



## City of Costa Mesa

### REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

#### Agenda

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Tuesday, June 7, 2022

6:00 PM

City Council Chambers  
77 Fair Drive

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**\*Note: All agency memberships are reflected in the title "Council Member"**  
**4:00 P.M. Closed Session**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. Pursuant to the State of California Assembly Bill 361 (Gov. Code §54953(b)(3)) the City Council Members and staff may choose to participate in person or by video conference.

You may participate via the following options:

1. Attending in person: Attendees are encouraged to wear masks at their discretion. If you are feeling ill, you may still participate in the meeting via Zoom.

2. Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or [http://costamesa.granicus.com/player/camera/2?publish\\_id=10&redirect=true](http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true) and online at [youtube.com/costamesatv](https://www.youtube.com/costamesatv).

3. Zoom Webinar: (For both 4:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

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Or sign into Zoom.com and “Join a Meeting”

Enter Webinar ID: 983 7639 0419/ Password: 905283

- If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
- Select “Join Audio via Computer.”
- The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
- During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 983 7639 0419/ Password: 905283

During the Public Comment Period, press \*9 to add yourself to the queue and wait for city staff to announce your name/phone number and press \*6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

4. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov). Comments received by 12:00 p.m. on the date of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

5. Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City’s website.



Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments. Please e-mail to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) NO LATER THAN 12:00 Noon on the date of the meeting.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM\_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing.

The City of Costa Mesa aims to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is currently provided, the Clerks office will attempt to accommodate in a reasonable manner. Note, Closed Captioning is available via the Zoom application. Please contact the City Clerk's office 24 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible 714-754-5225 or at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov).

El objetivo de la Ciudad de Costa Mesa es cumplir con la ley de Estadounidenses con Discapacidades (ADA) en todos los aspectos. Si como asistente o participante en esta junta, usted necesita asistencia especial, más allá de lo que actualmente se proporciona, la oficina del Secretario de la Ciudad intentara de complacer en una forma razonable. Favor de comunicarse con la oficina del Secretario de la Ciudad con 24 horas de anticipación para informarnos de sus necesidades y determinar si alojamiento es realizable al 714-754-5225 o [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov).

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**CLOSED SESSION - 4:00 P.M.**

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

**CLOSED SESSION ITEMS:**

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9, (d)(1)  
Name of Case: SoCal Recovery, LLC, a California limited liability company v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01304-JVS-PJW.
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9, (d)(1)  
Name of Case: Raw Recovery, LLC et all v. City of Costa Mesa, United States District Court, Central District of California, Case No.
4. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE  
Pursuant to California Government Code Section 54956.9(d)(4), Potential Litigation
5. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA).

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**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY**

**JUNE 7, 2022 – 6:00 P.M.**

**JOHN STEPHENS**  
Mayor

**MANUEL CHAVEZ**  
Council Member - District 4

**ANDREA MARR**  
Mayor Pro Tem - District 3

**JEFFREY HARLAN**  
Council Member - District 6

**LOREN GAMEROS**  
Council Member - District 2

**ARLIS REYNOLDS**  
Council Member - District 5

**DON HARPER**  
Council Member - District 1

**KIMBERLY HALL BARLOW**  
City Attorney

**LORI ANN FARRELL HARRISON**  
City Manager

**CALL TO ORDER**

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

Chara Wondercheck

**MOMENT OF SOLEMN EXPRESSION**

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

Pastor Phil Eyskens, Lighthouse Church.

**ROLL CALL**

**CITY ATTORNEY CLOSED SESSION REPORT**

**PRESENTATIONS:**

1. [Certificates of Recognition to Estancia Baseball Team CIF Southern 22-745 Section Champions](#)

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2. [Certificates of Recognition to Newport Harbor High School Boys' Volleyball team CIF Champions](#) [22-746](#)
  3. [Proclamation: Juneteenth 2022](#) [22-749](#)  
**Attachments:** [Proclamation: Juneteenth 2022](#)
  4. [Proclamations: LGBTQ+ Pride Month 2022](#) [22-752](#)  
**Attachments:** [Proclamation: Pride Month 2022](#)
  5. [Proclamation: National Gun Violence Awareness Day](#) [22-754](#)  
**Attachments:** [Proclamation: National Gun Violence Awareness Day](#)

#### **PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Comments are limited to 3 minutes, or as otherwise directed.  
Comments on Consent Calendar items may also be heard at this time.

#### **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Each council member is limited to 4 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Harper
2. Council Member Reynolds
3. Council Member Chavez
4. Council Member Gameros
5. Council Member Harlan
6. Mayor Pro Tem Marr
7. Mayor Stephens

#### **REPORT – CITY MANAGER**

#### **REPORT – CITY ATTORNEY**

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## CONSENT CALENDAR (Items 1-9)

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. [\*\*PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY 22-727 OF ALL ORDINANCES AND RESOLUTIONS\*\*](#)

RECOMMENDATION:

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.

2. [\*\*READING FOLDER\*\*](#) [\*\*22-728\*\*](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Interinsurance Exchange of the Automobile Club of Southern California, Chris and Joni Corum, Bret Evans, Alexander Fernando, Philip Josephs, Faye Saur, Kim Schmidt, Carissa Williams.

3. [\*\*ADOPTION OF WARRANT RESOLUTION\*\*](#) [\*\*22-733\*\*](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2681

**Attachments:** [1. Summary Check Register Week of 5.9.22](#)  
[2. Summary Check Register Week of 5.16.22](#)  
[3. Summary Check Register Week of 5.23.22](#)

4. [\*\*MINUTES\*\*](#) [\*\*22-729\*\*](#)

RECOMMENDATION:

City Council approve the Minutes of the Regular meetings of May 3, 2022, May 17, 2022, and the Study Session minutes of May 10, 2022.

**Attachments:** [1. 05-03-2022 Draft Minutes](#)  
[2. 05-10-2022 Draft Minutes](#)  
[3. 05-17-2022 Draft Minutes](#)

5. [RESOLUTIONS RELATING TO THE CALLING OF THE GENERAL 22-739  
MUNICIPAL ELECTION ON NOVEMBER 8, 2022](#)

RECOMMENDATION:

Staff recommends the City Council take the following actions:

1. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, calling and giving notice to conduct a General Municipal Election on November 8, 2022 for the purpose of electing a Mayor for the full term of two years; and election of three members of the City Council from the third, fourth, and fifth districts, for the full term of four years.
2. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, requesting the Orange County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election and to issue instruction to the Orange County Registrar of Voters Elections Department to provide specific services in the conduct of the consolidated election.
3. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, adopting regulations pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on November 8, 2022.

**Attachments:** [1. Resolution 2022-xx - Calling Election](#)  
[2. Resolution 2022-xx - Consolidating Election](#)  
[3. Resolution 2022-xx - Candidate Statements](#)

6. [ACCEPTANCE OF THE LIONS PARK PLAYGROUND IMPROVEMENT 22-682 PROJECT, CITY PROJECT NO. 20-15](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work as complete performed by Handy Industrial, Inc., 4228 Lewis Street, Oceanside, California 92056, for the Lions Park Playground Improvement Project, City Project No. 20-15, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date and Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**Attachments:** [1. Cost Summary](#)

7. [ACCEPTANCE OF CITYWIDE ALLEY IMPROVEMENT PROJECT, 22-710 CITY PROJECT NO. 20-20](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Black Rock Construction Company, 929 Mariner Street, Brea, CA 92821, for the Citywide Alley Improvement Project, City Project No. 20-20, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**Attachments:** [1. Location Map](#)  
[2. Cost Summary](#)

8. [SECOND READING AND ADOPTION OF AN ORDINANCE ENTITLED: 22-715 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER XV \(UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER\) TO TITLE 11 \(OFFENSES-MISCELLANEOUS\) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY](#)

RECOMMENDATION:

Staff recommends that the City Council give second reading and adopt: Ordinance No. 2022-02, entitled: An Ordinance of the City Council of the City of Costa Mesa, California, adding Chapter XV (Unlawful Possession of a Catalytic Converter) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful possession of catalytic converters in the City.

**Attachments:** [1. Ordinance Adding Chapter XV to Title 11 re Catalytic Converters 2022-02](#)

9. [SB 1205 COMPLIANCE REPORT FOR 2021 STATE-MANDATED 22-725 ANNUAL FIRE INSPECTIONS](#)

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution to accept this Compliance Report as its report on the status of all 2021 state-mandated annual fire inspections in the City as required by California Health and Safety Code Section 13146.4.

**Attachments:** [1. SB 1205 Draft Resolution](#)

**AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR**

-----END OF CONSENT CALENDAR-----

**PUBLIC HEARINGS: (Next Page)**

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)



1. FISCAL YEAR 2022-23 PROPOSED OPERATING AND CAPITAL 22-720  
IMPROVEMENT PROGRAM AND HOUSING AUTHORITY BUDGET  
AND  
INTRODUCTION OF AN ORDINANCE TO ESTABLISH CHAPTER VII  
(AB 481 EQUIPMENT USE POLICY) TO TITLE 14 (POLICE AND LAW  
ENFORCEMENT) OF THE COSTA MESA MUNICIPAL CODE

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Resolution 2022-xx, adopting the Proposed Fiscal Year 2022-23 Operating and Capital Improvement Program (CIP) Budget; and
2. Approve Salary and Classification Updates Resolutions 2022-xx to comply with the bargaining groups' MOUs as approved in May and June of 2020, and to update classifications consistent with the Proposed Budget recommendations; and
3. Authorize the appropriation of one additional full time Police Officer position (School Resource Officer) to the City's Table of Organization with a corresponding 50 percent cost sharing from the Newport Mesa Unified School District; and
4. Authorize the appropriation and enter into a purchase agreement for two ambulances through the Houston-Galveston Area Council of Governments (H-GAC) Buy Coop Purchasing contract with Redsky Emergency Vehicles, and authorize the City Manager and City Clerk to execute the necessary documents to support public safety to be funded from the \$500,000 legal settlement set-aside for this purpose; and
5. Authorize the City Manager and/or Finance Director to appropriate upon receipt and transfer American Rescue Plan Act (ARPA) Federal Funds as needed to comply with U.S. Treasury Guidelines and to facilitate audit review and compliance; and return to City Council with a proposed plan to best utilize the second available tranche of ARPA funds to offset economic losses as a result of the pandemic; and
6. Approve Joint Resolution 2022-xx adopting the Housing Authority Budget including Housing and Community Development expenditures for Fiscal Year 2022-23; and
7. If available, upon the closing of FY 2021-22, consider depositing up to \$1.5 million from newly available General Fund Balances to the Section 115 Trust Plan to expedite the pay down of pension obligations; and
8. Approve the City of Costa Mesa's Revised Special Event Rates and

request that said rates be reviewed on an annual basis and submitted to City Council for approval; and

9. Introduce for first reading, by title only, Ordinance No. 2022-xx, adding Chapter VII (AB 481 Equipment Use Policy) to Title 14 (Police and Law Enforcement) pursuant to Assembly Bill 481 (AB 481) of Gov. Code Title 1, Div. 7, Chapter 12.8, to establish the City's AB 481 Equipment Use Policy and AB 481 Equipment Inventory.

**Attachments:** [1. Budget Resolution No 22-XX 04-27-2022](#)  
[2. FY2022-23 All Funds REVENUES with Gen Fund](#)  
[3. FY2022-23 All Funds APPROPRIATIONS no CIP](#)  
[4. FY2022-23 CIP](#)  
[5. FY2022-23 Table of Org](#)  
[6. Housing Auth No 22-XX 05-18-22](#)  
[7. FY2022-23 Housing Authority](#)  
[8a. CMCEA Salary Resolution](#)  
[8b. CMPA Salary Resolution](#)  
[8c. CMFMA Salary Resolution](#)  
[8d. CMDMA Resolution](#)  
[8e. Confidential Management Resolution](#)  
[8f. Executive Resolution](#)  
[8g. Confidential Resolution](#)  
[9. Rate Determination](#)  
[10. Proposed Ordinance](#)  
[11. Proposed AB 481 Policy](#)  
[12. AB 481 Equipment Inventory](#)  
[13. H-GAC Buy Coop Contract Agreement](#)

**2. ADOPTION OF FISCAL YEAR 2022-23 APPROPRIATIONS LIMIT 22-721**

**RECOMMENDATION:**

Staff recommends that City Council adopt Resolution 22-XX establishing the Fiscal Year 2022-2023 Appropriations Limit for the City of Costa Mesa at \$286,881,520, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment.

**Attachments:** [1. Appropriation Limit Resolution for FY 2022-23](#)

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**OLD BUSINESS:**

NONE.

**NEW BUSINESS:**

1. [\*\*PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLAN 22-708  
REVIEW, INSPECTIONS, AND STAFFING SERVICES\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute a five-year Professional Service Agreement (PSA) with each consulting firm listed below from July 1, 2022 - June 30, 2027 in substantially the form as attached and in such final form as approved by the City Attorney for on-call plan review, inspections, and staffing services:
  - 4Leaf, Inc.
  - Bureau Veritas, North America, Inc.
  - CSG Consultants, Inc.
  - Dennis Grubb & Associates, LLC
  - Interwest Consulting Group
  - Melad and Associates, Inc.
  - Scott Fazekas & Associates, Inc.
  - The Code Group, Inc.
2. Authorize the City Manager and City Clerk to execute future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

**Attachments:** [1. 4LEAF, Inc. PSA](#)

[2. Bureau Veritas North America, Inc. PSA](#)

[3. CSG Consultants, Inc. PSA](#)

[4. Dennis Grubb and Associates LLC PSA](#)

[5. Interwest Consulting Group Inc. PSA](#)

[6. Melad & Associates, Inc. PSA](#)

[7. Scott Fazekas & Associates, Inc. PSA](#)

[8. The Code Group, Inc. PSA](#)

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2. [ADOPT A RESOLUTION 22-XX AND APPROVE A LETTER OF 22-730  
SUPPORT FOR HOUSE RESOLUTION 8](#)

RECOMMENDATION:

The Legislative Review Team recommends that the City Council consider the adoption of Resolution 2022-xx (Attachment 1) approving a letter in support of the United States House of Representatives' Resolution 8 (H.R. 8), the Bipartisan Background Checks Act of 2021 (Attachment 2).

