 92868 | 714.363.4700



Jack Kuwitzky | Combination Building Inspector & Plans Examiner

Years of Experience: 10 years; E: JKuwitzky@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Combination Building Inspector – Multiple Cities

- Perform inspections for buildings, plumbing, mechanical, electrical, concrete, framing, roofing, and structural steel inspections.
- Structures included new and tenant improvements on Type I, and IIB Commercial, and Residential Multi-Family construction, and Type V Single Family.
- Pre-grade through Final for: New dwellings, remodels, additions, upgrades and repairs of residential properties.
- Point of contact for complaint's and diagnosing communication issues at the public counter and jobsite.
- Part-time plan review at city counters
- Plan Review of residential additions, remodels and solar installation.
- MEP reviews
- Commercial and Residential Inspections, including reviewing plans, for various types of structures.
- Plan Check of Solar installation and residential remodels – primarily single story.
- Perform all related combination inspections on residential construction.
- Perform all related inspections on Types I, IIB and steel structures on new commercial construction including tenant improvements.

Education & Certifications

- ICC Residential Inspector
- ICC Combination Dwelling Inspector
- ICC Plans Examiner
- Certificates of Achievement:
- Combination Building Inspector: TI's, patrician walls, sprinklers, & ADA
- Combination Residential Inspector
- Code Professional
- Permit Technician

Skills and Attributes:

- Great with applicants - friendly and outgoing
- Handles conflict very well
- Excellent code knowledge





Robert Salgado, FPE | Fire Plan Checker

Years of Experience: 30+; E: RSalgado@vcacode.com, P: (714) 363-4700

Experience

VCA Code

- Verifies the design, construction, and layout of fire protection systems: Underground water supply mains and hydrant distribution systems, fire sprinkler systems, standpipes, fire pumps for multi-story buildings, fire alarm and detection systems, smoke control systems, commercial cooking suppression systems, and special hazard systems (FM-200)
- Applies knowledge of building construction, engineering principles, design methodologies, and fire protection equipment and systems to determine compliance with the applicable State Building and Fire codes – Title 24, CCR, State Fire Marshal Regulations – Title 19, and National Standards, and local Ordinances
- Reviews drawings and issues approvals for the construction of new buildings, alterations, modernizations, renovations, and tenant improvements, including changes to the design and installation of fire protection systems and equipment
- Conducts inspections and reviews construction plans to ensure compliance with International Building and Fire Codes, with California Amendments - Title 24, CCR, and NFPA Standards
- Liaise with local building and fire authorities to determine design approval and project specific requirements, in accordance with performance-based design criteria
- Prepares written reports and drafts fire strategies to achieve fire safety goals and to ensure compliance with the provisions of ADB and performance-based engineering principles.

Relevant Project Experience

- Fire/Life Safety Technician – *College Instructor* for WBFAA UATC Statewide Fire Alarm Apprenticeship Training Program, San Diego, CA
- Fire Alarm Inspection and Testing – *Instructor* for Associated Builders and Contractors (ABC) State approved Fire/Life Safety and Electrical Apprenticeship Training Program, Anaheim and Poway, CA
- Fire Alarm Inspection and Testing – *Instructor* for the Division of the State Architect (DSA), Statewide Public Schools Building Inspector program

Education & Certifications

- Bachelor of Science, Columbia Southern University, Fire Science
- Fire Inspection Academy, Crafton Hills College
- Fire Safety Engineering Certificate, University of Greenwich
- ICC Certified Fire Plans Examiner, Fire Inspector I & II, Building Inspector



Verified Candidate

AAA



Search Again

Customer Name:	Account Number:
Robert Salgado	1097292

Certifications:

Initial Certification	Current Expiration	Certificate Name
03/26/2007	01/25/2025	Fire Inspector I
03/26/2007	01/25/2025	Building Inspector
03/26/2007	01/25/2025	Fire Inspector II
04/23/2013	01/25/2025	Fire Plans Examiner
03/04/2022	09/04/2023	Legal
03/05/2022	09/05/2023	Management Module

Appendix A: Resumes & Certifications



Moises Eskenazi | Fire and Building Inspector & Plans Examiner

Years of Experience: 25+; E: info@vcacode.com, P: (714) 363-4700

Experience

Multiple Cities: VCA Contract Fire/Building Inspector – 6 years

- Inspect residential and commercial structures during all phases of construction for Building and Fire Code Compliance
- Assist the Building and Planning Department Director and department staff in building code provisions also, provides interpretations of code provisions.
- Respond to homeowners, contractors and architects phone inquiries.