**Attachments:** [1. Draft Resolution HR 8](#)  
[2. Draft Letter of Support - HR 8](#)

**ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND  
SUGGESTIONS**

**ADJOURNMENT**



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-745

**Meeting Date:** 6/7/2022

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**TITLE:**

Certificates of Recognition to Estancia Baseball Team CIF Southern Section Champions

**DEPARTMENT:** City Manager's Office



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-746

**Meeting Date:** 6/7/2022

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**TITLE:**

Certificates of Recognition to Newport Harbor High School Boys' Volleyball team CIF Champions

**DEPARTMENT:** City Manager's Office



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-749

**Meeting Date:** 6/7/2022

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**TITLE:**

Proclamation: Juneteenth 2022

**DEPARTMENT:**

City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS,** Juneteenth, also known as "Juneteenth Independence Day," "Emancipation Day," "Emancipation Celebration," and "Freedom Day," is the oldest African American holiday observance in the United States; and

**WHEREAS,** President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, to free more than three million enslaved people in the Confederate states, but Texas was considered a safe haven for slaveholders until federal troops arrived more than two years later on June 19, 1865; and

**WHEREAS,** historically, Juneteenth observances have not always received acknowledgment and recognition, though Juneteenth is a critical component of American history as it marks a turning point in our nation and a step towards equality; and

**WHEREAS,** in 2003, California's legislature passed a resolution recognizing Juneteenth as a day to honor and reflect on the significant contribution and advances made by African Americans in our state, to commemorate the strength and determination of African Americans throughout their history; and

**WHEREAS,** Juneteenth is an opportunity to truthfully acknowledge a period in our history that shaped and continues to influence our society today and a time to honor and pay respect for the sufferings of slavery; and

**WHEREAS,** Juneteenth is a day of reflection, a day of renewal, a pride-filled day during which we develop a greater understanding and appreciation of the African American experience; and

**WHEREAS,** only through collectively striving may we close gaps of the immeasurable distance between us and affirm the promise of the Declaration of Independence that all people have the right to life, liberty, and the pursuit of happiness; and

**WHEREAS,** Juneteenth is a day to recognize and appreciate the achievements of African Americans across the City, the state, and the nation in areas





# **P** CITY OF COSTA MESA, CALIFORNIA **roclamation**

including education, law, medicine, art, culture, public and military service, business, theology, athletics, and civil rights; and

**WHEREAS**, the City of Costa Mesa strives to be a community that offers equal opportunity to its citizens, all of whom deserve to live with dignity and respect, free from fear and violence, and protected against discrimination; and

**WHEREAS**, the City of Costa Mesa supports and encourages the unified understanding of one another's experiences in our place of work and throughout the community.

**NOW, THEREFORE, I**, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim June 19, 2022, as **Juneteenth** in the City of Costa Mesa and urge all citizens to become more aware of the significance of the celebration in African American history and the heritage of our nation and City.

**DATED** this 7<sup>th</sup> day of June 2022.



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John B. Stephens, Mayor of the City of Costa Mesa



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-752

**Meeting Date:** 6/7/2022

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**TITLE:**

Proclamations: LGBTQ+ Pride Month 2022

**DEPARTMENT:** City Manager's Office



# **P** CITY OF COSTA MESA, CALIFORNIA **roclamation**

**WHEREAS**, all human beings are born free and equal in dignity and rights; and

**WHEREAS**, the fight for equality for lesbian, gay, bisexual, transgender, and queer (LGBTQ) people is reflected in the unwavering dedication of those who work to build a more inclusive society; and

**WHEREAS**, Pride Month is celebrated each year in the month of June to honor the 1969 Stonewall Uprising in Manhattan, NY; the Stonewall Uprising was a tipping point for the Gay Liberation Movement in the United States; and

**WHEREAS**, every June, communities across the United States celebrate the contributions of LGBTQ- identified people and commemorate those individuals who fight to secure equality who experienced discrimination and have historically been disenfranchised of rights afforded to other Americans; and

**WHEREAS**, celebrating Pride Month influences awareness and provides support and advocacy for Costa Mesa's LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights; and

**WHEREAS**, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and

**WHEREAS**, the City of Costa Mesa proudly raises the rainbow flag every year from May 22-June 30 in support of the Costa Mesa LGBTQ community; and

**WHEREAS**, the LGBTQ community are an integral part of the vibrant culture and climate of the City and have had a significant impact on history locally, nationally, and internationally; and

**WHEREAS**, Costa Mesa is committed to diversity and prevention of discrimination based on sexual orientation and gender identity, and the LGBTQ community has the right to feel safe and not live in fear, and are an important part of the Costa Mesa family; and

**WHEREAS**, the City of Costa Mesa is committed to equality, and the month of June is an opportunity to recognize the impact that lesbian, gay, bisexual, and transgender



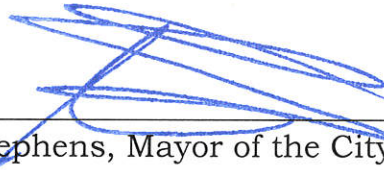
CITY OF COSTA MESA, CALIFORNIA

# Proclamation

individuals have had and will continue to have on our city and nation; and a time to reflect on the progress that has been made while focusing on the steps that can still be taken to eliminate prejudice and exclusion, celebrate diversity, and create a more inclusive society for all.

**NOW, THEREFORE,** I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim the month of June 2022 as **Pride Month** in support of the LGBTQ community, the City of Costa Mesa cherishes the value and dignity of each person and appreciates the importance of equality and freedom.

**DATED** this 7<sup>th</sup> day of June, 2022.



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John B. Stephens, Mayor of the City of Costa Mesa





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-754

**Meeting Date:** 6/7/2022

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**TITLE:**

Proclamation: National Gun Violence Awareness Day

**DEPARTMENT:** City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS**, in the United States, gun violence is a national concern and is a major health crisis; firearm-related injuries is the second leading cause of death for American children and teens; every day an average of seven children under the age of 19 are killed by gun violence; and

**WHEREAS**, every day, more than 100 Americans are killed by gun violence and on average, there are almost 13,000 gun homicides annually; the lives of countless others are injured, and Americans are 25 times more likely to be murdered with guns than people in other developed countries; and

**WHEREAS**, support of the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

**WHEREAS**, in January 2013, Hadiya Pendleton, a teenager who performed during President Obama's second inaugural parade, was tragically shot and killed just one week later. On June 2<sup>nd</sup>, she would have celebrated her 25<sup>th</sup> birthday; and

**WHEREAS**, National Gun Violence Awareness Day is observed on the first Friday of June, was first celebrated in June 2015 in Hadiya's honor and in honor of the hundreds of Americans whose lives are cut short as well as the countless survivors who are injured by shootings every; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing the color orange; choosing this color because hunters wear orange to announce themselves to other hunters when out in the woods; orange is a color that symbolizes the value of human life; and

**WHEREAS**, communities across Orange County continue to mourn the victims of second deadliest mass shooting in the U.S. that occurred at Robb Elementary School in Uvalde, Texas. As a result of the massacre, 21 lives were cut short, 19 children and 2 teachers, with 17 others injured; and

**WHEREAS**, the consequences of gun violence are more pervasive and affect entire communities, families, and children; and



CITY OF COSTA MESA, CALIFORNIA

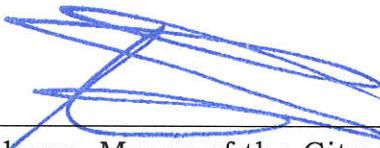
# Proclamation

**WHEREAS**, protecting public safety is the City's highest responsibility, local law enforcement officers know their communities best and are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

**WHEREAS**, the City of Costa Mesa supports continued statewide efforts to strengthen gun safety laws, pledge to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

**NOW, THEREFORE**, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim Friday, June 3, 2022, to be **National Gun Violence Awareness Day** in Costa Mesa and I encourage all residents to support their community's efforts to prevent the tragic effects of gun violence and to honor and value human lives.

**DATED** this 7<sup>th</sup> day of June, 2022.



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John B. Stephens, Mayor of the City of Costa Mesa



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-727

**Meeting Date:** 6/7/2022

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**TITLE:**

PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS

**RECOMMENDATION:**

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-728

**Meeting Date:** 6/7/2022

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**TITLE:**

READING FOLDER

**DEPARTMENT:** City Manager's Office/City Clerk's Division

**RECOMMENDATION:**

City Council receive and file Claims received by the City Clerk: Interinsurance Exchange of the Automobile Club of Southern California, Chris and Joni Corum, Bret Evans, Alexander Fernando, Philip Josephs, Faye Saur, Kim Schmidt, Carissa Williams.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-733

**Meeting Date:** 6/7/2022

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**TITLE:**

ADOPTION OF WARRANT RESOLUTION

**DEPARTMENT:** Finance Department

**PRESENTED BY:** Carol Molina, Finance Director

**CONTACT INFORMATION:** Carol Molina at (714) 754-5243

**RECOMMENDATION:**

City Council approve Warrant Resolution No. 2681

**BACKGROUND:**

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

**FISCAL REVIEW:**

Funding Payroll Register No. 22-10 On Cycle for \$ 2,783,850.11; 22-10 off Cycle for \$686.66; 22-11 On Cycle for \$2,861,248.14 and City operating expenses for \$2,522,200.18

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTERBank: CITY  
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237392	05/11/22	P	Employment Development Department	0000001543	6,712.00
			Line Description: Unemployment Jan-Mar 22		
0237393	05/11/22	P	Buchalter A Professional Corporation	0000028918	52,884.62
			Line Description: Casa Capri Recovery-Apr 22		
			SoCal Recovery-Apr 22		
			National Therapeutic Srv-Apr 22		
			Ohio House- Apr 22		
0237394	05/11/22	P	Petty Cash Fund Narc Program	0000001833	10,000.00
			Line Description: Replace SIU Invest Exp Fund 22		
<b>TOTAL</b>					<b>\$69,596.62</b>

0 \*

69,596.62 +

21,773.00 +

002

91,369.62 \*

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237395	05/13/22	P	Endemic Environmental Services Inc	0000021277	25,730.00
			Line Description: FP Biological Maint-Mar 2022		
0237396	05/13/22	P	Nixon Egli Equipment Co	0000003359	17,582.49
			Line Description: Patch Truck Belt & Wiper Repla		
0237397	05/13/22	P	Pinnacle Petroleum, Inc	0000029315	25,085.92
			Line Description: Unleaded Fuel-PD		
0237398	05/13/22	P	Tyler Technologies Inc	0000027279	21,465.31
			Line Description: LAND MANAGEMENT SYSTEM-stage 2		
			LAND MANAGEMENT SYSTEM-stage 2		
0237399	05/13/22	P	Vortex Industries Inc	0000004437	24,871.00
			Line Description: Replacement of Five Chain Moto		
0237400	05/13/22	P	West Coast Arborists Inc	0000004498	41,298.95
			Line Description: Tree Maintenance 4/1-4/15/22		
0237401	05/13/22	P	A1 Shower Door Company LLC	0000014582	1,140.00
			Line Description: Replacement of shower dr-FS#3		
0237402	05/13/22	P	Artesia Sawdust Products	0000019004	943.53
			Line Description: Shallimar Park Wood Fiber		
0237403	05/13/22	P	Beacon Health Options Inc	0000026762	886.15
			Line Description: EmployeeAssistanceProg-Apr 22		
0237404	05/13/22	P	Bob Murray & Associates	0000025439	1,744.75

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Consulting Recruitment		
0237405	05/13/22	P	Bureau Veritas North America Inc	0000016616	6,160.15
			<i>Line Description:</i> Fire Plan Review-Oct 21		
0237406	05/13/22	P	Carl Warren & Company	0000001578	3,795.00
			<i>Line Description:</i> Consulting-Claims Admin Apr 22		
0237407	05/13/22	P	Daniels Tire Service	0000001922	1,421.43
			<i>Line Description:</i> Warehouse Stock		
0237408	05/13/22	P	ECKERSALL LLC	0000025412	1,258.75
			<i>Line Description:</i> GIS Consulting 4/7-4/15/22		
0237409	05/13/22	P	ECORP Consulting Inc	0000025227	2,325.00
			<i>Line Description:</i> Fleterh Jones Dealership-Mar22		
0237410	05/13/22	P	Galls LLC	0000002297	76.72
			<i>Line Description:</i> Uniform pants R. Jimenez		
0237411	05/13/22	P	Graybar Electric Company Inc	0000002397	254.07
			<i>Line Description:</i> Elevator Lights		
0237412	05/13/22	P	Interwest Consulting Group Inc	0000021505	4,500.00
			<i>Line Description:</i> I 405 Fwy Widening-Mar 22		
0237413	05/13/22	P	Joe Mar Polygraph & Investigation	0000027462	675.00
			<i>Line Description:</i> Professional Services Agreemen Pre-Emp Polygraph Exam- 4/19		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTERBank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Pre-Employment Exams		
0237414	05/13/22	P	Knorr Systems Inc	0000005036	183.97
			<i>Line Description:</i> DRC Pool Chemical		
0237415	05/13/22	P	LineGear Fire & Rescue Equipment	0000026007	1,107.67
			<i>Line Description:</i> 1RPG Handbooks Fire and Rescue Equipment		
0237416	05/13/22	P	Loomis	0000019082	330.78
			<i>Line Description:</i> ARMORED CAR SERVICES-Apr22		
0237417	05/13/22	P	Melad & Associates	0000005068	2,164.84
			<i>Line Description:</i> Plan Chcek Svc		
0237418	05/13/22	P	Merrimac Energy Group	0000021566	11,094.62
			<i>Line Description:</i> Diesel Fuel-FS #5 Diesel Fuel-FS #1 Diesel Fuel-CY		
0237419	05/13/22	P	Mouse Graphics	0000001170	2,155.00
			<i>Line Description:</i> Digitize Historical Society Ph		
0237420	05/13/22	P	My Binding	0000012073	142.33
			<i>Line Description:</i> Pitch Spiral Binding Coil		
0237421	05/13/22	P	O Neil Storage	0000018395	112.34
			<i>Line Description:</i> Document Storage		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237422	05/13/22	P	Paul's Pet Food Express	0000026626	54.30
			Line Description: Food for Psd Aran		
0237423	05/13/22	P	Procure America Inc	0000025663	1,149.77
			Line Description: Cost Reduction Svcs 7/19-5/21		
0237424	05/13/22	P	Professional Sports Field Maintenance	0000011610	320.00
			Line Description: Infield Services for Tewinkle		
0237425	05/13/22	P	Rincon Truck Center Inc	0000013236	1,339.31
			Line Description: Slack Adjuster-Unit #189		
			Pressure Switch		
			Light Bulb/Atro Bushing		
0237426	05/13/22	P	Rodolfo Rodriguez	0000029321	5,172.00
			Line Description: Taco Plates 5/4/22		
0237427	05/13/22	P	So Cal Sandbags Inc	0000024349	934.88
			Line Description: Top Soil		
0237428	05/13/22	P	South Coast Air Quality Mgmt District	0000003939	287.76
			Line Description: Annual Hot Spot Fee FS-5 Gen.		
			Annual Hot Spot Fee- CY Gen.		
0237429	05/13/22	P	Southern California Shredding Inc	0000025605	155.00
			Line Description: ON-SITE SHREDDING SERVICES		
			ON-SITE SHREDDING SERVICES		
			Documents Shredding Svc		
0237430	05/13/22	P	Southwest Lift & Equipment Inc	0000025759	133.21

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
0237431	05/13/22	P	Susan Saxe Clifford PHD	0000003932	450.00
			<i>Line Description:</i> Psych Evals		
0237432	05/13/22	P	Tecta America	0000003718	1,305.00
			<i>Line Description:</i> NHCC Leak Water Testing		
0237433	05/13/22	P	UC Regents	0000022660	1,400.00
			<i>Line Description:</i> Victim Physical 4/20/22		
0237434	05/13/22	P	Vulcan Materials Company	0000007403	1,146.64
			<i>Line Description:</i> Asphalt for potholes & ramps		
0237435	05/13/22	P	Ware Disposal Inc	0000000255	841.86
			<i>Line Description:</i> Bridge Shelter- May 2022		
0237436	05/13/22	P	Youth Employment Service of the Harbor	0000000324	4,537.50
			<i>Line Description:</i> 3rd Qrt 21-22 Grant		
TOTAL					<b>\$217,733.00</b>



Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237437	05/12/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction Check-2210		
0237438	05/12/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction Check-2210		
0237439	05/12/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction Check-2210		
0237440	05/12/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction Check-2210		
0237441	05/12/22	P	State of California	0000001546	1,214.11
			Line Description: Payroll Deduction Check-2210		
TOTAL					\$2,321.54

0 \* \*

2,321.54 \*

614,776.90 \*

20,973.60 \*

003

638,072.04 \*

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013525	05/12/22	P	Costa Mesa Employees Association	0000006284	2,998.70
			Line Description: Payroll Deduction Check-2210		
013526	05/12/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction Check-2210		
013527	05/12/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
			Line Description: Payroll Deduction Check-2210		
013528	05/12/22	P	Costa Mesa Police Association	0000001819	7,260.00
			Line Description: Payroll Deduction Check-2210		
013529	05/12/22	P	Costa Mesa Police Management Assn	0000005082	225.00
			Line Description: Payroll Deduction Check-2210		
013530	05/20/22	P	Daniel Inloes	0000023442	1,853.63
			Line Description: ICSC Trade Show-DI APA Conf Lodging APA Mbrshp		
013531	05/20/22	P	Janet Hauser	0000023945	271.00
			Line Description: ICSC Trade Show-JH		
013532	05/20/22	P	Jennifer Le	0000027832	62.00
			Line Description: ICSC Trade Show-JL		
013533	05/20/22	P	Jerad Korte	0000025077	407.00
			Line Description: ICI Sexual Assault-JK		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Page No. 2

Run Date May 20, 2022

Run Time 2:13:55 PM

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013534	05/20/22	P	Marian Traylor	0000005004	21.00

*Line Description:* Refreshment for Mtng 5/9/22

**TOTAL \$20,973.60**

End of Report

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237442	05/20/22	P	Allied Universal Security Services	0000029524	67,615.35
			Line Description: Jail Services March 22		
0237443	05/20/22	P	Benefit Coordinators Corp	0000029594	37,671.40
			Line Description: Delta Dental/VSP Prem-May 22		
0237444	05/20/22	P	Bound Tree Medical LLC	0000011695	32,915.19
			Line Description: EMS Supplies		
			EMS Supplies		
			EMS Supplies		
			Supplies		
			Supplies		
			EMS Supplies		
			EMS Supplies		
0237445	05/20/22	P	CDW Government Inc	0000005402	20,905.40
			Line Description: DROPBOX RENEWAL 3/27-3/27/23		
			23 USB Car Chargers for iPads		
			5 of 23 iPads (LMS)		
0237446	05/20/22	P	California Waters Development Inc	0000029492	101,654.67
			Line Description: Retention Payable #800027		
			DRC Pool Proj #21-08/#800027		
0237447	05/20/22	P	Dooley Enterprises Inc	0000002026	15,792.92
			Line Description: Sales Tax 7.75%		
			Ammo for Training		
0237448	05/20/22	P	Mercy House	0000003138	151,097.23
			Line Description: Brige Shelter Operations Jan22		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTERBank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237449	05/20/22	P	Newport Center Animal Hospital	0000025961	20,000.00
			<i>Line Description:</i> Animal Transport Svcs Mar22		
0237450	05/20/22	P	ARC	0000022726	138.71
			<i>Line Description:</i> Copies of Plans for Fire Sta3		
			Digitla Printing Process		
			Digitla Printing Process		
			Digitla Printing Process		
0237451	05/20/22	P	AY Nursery	0000001142	697.14
			<i>Line Description:</i> Trees for Parkways		
0237452	05/20/22	P	Adam Ereth	0000029232	400.00
			<i>Line Description:</i> Planning Comm Mtng-May 2022		
0237453	05/20/22	P	Ai Ley Tan	0000029642	500.00
			<i>Line Description:</i> 2 Yoga Sessions @ \$250 ea - Ea		
0237454	05/20/22	P	All City Management Services Inc	0000009480	5,678.77
			<i>Line Description:</i> School Crossing Guard Svcs		
0237455	05/20/22	P	Allied Restoration Services, Inc	0000029481	13,700.00
			<i>Line Description:</i> Communication Dispatch Buildin		
0237456	05/20/22	P	Andrea Marr	0000027012	79.00
			<i>Line Description:</i> ICSC Trade Show-AM		
0237457	05/20/22	P	Autodesk Inc	0000029201	4,640.00
			<i>Line Description:</i> Transportation Engineering Des		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237458	05/20/22	P	BTAC Training	0000029248	1,312.50
			Line Description: Investigation Consult Mar/Apr2		
0237459	05/20/22	P	Bee Busters Inc	0000007572	515.00
			Line Description: Bee Colony Inspection		
			Bee Colony Abatement City Prop		
			Bee Colony Abatement City Park		
			Bee Colony Abatement City Park		
			Bee Colony Abatement City Park		
0237460	05/20/22	P	Bracken's Kitchen Inc	0000029468	6,708.52
			Line Description: Bridge Shelter Meals 4/11-4/24		
0237461	05/20/22	P	Bureau Veritas North America Inc	0000016616	11,829.15
			Line Description: Bldng Permit Tech-Mar 22		
			Plan Review Nov 2021		
0237462	05/20/22	P	Byron de Arakal	0000012401	400.00
			Line Description: Planning Comm Mtng-May 2022		
0237463	05/20/22	P	CLEA	0000004754	2,989.00
			Line Description: Police Officer LTD-May 22		
0237464	05/20/22	P	Cabco Yellow Inc	0000028576	4,077.00
			Line Description: Transport for Seniors-April 22		
0237465	05/20/22	P	Canon Financial Services Inc	0000023241	8,593.16
			Line Description: Production Copiers-Meter Usage		
			Production Copier Lease Mar22		
			Copier Lease Feb22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237466	05/20/22	P	City Net	0000029222	11,410.71
			Line Description: CDBG-CV Outreach Svcs Mar 22		
0237467	05/20/22	P	Dianne Russell	0000011606	400.00
			Line Description: Planning Comm Mtng-May 2022		
0237468	05/20/22	P	Dote Wedding & Events	0000029619	300.62
			Line Description: Sales Tax 7.75%		
			Discount		
			Entertainment Agreement - Thre		
0237469	05/20/22	P	Eagle Print Dynamics	0000026736	4,061.33
			Line Description: Staff Uniforms		
0237470	05/20/22	P	Easi File Corporation	0000002074	103.77
			Line Description: Office Supplies		
0237471	05/20/22	P	Fed Ex	0000002190	35.82
			Line Description: Parcels Sent		
0237472	05/20/22	P	Federal Technology Solutions Inc	0000024174	663.43
			Line Description: CABLE INSTALLATION		
0237473	05/20/22	P	Ferguson Enterprises Inc #1350	0000007785	3,451.31
			Line Description: DRC-Urinal		
			Tennis Center- Supplies		
			DRC-Urinal		
			FS6- Flow Cntl.		
			FS6-Captain's Restroom		
			FS6-Captain's Restroom		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Bridge Shelter- MVP Metering Bridge Shelter- MVP Metering		
0237474	05/20/22	P	Ford Fleet Care	0000026262	9,425.56
			Line Description: Part Invoices Repair Invoices		
0237475	05/20/22	P	Forensic Nurse Specialists Inc	0000014039	850.00
			Line Description: Victim Physicals		
0237476	05/20/22	P	G & D Auto Body & Paint	0000004786	2,629.91
			Line Description: 712-Body Paint Repairs		
0237477	05/20/22	P	GIT Satellite LLC	0000019742	62.48
			Line Description: Srvc Dates 4/1-4/30/22		
0237478	05/20/22	P	Glenn Lukos & Associates Inc	0000011626	6,995.19
			Line Description: Vernal Pools Restoration Proj		
0237479	05/20/22	P	Jeffrey Harlan	0000020142	62.00
			Line Description: ICSC Trade Show-JH		
0237480	05/20/22	P	Jimmy Vivar	0000029412	400.00
			Line Description: Planning Comm Mtng-May 2022		
0237481	05/20/22	P	Jonathan Zich	0000026312	400.00
			Line Description: Planning Comm Mtng-May 2022		
0237482	05/20/22	P	Jones & Mayer	0000014653	8,084.49



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #109275-Carrera #109289-Bernede #109274-Carranza #109287-Shalhoub #109276-Donaldson #109280-Leaman #109286-Sauer #109278-Hauck #109272-Camp #109292-Sharpnack #109291-OC Catholic Worker #109279-Insight Psychology #109273-Casa Capri #109282-NMUSD CEQA #109284-RD X Catalyst #109285-Redhill Lokat #109290-Delhi Channel #109281-Leaman/Freeman #109283-Ohio House LLC #109271-440 Fair/1179 NP #109277-H3 Ministries App		
0237483	05/20/22	P	Jose Rojas	0000029411	400.00
			<i>Line Description:</i> Planning Comm Mtng-May 2022		
0237484	05/20/22	P	Knorr Systems Inc	0000005036	486.53
			<i>Line Description:</i> Carbon Dioxide Delivery DRC		
0237485	05/20/22	P	Michael Balliet	0000008858	8,202.50
			<i>Line Description:</i> 3/9-4/15/22 Consulting		
0237486	05/20/22	P	National Data & Surveying Services	0000021249	1,690.00
			<i>Line Description:</i> 24hr ADT/Speed-Various Location 24Hr ADT/Speed-Virvinia/Orange 24 Hr ADT/Speed-Sierks/Orange-		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 24hr ADT/Speed-Various Lcation 24hr ADT/Speed-Various Lcation		
0237487	05/20/22	P	Newport Mesa Unified School District	0000003339	1,247.50
			<i>Line Description:</i> Bus Transportation 4/14/22 Bus Transportation 4/15/22 Bus Transportation 4/12/22 Bus Transportation 4/13/22		
0237488	05/20/22	P	Nico Hospitality LLC	0000028926	107.99
			<i>Line Description:</i> PD Referral/Homeless Outreach		
0237489	05/20/22	P	Pat Hill	0000002532	188.50
			<i>Line Description:</i> Instructor Payment-Spring 2022		
0237490	05/20/22	P	Patricia Glead	0000029317	1,950.00
			<i>Line Description:</i> Preparation and Classroom Time		
0237491	05/20/22	P	Paulette Suiter	0000026820	149.50
			<i>Line Description:</i> Instructor Payment-Spring 2022		
0237492	05/20/22	P	Russell Toler	0000029127	400.00
			<i>Line Description:</i> Planning Comm Mtng-May 2022		
0237493	05/20/22	P	Scott Drapkin	0000029663	62.00
			<i>Line Description:</i> ICSC Trade Show-SD		
0237494	05/20/22	P	Sigler Wholesale Distributors	0000027089	11,004.51
			<i>Line Description:</i> HVAC Units & Equipment HVAC Units & Equipment HVAC Units & Equipment		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237495	05/20/22	P	Skyhawks Sports Academy LLC	0000004040	2,280.20
			Line Description: Instructor Payment-Spring 2022		
0237496	05/20/22	P	South Coast Air Quality Mgmt District	0000003939	143.88
			Line Description: Annual Hot Spot Fee-PD		
0237497	05/20/22	P	South Coast Emergency Vehicle Services	0000003643	173.61
			Line Description: 526-Drain Value		
0237498	05/20/22	P	Southwest Lift & Equipment Inc	0000025759	3,075.00
			Line Description: Shop Hoist Inspection & Repair		
0237499	05/20/22	P	Spok Inc	0000023059	86.20
			Line Description: Equipment		
0237500	05/20/22	P	The Bubble Rollers & Emerald Events	0000029271	1,375.00
			Line Description: Trackless Train Springfest 22		
0237501	05/20/22	P	The CPR Lady	0000020265	4,259.50
			Line Description: Administrative Fee		
			AHA BLS Provider eCards		
			AHA BLS Provider Key Codes		
0237502	05/20/22	P	Turnout Maintenance Company LLC	0000020182	1,804.15
			Line Description: Turnout Cleaning		
			Turnout Cleaning		
			Turnout Cleaning		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Page No. 9

Run Date May 20,2022

Run Time 1:50:37 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237503	05/20/22	P	Uline	0000010970	1,152.16
			Line Description: Supplies for Property		
0237504	05/20/22	P	United Rentals Northwest Inc	0000010121	231.66
			Line Description: Concrete and Mixer		
0237505	05/20/22	P	VincentBenjamin	0000024972	2,319.20
			Line Description: Roy Alzua-w/e 4/24/2		
0237506	05/20/22	P	Ware Disposal Inc	0000000255	9,254.10
			Line Description: BULKY ITEM COLLECTION SERVICES Solid Waste-April 2022		
0237507	05/20/22	P	Zoll Medical Corporation	0000021290	3,486.48
			Line Description: Supplies		
TOTAL					\$614,776.90