City of Rancho Cucamonga /Senior Plans Examiner

- Community Development assignments including management of the building and fire plan check process.
- Participate in the entitlement of new development to enforce building and fire regulations.
- Establish project standard conditions to facilitate project success and allow applicants to navigate state and local regulations applicable to the project.
- Guide projects from inception, through plan check and permit issuance.
- Confer and advise the building official on plan check, inspection, budget, personnel, contract services and customer service issues.
- Create Tragedies to improve public perception of the department and city. Think outside the box and always maintain legal and ethical standards expected of public service.
- Provide customer service at a supervisory level especially in difficult situations with tact, prudence and professionalism.

Certifications & Education

- | | |
|------------------------------------|---|
| • Commercial Electrical Inspector | • Pasadena City College – Associates in Arts, Construction Technology |
| • Mechanical Inspector | • Pasadena City College – Building Inspector Certification |
| • Certified Building Official | • UC Riverside – Construction Management Certification |
| • Fire Plans | |
| • Building Plans Examiner | |
| • Commercial Combination Inspector | |
| • Mechanical Inspector UMC | |
| • Residential Electrical Inspector | |
| • Fire Inspector I | |
| • Fire Inspector | |
| • Plumbing Inspector | |
| • Building | |
| • Combination Inspector | |
| • Electrical Inspector | |
| • Building Code Specialist | |
| • Fire Code | |

Appendix A: Resumes & Certifications



Search Again

Customer Name:	Account Number:
Moises Eskenazi	842211

Certifications:

Initial Certification	Current Expiration	Certificate Name
03/22/2011	06/07/2024	Commercial Electrical Inspector
03/17/2005	06/07/2024	Mechanical Inspector
05/10/2011	10/30/2024	Certified Building Official
06/30/2009	06/07/2024	Fire Plans Examiner
06/11/2006	06/07/2024	Building Plans Examiner
05/10/2011	06/07/2024	Commercial Combination Inspector
03/17/2005	06/07/2024	Mechanical Inspector UMC
12/29/2009	06/07/2024	Residential Electrical Inspector
10/12/2005	06/07/2024	Fire Inspector I
08/12/2006	06/07/2024	Fire Inspector II
01/10/2009	06/07/2024	Plumbing Inspector
05/11/2006	06/07/2024	Building Inspector
05/10/2011	06/07/2024	Combination Inspector
04/30/2018	06/07/2024	Electrical Inspector
05/14/2018	06/07/2024	Building Code Specialist
07/14/2018	10/30/2024	Fire Code Specialist

Appendix A: Resumes & Certifications

VCA Code | 1845 W. Orangewood Ave., #210, Orange, CA 92868 | 714.363.4700



Steven Hartmeyer | Combination Building Inspector

Years of Experience: 20+ years; E: info@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Combination Building Inspector – Multiple Cities

- Combination Building Inspector: Approximately 50% Commercial, 50% Residential.
- Plan Review for Residential & Commercial Solar PV, and EV Charging Stations.
- Lead Inspector for Civic Center Parking Structure, Saddleback Church, Planet Fitness, Restaurants, Commercial TI's, and multiple Tract Homes.
- Responsible for Permitted Construction from Issuance, through Final Inspections & Occupancy.
- Coordination with other departments: Planning, Engineering, Code Enforcement, as well as outside agencies (OCFA, SDG&E, etc.).

Inspector | University of California, Davis—Davis, CA

- Lead Inspector of more than \$50 million dollars of successful construction projects—commercial, institutional, residential.
- Managed plan check/review, bidding, submittal process, inspections, materials sampling & testing.
- Managed communication with professionals, supervisors, tradespeople & regulatory agencies

Education & Certifications

- California Combination Residential Building Inspector (B1,M1,E1,P1)
- International Code Council Combination Residential Building Inspector (B1,M1,E1,P1)
- University of California, at both Berkeley & Davis, CA



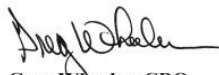
INTERNATIONAL CODE COUNCIL

STEVEN HARTMEYER

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Residential Combination Inspector

Given this day September 8, 2018



Greg Wheeler, CBO
President, Board of Directors

Certificate No. 8155449




Dominic Sims, CBO
Chief Executive Officer



INTERNATIONAL CODE COUNCIL

STEVEN HARTMEYER

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Residential Building Inspector