End of Report

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013535	05/27/22	P	Costa Mesa Employees Association	0000006284	2,949.56
<i>Line Description:</i> Payroll Deduction Ck-2211					
013536	05/27/22	P	Costa Mesa Executive Club	0000006286	75.00
<i>Line Description:</i> Payroll Deduction Ck-2211					
013537	05/27/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
<i>Line Description:</i> Payroll Deduction Ck-2211					
013538	05/27/22	P	Costa Mesa Police Association	0000001819	7,200.00
<i>Line Description:</i> Payroll Deduction Ck-2211					
013539	05/27/22	P	Costa Mesa Police Management Assn	0000005082	225.00
<i>Line Description:</i> Payroll Deduction Ck-2211					
<b>TOTAL</b>					<b>\$18,249.83</b>

0 \* \*

18,249.83 +  
454,313.73 +  
2,247.87 +  
1,317,977.75 +

004

1,792,789.18 \*

Bank: CITY  
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237508	05/24/22	P	Horizons Construction Co Intl Inc	0000022423	439,931.25
		Line Description:	Retention Payable #700115 JHSC Prking Proj#21-05 #700115		
0237509	05/24/22	P	Bracken's Kitchen Inc	0000029468	14,382.48
		Line Description:	Shelter Meal Svc 3/28-4/10/22 Shelter Meal Svc 3/14-3/28/22		
TOTAL					\$454,313.73

Bank: CITY  
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237510	05/27/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction Ck-2211		
0237511	05/27/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction Ck-2211		
0237512	05/27/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction Ck-2211		
0237513	05/27/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction Ck-2211		
0237514	05/27/22	P	State of California	0000001546	1,140.44
			Line Description: Payroll Deduction Ck-2211		
TOTAL					\$2,247.87

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237515	05/27/22	P	AFLAC	0000012253	23,649.77
			Line Description: Accidental Insurance Prem-May Cancer Insurance Premium-May22 STD Insurance Premium-May 2022		
0237516	05/27/22	P	Admin Sure Inc	0000021568	16,154.80
			Line Description: Workers Comp Admin Fee-Jun 22		
0237517	05/27/22	P	Benefit Coordinators Corp	0000029594	40,401.10
			Line Description: Delta Dental/VSP Prem-June 22		
0237518	05/27/22	P	BrightView Landscape Services Inc	0000026055	187,131.42
			Line Description: Citywide Landscape Apr 22		
0237519	05/27/22	P	Care Ambulance Service Inc	0000019807	73,625.00
			Line Description: Ambulance Svs 4/16-4/30/22		
0237520	05/27/22	P	Clean Street	0000001098	64,946.22
			Line Description: Bus Shelter Pressure Wash-Apr NPT/19th Pressure Wash-Apr 22 Street Sweeping-Apr 2022		
0237521	05/27/22	P	County of Orange	0000007209	48,661.00
			Line Description: 800 Mhz Fee 4/1-6/30/22		
0237522	05/27/22	P	Executive Facilities Services Inc	0000029510	48,379.31
			Line Description: Janitorial Services-COMM Janitorial Services-NHCC Janitorial Services-WSS Janitorial Services-DRC Janitorial Services-BCC		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> Janitorial Services-PD Janitorial Services-Fairview P Janitorial Services-All Parks Janitorial Services-CY new Janitorial Services-Brdge Shlt Janitorial Services-City Hall Janitorial Services-SR CTR Janitorial Services-FS 1-6 Janitorial Services-CY old					
0237523	05/27/22	P	KOA Corporation	0000003129	16,650.00
<i>Line Description:</i> Npt Blvd Rehab 2/28-3/27/22					
0237524	05/27/22	P	LINA	0000015623	26,980.34
<i>Line Description:</i> Cigna LTD Admin Fee-Apr 22 LTD Ins Prem-May 2022 Retiree Life Ins Prem-May 22 Life & AD & D Ins Prem-May 22 Voluntary Life Ins Prem-May 22					
0237525	05/27/22	P	Mercy House	0000003138	15,541.15
<i>Line Description:</i> FY21-22 CDBG-CV Q3					
0237526	05/27/22	P	Mutt Mitt	0000025024	39,882.40
<i>Line Description:</i> Doggy Bags					
0237527	05/27/22	P	National Demographics Inc	0000029178	50,000.00
<i>Line Description:</i> Redistricting Mapping					
0237528	05/27/22	P	Newport Center Animal Hospital	0000025961	20,000.00
<i>Line Description:</i> Animal Transport Fees					

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237529	05/27/22	P	Park Consulting Group, Inc	0000029398	61,000.00
			Line Description: Professional Services Agreemen LMS Sprint 3 Milestone 2		
0237530	05/27/22	P	RJ Noble Company	0000003828	74,424.64
			Line Description: Retention Payment #400015 StreetRehab Proj#20-18 #400015		
0237531	05/27/22	P	Southern California Edison Company	0000004088	196,550.81
			Line Description: Street Lights 3/30-4/30/22 Park Maint 04/1-4/30/22 Fac & Equip 4/1-4/30/22 1570 Adams 3/23-4/21/22 3175 Airway 6/10/21-5/10/22 NCC 3/30-4/28/22 Signals 3/8-4/6/22 3120 Manistree 3/24-4/24/22		
0237532	05/27/22	P	Time Warner Cable	0000011202	18,854.54
			Line Description: 2310 Placentia Ave A Inter.Cab Cable Box Upgrade for 2nd Fl 3175 Airway Ave B Ethernet NCC Internet (New Bldg) HVAC Alarm-Basement @ CityHall Internet Fiber Srvcs-Various HVAC Alarm-Library Cable Services for City Hall Cable Services for City Hall Cable Services for City Hall		
0237533	05/27/22	P	Vortex Industries Inc	0000004437	50,081.22
			Line Description: Communication App Bay Doors		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237534	05/27/22	P	AG Witt, LLC	0000029482	133.75
			Line Description: PROFESSIONAL SERVICE AGREEMENT		
0237535	05/27/22	P	AT & T	0000001107	4,250.78
			Line Description: IT Computer Room		
			Tewinkle Park 4/7-5/6/22		
			Cool Line for PD 4/7-5/6/22		
			PD Emergecy Line 4/4-5/3/22		
			DRC Alarm 4/4-5/3/22		
			Estancia Park 4/3-5/2/22		
			Small Wood Park 4/6-5/5/22		
			Wakeham Park		
			DSL Line Traffic Operation 4/7		
			Outgoing Trunk Line 4/4-5/3/22		
			Senior Center Fire Alarm 3/15-		
			800 Mhz Radio Link 4/1-4/30/22		
			DID Trunk Line 4/4-5/3/22		
			WSS Alarm 3/27-4/26/22		
			PD DSL Line 3/27-4/26/22		
			Lions Park Baseball Field 3/24		
			Ncc Fire Alarm 3/24-4/23/22		
			Sr Center DSL Bldg Maint Staff		
0237536	05/27/22	P	AT & T Teleconference Services	0000001107	68.84
			Line Description: Internet Skate Park Camera &TC		
0237537	05/27/22	P	Advantec Consulting Engineers Inc	0000021528	6,580.00
			Line Description: Fairview Traffic Proj-Mar 22		
			Fairview TSSP-Apr 2022		
0237538	05/27/22	P	Air Exchange Inc	0000024177	717.36
			Line Description: Vehicle Exhaust System Maint.		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237539	05/27/22	P	Akeso Occupational Health	0000029274	508.01
			Line Description: Pre Employment Physical		
			Safety Physical		
			Safety Physical		
0237540	05/27/22	P	All City Management Services Inc	0000009480	11,091.77
			Line Description: School Crossing Guard Svcs		
0237541	05/27/22	P	Atkinson Andelson Loya Ruud & Romo	0000027289	4,106.15
			Line Description: General-April 2022		
			Litigation-April 2022		
0237542	05/27/22	P	Axon Enterprise Inc	0000027317	2,050.48
			Line Description: Credit Memo		
			Taser		
			Taser Batteries		
			Credit Memo		
0237543	05/27/22	P	Blue Cosmo	0000026920	705.25
			Line Description: Satellite Phone Svcs-May 2022		
0237544	05/27/22	P	Bound Tree Medical LLC	0000011695	4,027.11
			Line Description: EMS Suppliesa		
			EMS Supplies		
			EMS Supplies		
0237545	05/27/22	P	Bracken's Kitchen Inc	0000029468	6,690.20
			Line Description: Bridge Shelter Food 4/25-4/29		
0237546	05/27/22	P	CAPF	0000004755	2,271.50
			Line Description: Firefighter LTD-May 2022		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237547	05/27/22	P	CARB/PERP	0000029666	805.00
			Line Description: Portable Generator Reg Fee		
0237548	05/27/22	P	CBE	0000015149	268.30
			Line Description: COPIER MAINTENANCE		
			COPIER MAINTENANCE		
0237549	05/27/22	P	CDCE Inc	0000019481	8,807.52
			Line Description: Panasonic Toughbook FZ-G2		
			Sales Tax 7.75%		
			Recycling Fee for Monitors		
			Panasonic Toughbook CF-33 MK2		
			Panasonic: 4th & 5th yrs. Publ		
			Pre-Installed 2D Barcode Reade		
0237550	05/27/22	P	CDW Government Inc	0000005402	4,396.80
			Line Description: License&Maint. for Qty5		
			FUJITSU FI-7160 COL DUPLX-char		
			Dell 24 in. Monitors: Qt 2		
			VMWARE SUPPORT AND SUBSCRIPTIO		
			Sales Tax 7.75%		
			Verbatim 32gb USB Flash Drive		
			Sales Tax 7.75%		
			Verbatim 64gb USB Flash Drive		
			Edge 256GB Diskgo		
0237551	05/27/22	P	Cabco Yellow Inc	0000028576	25.00
			Line Description: HOMELESS TRANSPORTATION		
0237552	05/27/22	P	California Forensic Phlebotomy Inc	0000001500	3,026.44
			Line Description: Blood Drawn Svc-Apr 2022		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237553	05/27/22	P	Canon Financial Services Inc	0000023241	619.02
			Line Description: COPIER LEASE for WSS 12/21 Copier Lease for WSS 1/22 COPIER LEASE for WSS May 22		
0237554	05/27/22	P	Carl Warren & Company	0000001578	3,795.00
			Line Description: Wkrs Claim Admin Fee-Mar 2022		
0237555	05/27/22	P	Chandler Asset Management	0000022081	4,357.30
			Line Description: Investment Mgmt Svc-Apr 22		
0237556	05/27/22	P	Chris Corn	0000029671	312.06
			Line Description: Property Damage Stlmnt 3/11/22		
0237557	05/27/22	P	Circus Joy	0000029376	250.00
			Line Description: Service Award Entrainment		
0237558	05/27/22	P	City of Irvine	0000002713	1,000.00
			Line Description: Tuition-Basic Law Enf Motorcyc		
0237559	05/27/22	P	Cool Shades Painting Inc	0000029361	8,730.00
			Line Description: Painting Svcs @ Lions Park/the		
0237560	05/27/22	P	Crash Data Group Inc	0000025364	1,492.44
			Line Description: Bosch CDR Software Subscriptio Direct to Module Cable for Tes		
0237561	05/27/22	P	Damon Levy	0000029670	11,536.85

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Property DanageStlmnt-11/24/21		
0237562	05/27/22	P	Data Ticket Inc	0000010929	5,690.00
			Line Description: Prkng Citation Processing-Mar		
0237563	05/27/22	P	Dell Computer Corp	0000001962	2,873.37
			Line Description: COMPUTER EQUIPMENT		
0237564	05/27/22	P	ECKERSALL LLC	0000025412	1,330.00
			Line Description: GIS Consulting 4/18-4/28/22		
0237565	05/27/22	P	Eagle Print Dynamics	0000026736	98.52
			Line Description: Ladies Jacket		
0237566	05/27/22	P	Ecolab Pest Elimination	0000024420	1,255.75
			Line Description: Pest Control Services-Apr 22		
0237567	05/27/22	P	Enterprise Rent A Car	0000002131	7,998.95
			Line Description: Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
0237568	05/27/22	P	Federal Technology Solutions Inc	0000024174	4,162.60
			Line Description: Install 2 Category 6 4pr cable		
			Install 2 Category 6 4pr cable		
0237569	05/27/22	P	Ferguson Enterprises Inc #1350	0000007785	563.82

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0237570	05/27/22	P	G & D Auto Body & Paint	0000004786	365.58
			Line Description: Body Panel		
0237571	05/27/22	P	G & W Towing	0000002289	35.00
			Line Description: Towing Unit #719		
0237572	05/27/22	P	Galls LLC	0000002297	371.33
			Line Description: Uniform-Catouse		
0237573	05/27/22	P	Gary Armstrong	0000021740	850.00
			Line Description: Expert Witness Svs 3/16-4/1/22		
0237574	05/27/22	P	General Data Company	0000023334	740.75
			Line Description: Printer Repair Printer Repair Printer Repair		
0237575	05/27/22	P	Grainger	0000002393	2,390.32
			Line Description: PD-Gun Range Warehouse Floor Stock		
0237576	05/27/22	P	HdL Coren & Cone	0000007882	316.36
			Line Description: Base Fee		
0237577	05/27/22	P	Hinderliter De Llamas & Associates	0000002537	3,500.00
			Line Description: Cannabis Svs-Apr 2022		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237578	05/27/22	P	Huntington Beach Honda	0000019158	894.26
			Line Description: Uniform Helmet R. Novikoff Uniform Helmet H. Gallegos		
0237579	05/27/22	P	Irv Seaver Motorcycles	0000010272	31.59
			Line Description: 626- Parts		
0237580	05/27/22	P	Jeffrey Brian Abbit	0000029375	500.00
			Line Description: Service Award Entertainment		
0237581	05/27/22	P	LN Curtis & Sons	0000002983	3,617.07
			Line Description: Sales Tax Shipping Red Truckee Wildland Bag Large Yellow Cal Fire Nomex W Sales Tax Red Truckee Wildland Bag Sales Tax		
0237582	05/27/22	P	Liebert Cassidy Whitmore	0000002960	537.00
			Line Description: Legal Services March 2022		
0237583	05/27/22	P	Lincoln Aquatics	0000025415	78.00
			Line Description: Aquatics Equipment		
0237584	05/27/22	P	Lorna Lytle	0000016836	742.51
			Line Description: Refund LTD 12/7/19-5/14/21		
0237585	05/27/22	P	Los Angeles Times	0000003000	1,116.10
			Line Description: Classified Ad		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237586	05/27/22	P	Magic Jump Rentals Orange County LLC	0000029291	450.65
			Line Description: SPRINGFEST ENTERTAINMENT		
0237587	05/27/22	P	Material Damage Appraisal	0000003084	342.00
			Line Description: Settlement 3029749 3027424		
			Settlement 3029749 3027424		
0237588	05/27/22	P	MetLife Legal Plans Inc	0000014707	2,613.00
			Line Description: Pre Legal- May 22		
0237589	05/27/22	P	Mvix Inc	0000024522	4,476.00
			Line Description: Shipping Fees		
			Sales Tax 7.75%		
			Sales Tax Payable		
			Monthly Managed Svcs		
			Professional Training		
			Implementation Assistance		
			Xhibit Plus Digital Signage Sy		
0237590	05/27/22	P	National Data & Surveying Services	0000021249	105.00
			Line Description: 24hr ADT/Speed-Flower/Tustin-I		
0237591	05/27/22	P	National Safety Compliance Inc	0000020714	266.30
			Line Description: DOT Random Drug Testing Progra		
0237592	05/27/22	P	Niki Parker	0000002913	100.00
			Line Description: Instructor Pymnt-Spring 22		
0237593	05/27/22	P	Norco Trailers	0000029661	10,005.94
			Line Description: Sales Tax		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Cash Price Accessories Ca. Tire Fee Doc Prep EV Reg/Transfer		
0237594	05/27/22	P	Nutrien AG Solutions Inc	0000026392	5,152.03
			<i>Line Description:</i> Field Marking Material Fertilizer for Sports Fields Materials for Algae Control		
0237595	05/27/22	P	O Neil Storage	0000018395	224.68
			<i>Line Description:</i> Document Storage Document Storage		
0237596	05/27/22	P	OC Audio Visual Solutions	0000023391	3,380.00
			<i>Line Description:</i> Audio & Visual Services for Em		
0237597	05/27/22	P	Occu Med	0000003388	2,276.50
			<i>Line Description:</i> Pre-Employment Physicals		
0237598	05/27/22	P	Orange County Health Care Agency	0000000492	133.00
			<i>Line Description:</i> Annual Inspection of Corp Yard		
0237599	05/27/22	P	Pacific Advanced Civil Engineering Inc	0000014386	5,272.50
			<i>Line Description:</i> Progress Payment Tewinkle Lke		
0237600	05/27/22	P	Planning Directors Association of OC	0000003646	125.00
			<i>Line Description:</i> 22 Annual PDAOC Mbrshp		
0237601	05/27/22	P	Post Alarm Systems Inc	0000026907	103.95

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Bridge Shltr Fire Inspect Jn22		
0237602	05/27/22	P	Prado Family Shooting Range	0000017668	700.00
			Line Description: Range Fees for May 2022 Range Fees for May 2022		
0237603	05/27/22	P	Premier Security Services Inc	0000002633	1,062.98
			Line Description: CELLULAR ALARM INSTALLATION SALES TAX (7.75%) CELLULAR ALARM INSTALLATION SALES TAX (7.75%)		
0237604	05/27/22	P	Priority Landscape Services LLC	0000026592	9,488.00
			Line Description: Tree Maint Svc-Mar 22 Tree Maint Svc-Apr 2022		
0237605	05/27/22	P	Quality Code Publishing	0000025378	3,025.50
			Line Description: CM Muni Code Codification Srvc		
0237606	05/27/22	P	RK Engineering Group Inc	0000025933	880.00
			Line Description: CrossFit		
0237607	05/27/22	P	Ralph Andersen & Associates	0000005601	7,500.00
			Line Description: Consulting-Recruitment		
0237608	05/27/22	P	SHI International Corp	0000016007	7,074.02
			Line Description: COMPUTER EQUIPMENT COMPUTER EQUIPMENT Hard Drive USB Memory Card Reader		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237609	05/27/22	P	Saddleback College BGS 103	0000005035	360.00
			Line Description: NatnlRegistryExam Diamond Hibba		
0237610	05/27/22	P	Siemens Industry Inc	0000002904	2,624.56
			Line Description: CH A/C Sensor Replacement		
0237611	05/27/22	P	Sims Orange Welding Supply Inc	0000004030	53.01
			Line Description: Welding supplies		
0237612	05/27/22	P	South Coast Air Quality Mgmt District	0000003939	143.88
			Line Description: Annual HotSpotFee City Hall		
0237613	05/27/22	P	Southern California Gas Company	0000004092	6,184.22
			Line Description: FS #1 3/29-4/27/22		
			BCC 3/25-4/27/22		
			FS #2 3/24-4/26/22		
			DRC 3/24-4/22/22		
			FS #3 3/24-4/22/22		
			Sr Center 3/24-4/22/22		
			567 W 18th 3/24-4/22/22		
			3175 Airway 4/13-5/12/22		
			2310 Placentia/25-4/25/22		
			FS #6 3/31-4/29/22		
			PD 3/25-4/25/22		
			FS \$4 3/245-4/25/22		
			721 James St 3/24-4/22/22		
			NCC 3/24-4/22/22		
			717 JamesSt 3/24-4/22/22		
			DRC Pool 3/24-4/22/22		
			1870 Anaheim 3/24-4/22/22		
			FS #5 3/25-4/25/22		
			Telecomm 3/25-4/25/22		
			2300 Placentia 3/25-4/25/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237614	05/27/22	P	Spectrum Gas Products	0000012653	253.60
		<i>Line Description:</i>	Cylinder Renewal-FS #3		
			Cylinder Renewal-FS #5		
			Cylinder Renewal-FS #4		
			Cylinder Renewal-FS #2		
0237615	05/27/22	P	Staples Advantage	0000024532	5,515.33
		<i>Line Description:</i>	Supplies-Police		
			Supplies-NCC		
			Supplies- IT		
			Supplies- HR		
			Supplies-Dev Svs		
			Supplies-Finance		
			Supplies- Dev Svs		
			Supplies-Dev Svcs		
			Supplies- Balearic ROCKS		
			Supplies- City Clerk		
			Supplies- PS Admin		
			Supplies- Balearic		
0237616	05/27/22	P	State of California Dept of Justice	0000001534	343.00
		<i>Line Description:</i>	Livescan		
0237617	05/27/22	P	Stradling Yocca Carlson & Rauth	0000004168	258.00
		<i>Line Description:</i>	Legal Svc-James St		
0237618	05/27/22	P	Sunset Detectives	0000026756	2,400.00
		<i>Line Description:</i>	Background Investigations		
0237619	05/27/22	P	Triton Technology Solutions Inc	0000021687	600.00
		<i>Line Description:</i>	Service Call Labor		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237620	05/27/22	P	Turnout Maintenance Company LLC	0000020182	585.86
			Line Description: Turnout Cleaning Turnout Cleaning		
0237621	05/27/22	P	Twist & Shout Event Inc	0000029643	650.00
			Line Description: ENTERTAINMENT AGREEMENT		
0237622	05/27/22	P	US Bank	0000002228	6,793.18
			Line Description: PARS Deduction Ck 22-08 PARS Dedcution Ck-2209		
0237623	05/27/22	P	United Rentals Northwest Inc	0000010121	933.65
			Line Description: Comm App Bay Door		
0237624	05/27/22	P	Verizon Wireless	0000008717	10,631.76
			Line Description: Finance Phone Svc- 3/18-4/17 PS Phone Service 3/18-4/17 PCS Phone Svc- 3/18-4/17 IT Phone Svc- 3/18-4/17 Fire Phone Svc- 3/18-4/17 CM Phone Svc 3/18-4/17 One Net 3 Broadband Svc Mar22 PD Cell Phones 3/16-4/15/22 BroadBand Srvcs Sub New Ntwrk		
0237625	05/27/22	P	Vulcan Materials Company	0000007403	220.68
			Line Description: Assphalt for Patching Asphalt for potholes&sidewalk		
0237626	05/27/22	P	WEX Health Inc	0000029308	441.00
			Line Description: FSA Fees- April 2022		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237627	05/27/22	P	Williams Data Management	0000018803	871.46
			Line Description: DATA STORAGE- April 22 DATA STORAGE-March 2022		
0237628	05/27/22	P	Wintech Solutions Inc	0000012563	1,125.00
			Line Description: Solar film install for FS#3-2n		
0237629	05/27/22	P	Zoll Medical Corporation	0000021290	5,621.85
			Line Description: EMT Supplies		
0237630	05/27/22	P	Zumar Industries Inc	0000004622	1,015.13
			Line Description: Digital Frame 55Fwy Lft2 Lanes		
					<b>TOTAL \$1,317,977.75</b>





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-729

**Meeting Date:** 6/7/2022

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**TITLE:**

MINUTES

**DEPARTMENT:** City Manager's Office/City Clerk's Division

**RECOMMENDATION:**

City Council approve the Minutes of the Regular meetings of May 3, 2022, May 17, 2022, and the Study Session minutes of May 10, 2022.



## **CITY OF COSTA MESA**

### **REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY - MINUTES**

**MAY 3, 2022 - 4:00 P.M.**

#### **Closed Session**

**CALL TO ORDER** - The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

#### **ROLL CALL**

Present: Council Member Chavez, Council Member Reynolds (arrived 4:02 p.m.), Council Member Harlan, Mayor Pro Tem Marr, and Mayor Stephens.

Absent: Council Member Gameros and Council Member Harper.

#### **PUBLIC COMMENTS – NONE.**

#### **CLOSED SESSION ITEMS:**

**1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: Katherine Sherouse individually and doing business as Camp Lila v. City of Costa Mesa, et al., United States District Court, Central District of California, Civil Action No. 8:22-cv-00756-JVS-ADSx

**2. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION**

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: RDX CATALYST – COSTA MESA LLC, a California limited liability Company v. City of Costa Mesa, Orange County Superior Court of California, Case No. 30 2021 01214880 CU WM CJC

**3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.

**4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION – ONE CASE**

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa, U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session adjourned at 5:20 p.m.

**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY  
MAY 3, 2022 – 6:00 P.M.**

**CALL TO ORDER** - The Regular City Council and Successor Agency to the Redevelopment Agency and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

Led by Mariachi Juvenil Herencia Michoacana and Council Member Harlan led the Pledge of Allegiance.

**MOMENT OF SOLEMN EXPRESSION**

Led by Pastor Christine Wallington, Seventh Day Adventist Church.

**ROLL CALL**

Present: Council Member Chavez, Council Member Gameros (via Zoom), Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Absent: Council Member Harper

**CITY ATTORNEY CLOSED SESSION REPORT** - No reportable action.

**PRESENTATIONS:**

Mayor Stephens presented a proclamation for Asian American Pacific Islander Heritage Month to Kelani Silk.

Mayor Stephens presented a proclamation for Lupus Awareness Month to Mayala Gaerlan.

Mayor Stephens presented a proclamation for National Bike Month to The Cyclist, the Unlikely Cyclist, and The Electric Bike Company.

Presentation by Adam Eliason on the Orange County Housing Finance Trust.

**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Written communications were received from Ms. Duarte and Cynthia McDonald.

Flo Martin, Costa Mesa, spoke on the accomplishments and progress with Bikeability and Walkability since the inception of the Active Transportation Committee and thanked Raja Sethuraman, Jennifer Rosales and Brett Atencio Thomas.

Marc Vukceovich, Costa Mesa, spoke on attending the California Bicycle Coalition Summit 2022 on Bikeability, including Quick Builds, Bike Education, and how to fund projects.

David Martinez, Costa Mesa, pulled consent calendar items #5 and #6, spoke on bicycle safety, updating the safe routes to school map, and spoke on funding the installation of bike racks at local businesses.

Kim Hendricks, Costa Mesa, spoke on the Fairview Park Alliance and volunteering on projects at Fairview Park, spoke on Earth Day and lack of coordination with the Fairview Park Alliance, and requested changing Concerts in the Park to another park instead of Fairview Park.

Speaker spoke on problems with a food truck on Newport Boulevard, thanked Chief Lawrence for his attention to the matter, spoke on waiting on an investigation and police report, and problems associated with no restroom and operating hours.

Wendy Leece, Costa Mesa, thanked Kim Hendricks for the Fairview Park Alliance PowerPoint, spoke on Measure AA to preserve Fairview Park, spoke on the Earth Day tour at Fairview Park and the lack of coordination with the Fairview Park Alliance, and spoke on phone calls to the city not being returned.

Speaker spoke on meeting with the Police Department staff regarding a food truck incident, and spoke on problems associated with the food truck.

Speaker spoke on problems associated with the food truck and requested a restraining order and having the food truck removed from the area.

Hank Castignetti, spoke in remembrance of Gary Kimble.

Carlia Oldfather, Director of Program and Business Operations for Stand Up for Kids Orange County, spoke on homelessness and students in need of housing.

### **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Council Member Harlan reported on taping the Costa Mesa Now podcast on Costa Mesa Eastside eateries, and congratulated Eat Chow on their 10<sup>th</sup> Anniversary and Mi Casa celebrating 50 years.

Council Member Reynolds requested follow up on the food truck complaints, spoke on attending a meeting with the Orange County Human Relations team and working on a campaign against hate crimes, thanked the Chamber of Commerce for their work in promoting local businesses, spoke on bike racks in front of businesses and not in the back, spoke on a letter of support for acquisition of Banning Ranch, thanked staff for Arbor Day events, acknowledged community organizations that volunteered including Fairview Park Alliance, spoke on Bike to School Day Wednesday, May 4<sup>th</sup>, thanked Hank Castignetti for remembrance of Gary Kimble and requested to adjourn the meeting in honor of him.

Council Member Chavez commended the Police Chief for addressing citizen concerns, spoke on attending a tree planting event, requested Shalimar Drive be open to parking for everyone, requested dedicated funding for rental assistance and additional public outreach, spoke on planting white clovers instead of grass at the dog park, spoke on AB 2439 regarding converting DMV buildings into affordable housing, and spoke in memory of Julian Collin Zuniga, a student that passed away from a fentanyl overdose and requested to adjourn in memory of her.

Mayor Pro Tem Marr thanked Hank Castignetti for the remembrance of Gary Kimble, reported on attending Cal Cities Public Safety meeting and discussions on legalizing Cannabis, spoke on a ride-along with the police department, thanked staff for the CIP Study Session, and acknowledged and thanked all for Public Service Week.

Mayor Stephens spoke on Public Service Week and thanked all employees for their service, spoke on adjourning the meeting in memory of Joanne Taylor, spoke on the OC Marathon, tree planting, will be attending an interfaith prayers breakfast, and spoke on the ducks killed at Tewinkle Park.