Given this day April 29, 2015



Greg Wheeler, CBO
President, Board of Directors

Certificate No. 8155449




Dominic Sims, CBO
Chief Executive Officer

Mikel Del Rio | Building Inspector

Years of Experience: 10+ years; E: info@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Building Inspector – Multiple Cities

- Perform inspections for buildings, plumbing, mechanical, electrical, concrete, framing, roofing, and structural steel inspections.
- Structures included new and tenant improvements on Type I, and IIB Commercial, and Residential Multi-Family construction, and Type V Single Family.
- Pre-grade through Final for: New dwellings, remodels, additions, upgrades and repairs of residential properties.
- Provide residential plan check.
- Maintain construction documents on a daily basis that included surveying, geology and 3rd party testing.

Union Carpenter

- Skilled carpenter worked on various structures;
 - Custom Homes
 - Tract Homes
 - High Schools
 - University Housing

Education & Certifications

- ICC Building Inspector
- ICC Mechanical Inspector
- ICC Plumbing Inspector
- ICC Plans Examiner
- Certified Disaster Service Worker

Verified Candidate

AAA



Customer Name:		Account Number:
Mikel Del Rio		5114195
Certifications:		
Initial Certification	Current Expiration	Certificate Name
08/10/2016	03/14/2023	Plumbing Inspector UPC
08/10/2016	03/14/2023	Building Plans Examiner
08/10/2016	03/14/2023	Mechanical Inspector UMC
08/10/2016	03/14/2023	Building Inspector



Ruben Soriano | Code Enforcement/Building Inspector

Years of Experience: 20 years, E: info@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Code Enforcement/Building Inspector – Multiple Cities

- Inspected residential and commercial properties to ensure compliance with Zoning, Building and Land Use Ordinance, other provisions of the Building and City Municipal codes.
- Performed building, electrical, plumbing, and mechanical inspections for commercial, residential and industrial construction and alterations to ensure compliance with Code requirements.
- Reviewed approved building plans and specifications.
- Review Damage buildings for safe occupancy after fires or other disaster occurrences.
- Issue stop work notices.
- Consult with other Agencies legal department, Fire, Public Works as well as City Staff regarding building, fire life safety, zoning and other code interpretations and applications. Interacted with the public and other Department Personnel.
- Investigate complaints regarding existing building or new construction to determine if code violations or problem conditions exist.
- Conducted follow up inspections to ensure compliance.
- Prepared inspection reports and photographs.
- Assisted counter with issuance of permits for construction and alterations
- Received and responded to complaints regarding inquiries, zoning, sign, land use ordinance violations and public nuisances.
- Documented violations by securing photographs and recording other pertinent data.
- Issued first, second, third notices and citations to achieve compliance with code.
- Developed alternative methods to achieve code compliance within established guidelines.
- Provided Follow- ups to ensure compliance was achieved.
- Investigated possible code violations and determine whether the possible violations are public or private matters.
- Prepared and maintained accurate logs, reports and records regarding code enforcement inspections, violation notices and investigations.
- Provided documentation to City Prosecutor when violations were not corrected.
- Performed weed, graffiti, and litter abatement enforcement.

Education & Certifications

- P.C. 832
- Fluent in Spanish: Speaking, Writing



Kathy Mahboubian | Permit Technician

Years of Experience: 10+ years; E: info@vcacode.com, P: (714) 363-4700

Experience

VCA Code | Permit Technician – Multiple Cities

- Process plans and applications for building/grading permits coordinate with departments for plan approval.
- Calculated permit fees, issue building permits respond to customer inquiries both in person and by phone regarding permits, plan checks, tracking projects and inspection issues.
- Run monthly reports, schedule inspections, provide information and services to citizens regarding City regulations and history of the properties.
- Plan requirements and permit fees, verify worker's compensation insurance, plan retrieval and duplication on disc utilizing computer
- Process variety of forms, answer phone calls, addresses assignments, process expired permits, prepare files and plans for scanning.
- Assisted in processing plans and applications for building plumbing and mechanical permits utilizing computer.
- Scheduled inspections, provided information and services to citizens regarding regulations, plan requirements, permits and development fees.