**REPORT – CITY MANAGER** - Susan Price, Assistance City Manager, spoke on funding for rental assistance, spoke on two organizations to contact, Serving People in Need 714-751-1101 and Families Forward 949-552-2727, spoke on the Earth Day Festival, spoke on an Earth Day survey, and Happy Public Services Week.

**REPORT – CITY ATTORNEY – NONE.**

#### **CONSENT CALENDAR (Items 1-6)**

**MOVED/SECOND:** Council Member Chavez/Council Member Harlan

**MOTION:** Approve recommended actions for Consent Calendar Item Nos. 1 through 6 except for items 5 and 6 which were pulled from the Consent Calendar.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: Council Member Harper

Motion carried: 6-0

#### **1. PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS**

**ACTION:**

City Council, Agency Board, and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

#### **2. READING FOLDER**

**ACTION:**

City Council received and filed Claims received by the City Clerk: Linda Fredrick Oneill; Debra Von Trapp.

### **3. ADOPTION OF WARRANT RESOLUTION**

**ACTION:**

City Council approved Warrant Resolution No. 2679

### **4. MINUTES**

**ACTION:**

City Council approved the Minutes of the Regular meeting of April 5, 2022.

### **AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR**

### **5. WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-01**

Presentation by Mr. Sethuraman, Public Services Director, Mr. Yang, City Engineer, and Mr. Atencio Thomas, Active Transportation Coordinator.

**Public Comments:**

Written communications were received from Cynthia McDonald on this item.

Flo Martin, Costa Mesa, spoke on speeding and reckless driving on Fair Drive and on Wilson Street, the need for more patrol officers issuing citations, and requested revising the plans on the project.

Marc Vukceovich, Costa Mesa, provided a PowerPoint presentation, requested a bike box at Wilson St., requested a sidewalk connection instead of a dirt patch, requested painted bulb outs, marked crosswalks at Wilson Street and Pomona Ave., and a mid-block crossing between Maple and Minor St.

David Martinez, Costa Mesa, provided a PowerPoint presentation, spoke on the Wilson Street & Harbor intersection, spoke on a Class II Street, additional crosswalks, and suggested the Active Transportation Committee to review.

Rick Huffman, Costa Mesa, suggested the plans be provided to the Active Transportation Committee prior to coming before Council.

Jennifer Tanaka, Costa Mesa, spoke in support of the Wilson Street plans, thanked staff for combining with the Mesa Water project.

Cynthia McDonald, Costa Mesa, spoke on the class 2 and class 3 bike lanes, the area between Fairview and Harbor, and bus lanes.

**MOVED/SECOND:** Council Member Reynolds/Mayor Stephens

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: Council Member Harper

Motion carried: 6-0

**ACTION:**

1. City Council adopted plans, specifications, and working details for the Wilson Street Improvement Project, City Project No. 22-01.
2. Awarded a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$1,795,390.50 (Base Bid including Additive Bids).
3. Authorized the City Manager and City Clerk to execute the PWA for All American Asphalt and future amendments to the agreements within Council authorized limits.
4. Authorized a ten percent (10%) contingency in the amount of \$179,539 for construction and unforeseen costs related to this project.
5. Approved a budget transfer, reallocating available Community Development Block Grant (CDBG) budget in the amount of \$600,000 to the Wilson Street Improvement Project.
6. Authorized appropriation of Gas Tax Fund balance in the amount of \$435,000 to the Wilson Street Improvement Project.

**6. AWARD OF CITYWIDE TRAFFIC SIGNAL MAINTENANCE CONTRACT**

**Public Comments:**

David Martinez, Costa Mesa, spoke on adding leading pedestrian intervals and automatic pedestrian signals.

**MOVED/SECOND:** Council Member Chavez/Council Member Reynolds

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: Council Member Harper

Motion carried: 6-0

**ACTION:**

1. City Council approved the Maintenance Services Agreement (MSA) with Yunex LLC for the maintenance of the City's traffic signals in an amount not to exceed \$400,000 annually, for an initial term of three (3) years with two (2) one-year renewal options for a total of five years.
2. Approved a 10% contingency annually for unforeseen costs relating to the City's traffic signals.
3. Authorized the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

City Council recessed into a break at 8:25 p.m.

City Council reconvened at 8:35 p.m.

-----**END OF CONSENT CALENDAR**-----

**PUBLIC HEARINGS:**

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

**1. FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS GRANT (HOME) PROGRAMS**

Presentation by Ms. Daily, Grant Administrator.

Michelle Murphey, spokesperson for the Housing and Public Services Ad Hoc Committee, spoke on the committee's selection process.

**Public Comments:**

Marc Vukceovich, Costa Mesa, requested clarification on the Mercy House high score and amount received not matching what was requested.

Michael Tou, new member of the Housing and Public Service Grants Committee, thanked staff and previous committee members for doing the work for this year's application process.

Madelynn Hirneise, with Families Forward, thanked staff for their consideration of grant opportunities; also, indicated Families Forward will participate in outreach efforts.



**MOVED/SECOND:** Council Member Harlan/Council Member Chavez

**MOTION:** Approve recommended actions

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: Council Member Harper

Motion carried: 6-0

**ACTION:**

1. City Council held a Public Hearing regarding the 2022-2023 Annual Action Plan.
2. Approved the allocation of \$1,137,737 for the Fiscal Year 2022-2023 Community Development Block Grant.
3. Approved the allocation of \$501,749 for the Fiscal Year 2022-2023 HOME Investment Partnerships Grant.
4. Adopted Resolution No. 2022-21 in order to:
  - a. Approve the 2022-2023 Annual Action Plan.
  - b. Authorize the City Manager, or the City Manager's designee, to submit the 2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development.
  - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the 2022-2023 Annual Action Plan.
5. Authorized the City Manager or designee to approve staff procedures and guideline for the implementation of CDGB- and HOME-funded programs.

**2. SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2021-2022 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE HOME-AMERICAN RESCUE PLAN (ARP) ALLOCATION PLAN**

Presentation by Ms. Daily, Grant Administrator.

**Public Comments:**

Madelynn Hirneise, with Families Forward, thanked city staff, noted they are seeing an increase in referrals, and spoke on the eviction moratorium.

Discussion ensued on Tenant Based Rental Assistance (TBRA), evictions due to the building being sold or remodeled, tailoring various programs to various housing scenarios, funding sources, addressing assistance for the mental health community, providing assistance to the Spanish population, utilizing SOY as a resource, and assistance for eviction prevention.

**MOVED/SECOND:** Mayor Stephens/Council Member Chavez

**MOTION:** Continue the item to a later date; hold another public hearing, and add assistance programs address to various housing scenarios.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: Council Member Harper

Motion carried: 6-0

**ACTION:**

1. City Council held a Public Hearing regarding the FY 2021-2022 Substantial Amendment to the Annual Action Plan.
2. Continued the item to a later date; schedule another public hearing, and add assistance programs address to various housing scenarios.

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

**1. RESIDENTIAL PERMIT PARKING PROGRAM**

Presentation by Ms. Rosales, Transportation Services Manager and Julie Dixon, President of Dixon Resources Unlimited.

Public Comments:

Written communications were received from Pat Shaffer, Jennifer Tanaka, Marc Vukceвич, and David Martinez on this item.

Marc Vukceвич, Costa Mesa, spoke on a letter written by Jennifer Tanaka, shared parking lots, single-family home garages, private parking costs, inducing demand, reducing prices for low income residents but not free, and where does the money go.

**MOVED/SECOND:** Council Member Chavez/Council Member Reynolds

**MOTION:** Approve recommended actions with the following change; for low income residents charge \$5 for the first permit, and \$10 for the second permit and the rest remains the same.

Council Member Harlan spoke on not supporting the motion with the proposed cost structure and requested more discussion.

Council Member Chavez spoke on not changing his current motion.

City Attorney Hall Barlow suggested tabling the specific fee amounts until the fee resolution comes back to council for adoption.

Discussion ensued regarding fee structure.

**SUBSTITUTE MOTION/SECOND:** Council Member Harlan/Mayor Pro Tem Marr

**SUBSTITUTE MOTION:** Approve recommended actions but do a fee study later for more specific details.

Mayor Stephens spoke on not supporting the substitute motion.

Discussion ensued on the timing of adjusting the fees and rate structure.

Council Member Harlan withdrew his motion with the understanding that the fees and rate structure would be coming back to council for further action.

**ORIGINAL MOTION/SECOND:** Council Member Chavez/Council Member Reynolds

**ORIGINAL MOTION:** Approve recommended actions with the following change; for low income residents charge \$5 for the first permit, and \$10 for the second permit and the rest stays the same.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: Council Member Harper

Motion carried: 6-0

**ACTION:**

1. City Council approved the revised Residential Permit Parking program guidelines and policies.
2. Approved an annual residential parking permit fee with an escalating rate structure and discount for qualifying low-income residents.
3. Authorized staff and the City Attorney to initiate amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking program and return to City Council for approval through the Public Hearing process.

**ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS - NONE**

**ADJOURNMENT** – The Mayor adjourned the meeting at 11:18 p.m. in memory of Gary Kimble, Joanne Taylor, Julian Collin Zuniga.

**Minutes adopted on this 7<sup>th</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Green, City Clerk

DRAFT



**City of Costa Mesa  
REGULAR STUDY SESSION OF THE CITY COUNCIL  
MAY 10, 2022 – 5:00 P.M. - Minutes**

**CALL TO ORDER** - The Study Session meeting was called to order by Mayor Stephens at 5:00 p.m.

**PLEDGE OF ALLEGIANCE** – Mayor Stephens led the Pledge of Allegiance.

**ROLL CALL**

Present: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Absent: None.

**STUDY SESSION ITEM:**

**1. FISCAL YEAR 2022-23 PROPOSED BUDGET STUDY SESSION**

Presentation by Ms. Farrell Harrison, City Manager, Ms. Molina, Finance Director, and Ms. Baca, Acting Budgeting and Purchasing Manager.

Public Comments: None.

Discussion ensued on the number of sworn staff in the Police Department, Measure Q revenues, part-time positions in the City Manager's Department, a first time home buyers program, the vehicle replacement fund, request for a five-year forecast, and the shift of the Network for Homeless Solutions to the City Manager's Department.

**ADJOURNMENT** – The Mayor adjourned the Study Session at 6:48 p.m.

**Minutes adopted on this 7<sup>th</sup> day of June, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

DRAFT



**CITY OF COSTA MESA  
REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY AND HOUSING AUTHORITY- MINUTES  
MAY 17, 2022 - 4:00 P.M. - Closed Session**

**CALL TO ORDER** - The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

**ROLL CALL**

Present: Council Member Chavez, Council Member Gameros, Council Member Harlan (Arrived 4:12 p.m.), Council Member Harper (Arrived 4:11 p.m.), Council Member Reynolds (Arrived 4:02 p.m.), Mayor Pro Tem Marr, and Mayor Stephens.

Absent: None.

**PUBLIC COMMENTS – NONE.**

**CLOSED SESSION ITEMS:**

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa, U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE
3. **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE**  
Pursuant to California Government Code Section 54956.9(d)(4), Potential Litigation
4. **THREAT TO SECURITY**  
Pursuant to California Government Code Section 54957(a),  
Consultation with: City Manager and Police Chief

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session adjourned at 5:35 p.m.

**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY  
MAY 17, 2022 – 6:00 P.M.**

**CALL TO ORDER** - The Regular City Council and Successor Agency to the Redevelopment Agency and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

Led by Mrs. McVeigh's second grade class from Sonora Elementary School and the Pledge of Allegiance led by Council Member Harper.

**MOMENT OF SOLEMN EXPRESSION**

Led by Pastor David Manne, Calvary Chapel, Costa Mesa

**ROLL CALL**

Present: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Absent: None.

**CITY ATTORNEY CLOSED SESSION REPORT** - No reportable action.

**PRESENTATIONS:**

Mayor Stephens presented a proclamation in honor of National Emergency Medical Services Week 2022.

Mayor Stephens presented a proclamation in honor of National Public Works Week 2022.

Mayor Stephens presented a proclamation in honor of Mental Health Awareness Month 2022.

**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Chris Corum, Costa Mesa, spoke on a fire at his house.

Marc Vukceovich, Costa Mesa, spoke in appreciation of the Public Services Department, advocated for mass transit options on Beach Blvd., spoke on state legislation regarding housing at DMV sites, and spoke on affordable housing.

Speaker, spoke on previous comments made against her at a former meeting, family owns a food truck and spoke on problems associated with the neighbors, and spoke on false accusations.

Speaker, spoke in support of the food truck and the services they provide.

Jimmy Vivar, Costa Mesa, thanked the Public Services Department, spoke on organizing a walk for blindness this Saturday, and warned about scammers in the community.



Hank Castignetti, Orange County Model Engineers, acknowledged Reina Cuthill for Love Costa Mesa Day, and free ride weekend.

Speaker, owner of the taco food truck, requested protection for her family, spoke on false accusations, spoke in support of small businesses, and spoke on hardships during the pandemic.

### **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Council Member Harlan thanked Transportation Services Department and the Police Department for coordination of the bike to school event, and thanked all volunteers for Love Costa Mesa Day.

Council Member Harper thanked staff for following up on public commenters, and spoke on urban coyotes.

Council Member Reynolds thanked volunteers for Love Costa Mesa Day, thanked the public works team, spoke on mental health proclamations and bike to school day, spoke on a bike day workshop on Friday, May 20<sup>th</sup>, congratulated youth the Mariachi group for placing second at the Battle of the Mariachi in the youth category.

Council Member Chavez thanked the Fire and Rescue Department, thanked staff for efforts for Love Costa Mesa Day, spoke on the calming measures on Meyers Street near the DMV needing repair or removal, requested the space between Pomona Ave. and Victoria Street to be added to the CIP budget to put a fence around the area and make it a butterfly garden.

Council Member Gameros thanked the Fire Department units that assisted at the recent Laguna Niguel Coastal fire, recognized the Public Services Department, and spoke on youth sports programs that are available.

Mayor Pro Tem Marr thanked all for Love Costa Mesa Day.

Mayor Stephens spoke on the Lions Club Fish Fry June 3<sup>rd</sup> to June 5<sup>th</sup>, spoke on Love Costa Mesa Day, spoke on Someone Cares Soup Kitchen every Saturday distributing food in the neighborhoods, spoke on attending the Lets Be Kind lunch, spoke on a podcast with Dr. Wesley Smith, stated Harvey Milk Day is May 22<sup>nd</sup> and will be flying the Pride Flag at City Hall, spoke on a Memorial Day parade by the Noble Cause Foundation, Share Our Selves wild and crazy taco night at the Fairgrounds, the Les Miller Awards at Orange Coast College, and thanked the firefighters for their efforts during the Coastal fire.

**CITY MANAGER REPORT** – Ms. Farrell Harrison, thanked Ms. Jimenez and Ms. Reyes for their work on Love Costa Mesa Day, spoke on receiving lunch from several local restaurants, thanked the Police Department Chief for attending the event, current recruitments for the Police Department, and spoke on the homeless point in time count.

**CITY ATTORNEY REPORT** – Ms. Hall Barlow, spoke on litigation regarding the Wallace property and the relocation agreement for existing tenants.

## CONSENT CALENDAR (Items 1-11)

**MOVED/SECOND:** Council Member Chavez/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions for Consent Calendar Item Nos. 1 through 11 except for item 11, which was pulled from the Consent Calendar.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: None

Motion carried: 7-0

### 1. **PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS**

ACTION:

City Council, Agency Board, and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

### 2. **READING FOLDER**

ACTION:

City Council received and filed Claims received by the City Clerk: Marco Camberos, Juliet Cannon, Riccardo Grad, William Henry Saylor.

### 3. **ADOPTION OF WARRANT RESOLUTION**

ACTION:

City Council approved Warrant Resolution No. 2680

### 4. **MINUTES**

ACTION:

City Council approved the Minutes of the Regular meeting of April 19, 2022 and the Special Study Session of April 26, 2022.

### 5. **ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC**

ACTION:

City Council adopted Resolution 2022-22 to allow the members of the City Council, Commissions, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person.

- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

**6. REQUEST TO CANCEL THE REGULAR CITY COUNCIL MEETING OF JULY 5, 2022**

**ACTION:**

City Council canceled the regular meeting of Tuesday, July 5, 2022.

**7. BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION, RESOLUTION OF INTENTION, AND REVIEW OF ANNUAL REPORT**

**ACTION:**

1. City Council approved the 2021-2022 Annual Report for the Business Improvement Area (BIA).
2. Received and filed the audited financial report for Fiscal Years 2020 and 2021.
3. Adopted Resolution No. 2022-23 declaring the City's intention to levy an annual assessment for Fiscal Year 2022-23 for the Business Improvement Area covering certain Costa Mesa hotels and motels and setting the time and place for a Public Hearing on the proposal.

**8. DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA POLICE ASSOCIATION (CMPA) MEET AND CONFER AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MOU PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY**

**ACTION:**

1. City Council designated Liebert Cassidy Whitmore Partner Peter Brown as the Principal Negotiator and City Manager Lori Ann Farrell Harrison, Assistant City Manager Susan Price, Assistant to the City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMPA.
2. Authorized staff to have the independent fiscal analysis of the current CMPA 2018-2024 Memorandum of Understanding (MOU) completed per the requirements of the Transparency In Labor Negotiations Council Policy (hereinafter policy).

**9. APPROVAL FOR THE PURCHASE OF SERVERS FOR LAND MANAGEMENT SYSTEM WITH DELL MARKETING, L.P.**

**ACTION:**

1. City Council authorized the use of NASPO ValuePoint Master Price Agreement (State of California) No. 15-70-34-003 with Dell Marketing, L.P. for the purchase of servers for the new Land Management System (LMS).

2. Approved and authorized the City Manager and City Clerk to execute the necessary documents to purchase servers for the new LMS System from Dell Marketing, L.P.

**10. RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**ACTION:**

City Council adopted Resolution No. 2022-24, approving Sunflower Avenue Pavement Rehabilitation Project for funding with Road Maintenance and Rehabilitation Account (RMRA) revenues for Fiscal Year 2022-23.

**AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR**

**11. APPROVAL OF A STREET CLOSURE AND ALCOHOL SERVICE FOR THE 2022 COSTA MESA-NEWPORT HARBOR LIONS CLUB FISH FRY EVENT TO BE HELD AT LIONS PARK, 570 W. 18th STREET ON JUNE 3-5, 2022.**

**Public Comments:**

Joan Parks, Costa Mesa, spoke in support of the Fish Fry, spoke on support from city staff, thanked Kevin Stoddart, and spoke on various problems with planning the event.

**MOVED/SECOND:** Mayor Stephens/Council Member Chavez

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

1. City Council adopted Resolution No. 2022-25, approving the closure of a portion of Park Avenue between 18th Street and 19th Street for the Costa Mesa-Newport Harbor Lions Club 2022 Fish Fry event beginning June 2 and ending June 6, 2022.
2. Approved the request from the Costa Mesa-Newport Harbor Lions Club to sell wine and beer at Lions Park, 570 W. 18th Street, for the 2022 Fish Fry event to be held on June 3-5, 2022.

-----**END OF CONSENT CALENDAR**-----

## **PUBLIC HEARINGS:**

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

- 1. CONDUCT TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING, ADOPT A RESOLUTION APPROVING THE ISSUANCE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY REVENUE OBLIGATIONS FOR THE BENEFIT OF VANGUARD UNIVERSITY OF SOUTHERN CALIFORNIA IN AN AMOUNT NOT-TO-EXCEED \$30,000,000**

Presentation by Mr. Inloes, Principal Planner and Economic Development Administrator.

Presentation by David Vazquez, Chief of Staff at Vanguard University.

Public Comments: None.

**MOVED/SECOND:** Council Member Chavez/Council Member Harper

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: None

Motion carried: 7-0

### **ACTION:**

1. City Council conducted a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments relating to the issuance by the California Enterprise Development Authority (the "Authority") of not to exceed \$30,000,000 in the Authority's Revenue Obligations (the "Obligations") for the benefit of Vanguard University of Southern California, a California nonprofit public benefit corporation (the "Borrower").
2. Adopted Resolution No. 2022- 26 approving the issuance of the Obligations by the Authority to finance and refinance the Facilities for the benefit of the Borrower.

**OLD BUSINESS: NONE.**

### **NEW BUSINESS:**

- 1. INTRODUCTION OF AN ORDINANCE ADDING CHAPTER XV (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER) TO TITLE 11 (OFFENSES-MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY**

Presentation by Lt. Wadkins.

Public Comments: None.

**MOVED/SECOND:** Council Member Harper/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

City Council introduced for first reading, by title only, Ordinance No. 2022-02, adding Chapter XV (Unlawful Possession of a Catalytic Converter) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful possession of catalytic converters in the City.

## **2. TERMINATION OF JAIL SERVICES CONTRACT BETWEEN ALLIED UNIVERSAL AND THE CITY OF COSTA MESA**

Presentation by Captain LaPointe.

Public Comments: None.

**MOVED/SECOND:** Council Member Gameros/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

1. City Council terminated the Professional Services Agreement for jail services between Allied Universal, assignor of G4S Secure Solutions (USA) Inc. and the City of Costa Mesa.
2. Authorized the City Manager or her designee to negotiate an agreement with the City of Huntington Beach for temporary jail services and/or to hire temporary staffing to operate the Costa Mesa Jail.

**ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS – NONE.**

**ADJOURNMENT** – The Mayor adjourned the meeting at 7:50 p.m.

**Minutes adopted on this 7<sup>th</sup> day of June, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

DRAFT



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-739

**Meeting Date:** 6/7/2022

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**TITLE:**

**RESOLUTIONS RELATING TO THE CALLING OF THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022**

**DEPARTMENT:** CITY MANAGER'S OFFICE/CITY CLERK DIVISION

**PRESENTED BY:** BRENDA GREEN, CITY CLERK

**CONTACT INFORMATION:** BRENDA GREEN, CITY CLERK, (714) 754-5221

**RECOMMENDATION:**

Staff recommends the City Council take the following actions:

1. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, calling and giving notice to conduct a General Municipal Election on November 8, 2022 for the purpose of electing a Mayor for the full term of two years; and election of three members of the City Council from the third, fourth, and fifth districts, for the full term of four years.
2. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, requesting the Orange County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election and to issue instruction to the Orange County Registrar of Voters Elections Department to provide specific services in the conduct of the consolidated election.
3. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, adopting regulations pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on November 8, 2022.

**BACKGROUND:**

Pursuant to Costa Mesa Municipal Code Section 2-14, the City's General Municipal Elections are held in November of even-numbered years, concurrent with the statewide elections. The purpose of the 2022 election is to elect a Mayor to a two-year term, and three members of the City Council to a four-year term, from districts three, four, and five.

The state Elections Code requires the adoption of resolutions for the purpose of calling the election, requesting that the County Board of Supervisors consolidate the proposed General Municipal Election with the Statewide General Election, and for adopting regulations pertaining to candidate statements.

The nomination period for the office of Mayor and Council Members is July 18, 2022 through August



12, 2022 at 5:00 p.m. Pursuant to section 10225 of the Elections Code, if an incumbent who is eligible for re-election does not file a declaration of candidacy by August 12, 2022 at 5:00 p.m., a five-day extension follows for any person other than the incumbent to file a declaration of candidacy for such office. If the nomination period is extended, the filing period for that office will end on August 17, 2022 at 5:00 p.m.

The Calling and Holding of a General Municipal Election also provides the process for determining the outcome in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters (Registrar). The City Council, in accordance with Election Code Section 15651(a), shall 1) set a date, time and place; 2) summon the candidates who have received the tie votes to appear; and 3) determine the tie by lot (i.e., coin toss or drawing straws).

Resolution No. 2022-xx regarding regulations for candidate statements pertains only to the November 8, 2022 election. The Election Code authorizes the City to require each candidate who chooses to file a 200-word candidate statement in the voter information guide to pay in advance, at the time of filing nomination papers, the pro rata share of costs to translate, print and mail a candidate statement as a condition of having a statement included in the voter information guide. The costs are determined by the Registrar based on printing and translation costs, and a projection of total jurisdictional participation (number of registered voters). An alternate option allows any candidate to submit an electronic candidate statement that will not be printed in the voter information guide but will be available on the Registrar of Voters' website.

#### **ANALYSIS:**

Elections are held in accordance with the provisions of the California Elections Code. The council terms are staggered and, therefore, three seats are available during this election cycle. It has been a long standing practice to consolidate the General Municipal Elections with the County of Orange, along with the statewide elections held in the even numbered years. Consolidation of the General Municipal Election with the County is cost-effective and reduces the duplication of efforts and expenses. Once adopted, certified copies of the resolutions will be forwarded to the County Board of Supervisors and the Orange County Registrar of Voters' Election Division. The appropriate legal notices will be published and the nomination period will begin on Monday, July 18, 2022 through Friday, August 2, 2022 at 5:00 p.m.

#### **ALTERNATIVES:**

No alternatives have been considered, as it is mandated by state code and the City's Municipal Code that the elections be held.

#### **FISCAL REVIEW:**

The City is required to reimburse the County of Orange for costs related to the City's General Municipal election. The estimated amount of \$200,000 is included in the Fiscal Year 2022-2023 budget.

#### **LEGAL REVIEW:**

The City Attorney has reviewed the report and resolutions and approved them as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

**CONCLUSION:**

Staff recommends that the City Council adopt the following resolutions as required by the California Elections Code in order to conduct the 2022 General Municipal Election:

1. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, calling and giving notice to conduct a General Municipal Election on November 8, 2022 for the purpose of electing a Mayor for the full term of two years; and election of three members of the City Council from the third, fourth, and fifth districts, for the full term of four years.
2. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, requesting the Orange County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election and to issue instruction to the Orange County Registrar of Voters Elections Department to provide specific services in the conduct of the consolidated election.
3. Adopt Resolution No. 2022-xx, to be read by title only and waive further reading, adopting regulations pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on November 8, 2022.

**CITY OF COSTA MESA  
RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA,  
CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON  
TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS  
REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA  
RELATING TO GENERAL LAW CITIES**

WHEREAS, under the provision of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Costa Mesa, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing a Mayor for the full term of two years; and for the election of members of the City Council to represent the Third, Fourth, and Fifth Districts, for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in the form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the vote centers for the election shall be open at 7:00 a.m. on the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when said vote centers shall be closed, pursuant to Election Code Section 10242, except as provided in Sections 14212 and 14401 of the Elections Code of the State of California; and the vote centers shall be open any other dates and times as specified by the Orange County Registrar of Voters.

SECTION 5. That in all particulars not recited in this resolution, said election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in the time, form, and manner required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of

Voters, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2022-xx was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21<sup>st</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 22<sup>nd</sup> day of June, 2022.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK

**CITY OF COSTA MESA  
RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA,  
REQUESTING THE ORANGE COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE A  
GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022,  
WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT  
TO SECTION 10403 OF THE ELECTIONS CODE**

WHEREAS, the City Council of the City of Costa Mesa called a General Municipal Election to be held on November 8, 2022 for the purpose of the election of a Mayor and three Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, vote centers, and election officers of the two elections be the same, and that the Orange County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of a Mayor for the full term of two years and for the election of three members of the City Council to represent the Third, Fourth, and Fifth Districts, for the full term of four years.

SECTION 2. That the Orange County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Costa Mesa recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs for services upon the presentation of a properly submitted bill.

## ATTACHMENT 2

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County election department of the County of Orange.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2022-xx was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21<sup>st</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK

**CITY OF COSTA MESA  
RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

**WHEREAS**, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1: GENERAL PROVISIONS.** That pursuant to section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Costa Mesa on Tuesday November 8, 2022 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form and electronic format (as specified by the City Clerk) in the office of the City Clerk at the time the candidate's nomination papers are filed. The candidate's statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

These general provisions will also apply to electronic candidate statements, those statements that will not be printed in the voter information guide but will be posted on the Registrar of Voters website.

**SECTION 2: FOREIGN LANGUAGE POLICY.**

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Orange. The County is required to translate candidates' statements into the following languages: Spanish, Chinese, Korean, and Vietnamese.
- B. The County will mail separate voter information guides and candidates' statements in Spanish, Chinese, Korean, and Vietnamese to only those voters who are on the County voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all vote centers, on the County's website, and in the Election Official's office.

**SECTION 3: PAYMENT.**

**A. Translations:**

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language which is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but which is requested as an option by the candidate.

**B. Printing:**

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended) and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidates for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid.

**SECTION 4: ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the voter information guide.

**SECTION 5:** That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 6:** That all previous resolutions establishing council policy on payment for candidates' statements are repealed.



### ATTACHMENT 3

**SECTION 7:** That this Resolution shall apply only to the General Municipal Election on November 8, 2022 and shall then expire without further action by the City Council.