Education & Certifications

- ICC Certified Permit Technician
- Knowledgeable of Code regulations and standards
- Possesses a steady commitment to customer service, with the talent to build productive relationships, resolve complex issues and win customer loyalty
- Extensive experience working with the public and at a counter
- Strong ability to work independently and/or with a team





Donna Ducharm-Greek | Permit Technician

Years of Experience: 7 years; E: info@vcacode.com, P: (714) 363-4700

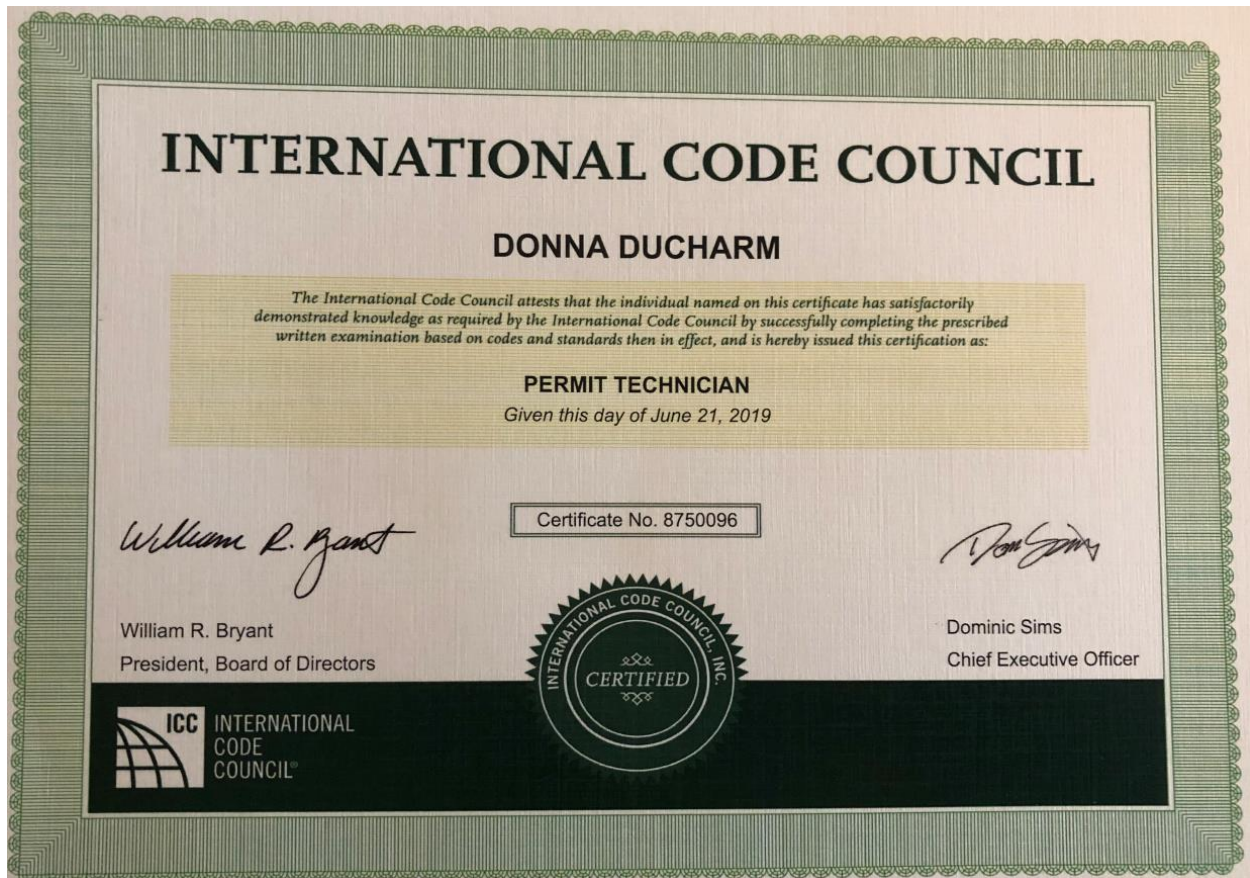
Experience

VCA Code | Permit Technician – Multiple Cities

- Provide lead primary administrative, operational and staff support for the Building Division development services counter; independently performs a wide variety of specialized office management, administrative and fiscal support assignments.
- Assist the public at the front counter; respond to questions on policies and procedures; provide information on the permit process.
- Calculate and estimate fees for permits; collect fees for various applications; issue receipts for fees collected.
- Receive and review completed applications; ensure information is accurate, complete, and in compliance with regulations; advise public on simple plan check corrections.
- Route plans to appropriate staff; label and log information; set up files; track and monitor plan status; notify contractors, owners, developers, and engineers of plan status; issue permits.
- Investigate problems and conflicts arising from permit processing activities; recommends practical solutions and implements as approved by management; analyzes, recommends and implements changes as appropriate.
- Conduct simple review of plan check submittals; ensure compliance with minimum submittal requirements; recommend modifications of submittal requirements as necessary to improve service to the public.
- Develop and maintain records and reporting systems related to development/building permit processes.
- Interpret provisions of City codes and permit requirements for developers, contractors, architects, engineers and the general public;
- Assist with administration of the permit tracking system; analyzes and recommends system improvements; develops and/or revises permit related documents.
- Assist with public record keeping and report preparation; receive and answer phone calls to the front counter operations.
- Prepare a variety of correspondence, reports and related material in support of assigned functions.

Education & Certifications

- Administrative/Office Management
- Outstanding Customer Service Skills
- ICC Permit Technician – Issued '19





Appendix B: Required Forms

The forms included under Appendix C of the RFP are attached here and follow on the next page.



**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: The Code Group, Inc.

Contact Person for Agreement: Bob Heinrich

Title: Principal/President E-Mail Address: BHeinrich@vcacode.com

Business Telephone: 714-363-4700 Business Fax: 714-363-4747

Corporate Mailing Address: 1845 W. Orangewood Avenue, #210

City, State and Zip Code: Orange, CA, 92868

Contact Person for Proposals: Bob Heinrich

Title: Principal/President E-Mail Address: BHeinrich@vcacode.com

Business Telephone: 714-363-4700 Business Fax: 714-363-4747

Is your business: (check one)

☐ NON PROFIT CORPORATION

☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Bob Heinrich	Principal/President	714-363-4700
Tom VanDorpe	Chief Executive Officer	714-363-4700
Tom VanDorpe	Secretary	714-363-4700
Gina Birkett	Chief Financial Officer/Controller	714-363-4700

Federal Tax Identification Number: 02-0697917

City of Costa Mesa Business License Number: 52575

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

City of Costa Mesa Business License Expiration Date: August 31, 2022

COMPANY PROFILE & REFERENCES

Company Legal Name: The Code Group, Inc.

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

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

Business Address: 1845 W. Oranewood Ave., #210, Orange, CA 92868

Website Address: www.vcacode.com

Telephone Number: 714-363-4700

Facsimile Number: 714-363-4747

Email Address: proposals@vcacode.com

Length of time the firm has been in business: The Code Group: 18 years
Principals of TCG: 43 years

Length of time at current location: Current Office: 6 years
In Orange, CA: 43 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: 02-0697917

Regular Business Hours: 8 AM to 5 PM Mon-Fri

Regular holidays and hours when business is closed: 1/1, President's Day, Memorial Day,
7/4, Labor Day, Thanksgiving, Day
after Thanksgiving, 12/25, weekends

Contact person in reference to this solicitation: Bob Heinrich, Julia Lin

Telephone Number: 714-363-4700

Facsimile Number: 714-363-4747

Email Address: BHeinrich@vcacode.com, Proposals@vcacode.com

Contact person for accounts payable: Ana Romero

Telephone Number: 714-363-4700

Facsimile Number: 714-363-4747

Email Address: ap@vcastructural.com

Name of Project Manager: Bob Heinrich

Telephone Number: 714-363-4700

Facsimile Number: 714-363-4747

Email Address: BHeinrich@vcacode.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Arcadia

Telephone Number: (626) 574-5416

Contact Name: Kenneth Fields

Contract Amount: \$450K

Email: KFields@arcadiaca.gov

Address: 240 W. Huntington Dr., Arcadia, CA 91066

Brief Contract Description: Plan Review and Related Services

Company Name: City of Newport Beach

Telephone Number: (949) 644-3282

Contact Name: Seimone Jurjis

Contract Amount: \$825K

Email: SJurjis@newportbeachca.gov

Address: 100 Civic Center Dr., Newport Beach, CA 92660

Brief Contract Description: Plan Review and Staffing for Building Inspection
and Code Enforcement

Company Name: City of Yorba Linda

Telephone Number: (714) 961-7125

Contact Name: Jim Sowers

Contract Amount: \$113.4K

Email: JSowers@yorbalindaca.gov

Address: 4845 Casa Loma Ave., Yorba Linda, CA 92885

Brief Contract Description: Plan Review, Building Inspection, As-needed Staffing
and CASp Services

Company Name: City of Corona

Telephone Number: (951) 736-2254

Contact Name: Chris Milosevic

Contract Amount: \$1M

Email: Chris.Milosevic@coronaca.gov

Address: 400 S. Vicentia Ave., Corona, CA 92882

Brief Contract Description: Plan Review, Staffing for Inspection and Permitting

Company Name: City of Long Beach

Telephone Number: (562) 570-7713

Contact Name: David Khorram

Contract Amount: \$400K

Email: David.Khorram@longbeach.gov

Address: 411 W. Ocean Blvd., Long Beach, CA 90802

Brief Contract Description: Plan Review, Staffing for Inspection and Permitting

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: March 29, 2022

Tom VanDorpe, SE

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

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."

Samir Ghosn
Daniel Kennedy

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 ✓

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



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.

The Code Group, Inc.
Bidder/Applicant/Proposer

March 29, 2022
Date



THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C
FEE SCHEDULE



Cost Proposal

VCA proposes the following fee structure for contract staffing and plan review.

Contract Staff Hourly Rates (Onsite)

The following rates depend on function and experience and are open to negotiation.

Job Title	Hourly Rate	Overtime Rate
Building Inspector	\$75.00 to \$85.00	1.5x Hourly Rate
Sr./Combination Inspector	\$85.00 to \$95.00	1.5x Hourly Rate
Permit Technician	\$65.00 to \$75.00	1.5x Hourly Rate
Sr. Permit Technician	\$70.00 to \$80.00	1.5x Hourly Rate
Code Enforcement Officer	\$70.00 to \$85.00	1.5x Hourly Rate
Sr./Chief Code Enforcement Officer	\$85.00 to \$95.00	1.5x Hourly Rate
Fire Inspector	\$85.00 to \$95.00	1.5x Hourly Rate
Plans Examiner	\$115.00 to \$125.00	1.5x Hourly Rate
Plan Check Engineer	\$130.00 to \$145.00	1.5x Hourly Rate

Note: VCA charges the current IRS Mileage Rates for traveling to and from job sites.

Outsourced Plan Review Fees

For plan review services, the first three plan checks are included in the initial percentage fee rate and will be billed on the first check. Subsequent checks after the third review will be billed hourly. VCA charges a minimum of two hours for hourly plan review.

Full Plan Check

Percentage of Fees Collected60%
Hourly Rate \$115.00

Non-Structural

Percentage of Fees Collected50%

Structural

Percentage of Fees Collected50%
Hourly Rate \$115.00

MEP

Percentage of Fees Collected50%
Hourly Rate \$105.00

Fire

Percentage of Fees Collected60%
Hourly Rate \$125.00

**Expedited Plan Check**

VCA will negotiate with the applicant and charge the customer 100% of the plan check fee in compliance with the City's procedures for expedited plan review. Should any modifications be made to the process, VCA will comply with the changes.

Additional Contract Staff Hourly Rates

Should the City require additional staffing needs, VCA charges the following rates based on function and experience. VCA is open to discussing these fees with the City. VCA charges the current IRS Mileage Rates for traveling to and from job sites.

Job Title	Hourly Rate	Overtime Rate
Grading Inspector / Soils Inspector	\$95.00 to \$115.00	1.5x Hourly Rate
CASp Services	\$145.00 to \$155.00	
Supervisor for Permit Tech / Counter Services	\$95.00 to \$115.00	
Sr. Permit Technician	\$70.00 to \$80.00	
CALGreen Inspector / Manager Services	\$105.00 / \$135.00	
City Planner / Project Manager / Planning Manager	\$175.00 to \$195.00	
Senior Planner / Principal Planner	\$145.00 to \$165.00	
Zoning Administrator	\$125.00 to \$145.00	
Associate Planner	\$105.00 to \$135.00	
Assistant Planner/Counter Services	\$90.00 to \$105.00	
Planning Technician/Assistant	\$70.00 to \$85.00	
Administrative Personnel	\$55.00 to \$65.00	
Client Consultation at City Hall (CBO/Sr. Management)	\$145.00 to \$195.00	
Building Official	\$140.00 to \$175.00	
Licensed Structural Engineer	\$140.00 to \$155.00	

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.