**SECTION 8:** That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2020-xx was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21<sup>st</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-682

**Meeting Date:** 6/7/2022

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**TITLE:**

**ACCEPTANCE OF THE LIONS PARK PLAYGROUND IMPROVEMENT PROJECT, CITY PROJECT NO. 20-15**

**DEPARTMENT:** PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

**CONTACT INFORMATION:** SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

**RECOMMENDATION:**

Staff recommends the City Council:

1. Accept the work as complete performed by Handy Industrial, Inc., 4228 Lewis Street, Oceanside, California 92056, for the Lions Park Playground Improvement Project, City Project No. 20-15, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date and Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**BACKGROUND:**

On September 15, 2020, a construction contract for \$1,780,000 was awarded to Handy Industrial, Inc. for the playground improvements at Lions Park, located at 570 West 18th Street, Costa Mesa. This project significantly improved the quality, appearance, and amenities of this heavily used park for the benefit of the users and the surrounding community. The scope of this contract included installation of new playground equipment and rubber play surfacing; demolition of the existing restroom and installation of a new prefabricated restroom building; refurbishment of the existing Panther Jet airplane; landscape and irrigation improvements; placement of grass areas for outdoor recreation; storm drain utility improvements; installation of improved lighting; and construction of concrete pathways.

**ANALYSIS:**

The work required by the contract documents was completed to the satisfaction of the City Engineer. The final contract cost amounted to \$1,670,911.44. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Original Contract Cost:	\$1,780,000.00
Final Quantity Adjustments:	(\$ 109,088.56)
Final Contract Cost:	\$1,670,911.44

The final cost reflects a 6.13% savings from the original contract amount.

### Lions Park Playground



**BEFORE**



**AFTER**

### ALTERNATIVES:

This item is administrative in nature and there are no alternatives to be considered.

### FISCAL REVIEW:

The project was funded from appropriated Park Development Fees and Drainage Fees. The remaining project balance of \$109,088.56 will be returned to the Park Development Fund.

### LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

### CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment and technology.

### CONCLUSION:

Staff recommends the City Council:

1. Accept the work as complete performed by Handy Industrial, Inc., 4228 Lewis Street, Oceanside, California 92056, for the Lions Park Playground Improvement Project, City Project No. 20-15, and authorize the City Clerk to file the Notice of Completion.

2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date and Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

# ATTACHMENT 1

## CITY OF COSTA MESA COST SUMMARY

Project: Lions Park Playground Improvements (570 West 18th Street, Costa Mesa)  
City Project No. 20-15

### ITEMS OF WORK

ITEM NO	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
<b>CIVIL</b>									
1	Bonds	\$44,500.00	100.00 %	0.00 %	100.00 %	\$44,500.00	\$0.00	\$44,500.00	\$44,500.00
1.1	Mobilization, insurance, General Conditions.	\$12,500.00	100.00 %	0.00 %	100.00 %	\$12,500.00	\$0.00	\$12,500.00	\$12,500.00
2	Traffic Control.	\$6,000.00	100.00 %	0.00 %	100.00 %	\$6,000.00	\$0.00	\$6,000.00	\$6,000.00
3	Demolition & site Clearing.	\$65,000.00	100.00 %	0.00 %	100.00 %	\$65,000.00	\$0.00	\$65,000.00	\$65,000.00
4	Earthwork, removal & Grading, removal of existing pavement, concrete improvements & excavation of proposed structural section, including restroom building concrete driveway, concrete driveway apron, concrete curb and gutter, concrete wall, rubber play surfacing, play sand, and site vegetation.	\$100,000.00	100.00 %	0.00 %	100.00 %	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00
5	Water pollution Control.	\$6,000.00	100.00 %	0.00 %	100.00 %	\$6,000.00	\$0.00	\$6,000.00	\$6,000.00
6	Strom Drain Manhole.	\$9,000.00	100.00 %	0.00 %	100.00 %	\$9,000.00	\$0.00	\$9,000.00	\$9,000.00
7	12" Dia PVC Strom Drain Pipe (10 LF)	\$10,000.00	100.00 %	0.00 %	100.00 %	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
8	4" Dia PVC SCH 40 Drain Pipe (76 LF)	\$7,500.00	100.00 %	0.00 %	100.00 %	\$7,500.00	\$0.00	\$7,500.00	\$7,500.00
9	6" Dia PVC SCH 40 Drain Pipe (950 LF)	\$47,500.00	100.00 %	0.00 %	100.00 %	\$47,500.00	\$0.00	\$47,500.00	\$47,500.00
10	8" Dia PVC SCH 40 Drain Pipe (110 LF)	\$5,500.00	100.00 %	0.00 %	100.00 %	\$5,500.00	\$0.00	\$5,500.00	\$5,500.00
11	12x12 Brooks Drain Box (13 EA)	\$13,000.00	100.00 %	0.00 %	100.00 %	\$13,000.00	\$0.00	\$13,000.00	\$13,000.00
12	NDS1212 Catch Basin (15 EA)	\$15,000.00	100.00 %	0.00 %	100.00 %	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00
13	Drain inlet in playground per landscape plans (7 EA)	\$3,500.00	100.00 %	0.00 %	100.00 %	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
14	Mc-3500 Stromtech Basin (1EA)	\$20,000.00	100.00 %	0.00 %	100.00 %	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00
15	4" VCP sewer service and sewer clean-out.	\$1,000.00	100.00 %	0.00 %	100.00 %	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
16	1"Copper Water service.	\$1,500.00	100.00 %	0.00 %	100.00 %	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
17	1-12" Water service With Gate Valve and Backflow preventer in cage enclosure, including Connection to Existing Main on 18th street.	\$5,000.00	100.00 %	0.00 %	100.00 %	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
18	1/12" PVC SDR 35 WEST LINE (120 LF)	\$3,000.00	100.00 %	0.00 %	100.00 %	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
<b>LANDSCAPE</b>									
19	Construction Fencing (710 LF)	\$7,100.00	100.00 %	0.00 %	100.00 %	\$7,100.00	\$0.00	\$7,100.00	\$7,100.00
20	Jet Plane Protection & refurbishment.	\$10,000.00	100.00 %	0.00 %	100.00 %	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
21	Concrete flat work.(4") (7,550 SF)	\$125,250.00	100.00 %	0.00 %	100.00 %	\$125,250.00	\$0.00	\$125,250.00	\$125,250.00
22	Concrete band- (6" Wide) (145 LF)	\$2,175.00	100.00 %	0.00 %	100.00 %	\$2,175.00	\$0.00	\$2,175.00	\$2,175.00
23	Deepened Edge (650 LF)	\$20,000.00	100.00 %	0.00 %	100.00 %	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00
24	Play sand (490 SF)	\$3,350.00	100.00 %	0.00 %	100.00 %	\$3,350.00	\$0.00	\$3,350.00	\$3,350.00
25	Rubber Play surfacing Over Concrete sub-base (11,405 SF)	\$190,000.00	100.00 %	0.00 %	100.00 %	\$190,000.00	\$0.00	\$190,000.00	\$190,000.00
<b>SITE FURNISHING</b>									
26	Precast Concrete Park bench Wit Backrest (13 EA)	\$15,600.00	100.00 %	0.00 %	100.00 %	\$15,600.00	\$0.00	\$15,600.00	\$15,600.00
27	Steel Trash & recycle replacement (4 EA)	\$8,609.00	100.00 %	0.00 %	100.00 %	\$8,609.00	\$0.00	\$8,609.00	\$8,609.00
28	Precast Concrete bench C (Wing tall) (5 EA)	\$19,000.00	100.00 %	0.00 %	100.00 %	\$19,000.00	\$0.00	\$19,000.00	\$19,000.00
<b>PLAYGROUND EQUIPMENT</b>									
29	Sand Castle.	\$9,850.00	100.00 %	0.00 %	100.00 %	\$9,850.00	\$0.00	\$9,850.00	\$9,850.00
30	Sand scooper.	\$4,803.00	100.00 %	0.00 %	100.00 %	\$4,803.00	\$0.00	\$4,803.00	\$4,803.00
31	Sand Table.	\$9,415.00	100.00 %	0.00 %	100.00 %	\$9,415.00	\$0.00	\$9,415.00	\$9,415.00
32	Swings.	\$25,000.00	100.00 %	0.00 %	100.00 %	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
33	Helicopter spring rider (set-in style)	\$3,500.00	100.00 %	0.00 %	100.00 %	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
34	Jet spring reader.	\$3,800.00	100.00 %	0.00 %	100.00 %	\$3,800.00	\$0.00	\$3,800.00	\$3,800.00
35	See Saw.	\$2,250.00	100.00 %	0.00 %	100.00 %	\$2,250.00	\$0.00	\$2,250.00	\$2,250.00
36	Smart Play@ Motion Aviation.	\$30,000.00	100.00 %	0.00 %	100.00 %	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00
37	Swings.	\$10,197.00	100.00 %	0.00 %	100.00 %	\$10,197.00	\$0.00	\$10,197.00	\$10,197.00
38	Global Motion.	\$25,000.00	100.00 %	0.00 %	100.00 %	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
39	Extreme Generation.	\$166,000.00	100.00 %	0.00 %	100.00 %	\$166,000.00	\$0.00	\$166,000.00	\$166,000.00
40	Foundations, Delivery, Assembly, and Installation,	\$79,000.00	100.00 %	0.00 %	100.00 %	\$79,000.00	\$0.00	\$79,000.00	\$79,000.00
<b>TOTAL (PAGE 1):</b>						<b>\$1,145,399.00</b>	<b>\$0.00</b>	<b>\$1,145,399.00</b>	<b>\$1,145,399.00</b>

# ATTACHMENT 1

**CITY OF COSTA MESA  
COST SUMMARY**

Page 2 of 2

Project: Lions Park Playground Improvements (570 West 18th Street, Costa Mesa)  
City Project No. 20-15

**ITEMS OF WORK**

ITEM NO	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
<b>FENCING &amp; ACCESSORIES AT DEVIS FIELD</b>									
41	Chain like fence- 8' high (10 LF)	\$5,000.00	100.00 %	0.00 %	100.00 %	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
42	Chain link fence 15' high (8 LF)	\$8,000.00	100.00 %	0.00 %	100.00 %	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
43	Padding (290 SF)	\$20,000.00	41.96 %	0.00 %	41.96 %	\$8,391.33	\$0.00	\$8,391.33	\$20,000.00
<b>PLANTING</b>									
44	Soil Preparation and fine grading (30,760 SF)	\$60,000.00	100.00 %	0.00 %	100.00 %	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00
45	Weed abatement (3,340 SF)	\$13,360.00	100.00 %	0.00 %	100.00 %	\$13,360.00	\$0.00	\$13,360.00	\$13,360.00
46	Tree 36" box (6 EA)	\$6,520.00	100.00 %	0.00 %	100.00 %	\$6,520.00	\$0.00	\$6,520.00	\$6,520.00
47	Shrub - Container #5 gallon (131 EA)	\$2,620.00	100.00 %	0.00 %	100.00 %	\$2,620.00	\$0.00	\$2,620.00	\$2,620.00
48	Shrub- Container # 1 gallon (133 EA)	\$3,330.00	100.00 %	0.00 %	100.00 %	\$3,330.00	\$0.00	\$3,330.00	\$3,330.00
49	Turf Sad (27,420 SF)	\$45,191.00	100.00 %	0.00 %	100.00 %	\$45,191.00	\$0.00	\$45,191.00	\$45,191.00
50	Install wood mulch- 3" (4,760 sf)	\$6,520.00	100.00 %	0.00 %	100.00 %	\$6,520.00	\$0.00	\$6,520.00	\$6,520.00
51	Ninety (90) days maintenance.	\$9,000.00	100.00 %	0.00 %	100.00 %	\$9,000.00	\$0.00	\$9,000.00	\$9,000.00
<b>RESTROOM BUILDING</b>									
52	Restroom building (architecture, structure & plumbing.)	\$102,000.00	100.00 %	0.00 %	100.00 %	\$102,000.00	\$0.00	\$102,000.00	\$102,000.00
<b>SHADE STRUCTURE</b>									
53	Shade structure- (12'x28')	\$40,000.00	85.00 %	0.00 %	85.00 %	\$34,000.00	\$0.00	\$34,000.00	\$40,000.00
<b>ELECTRICAL</b>									
54	BC trench (800 LF)	\$8,000.00	100.00 %	0.00 %	100.00 %	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
55	Backfill bC trench (800LF)	\$8,000.00	100.00 %	0.00 %	100.00 %	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
56	SCE trench (75 LF).	\$1,125.00	100.00 %	0.00 %	100.00 %	\$1,125.00	\$0.00	\$1,125.00	\$1,125.00
57	Backfill SCE trench (75 LF)	\$1,125.00	100.00 %	0.00 %	100.00 %	\$1,125.00	\$0.00	\$1,125.00	\$1,125.00
58	3"C - utility (75LF)	\$3,750.00	100.00 %	0.00 %	100.00 %	\$3,750.00	\$0.00	\$3,750.00	\$3,750.00
59	2#10g 1#10g 1"C (1250LF).	\$45,000.00	100.00 %	0.00 %	100.00 %	\$45,000.00	\$0.00	\$45,000.00	\$45,000.00
60	Weatherproof Outlets (2LF)	\$500.00	100.00 %	0.00 %	100.00 %	\$500.00	\$0.00	\$500.00	\$500.00
61	Pull box Concrete (3EA)	\$2,000.00	100.00 %	0.00 %	100.00 %	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
62	Fixture "S1" (13 EA)	\$3,900.00	100.00 %	0.00 %	100.00 %	\$3,900.00	\$0.00	\$3,900.00	\$3,900.00
63	Poles 12' -"S1" (13 EA)	\$5,200.00	100.00 %	0.00 %	100.00 %	\$5,200.00	\$0.00	\$5,200.00	\$5,200.00
64	Dig footing.- "S1" (13 EA)	\$3,250.00	100.00 %	0.00 %	100.00 %	\$3,250.00	\$0.00	\$3,250.00	\$3,250.00
65	Footing concrete- "S1" (15.17 CY)	\$8,550.00	100.00 %	0.00 %	100.00 %	\$8,550.00	\$0.00	\$8,550.00	\$8,550.00
66	Lighing Control panel	\$1,000.00	100.00 %	0.00 %	100.00 %	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
67	New 200A service.	\$2,000.00	100.00 %	0.00 %	100.00 %	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
68	200A panel.	\$1,500.00	100.00 %	0.00 %	100.00 %	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
69	Ground rod.	\$800.00	100.00 %	0.00 %	100.00 %	\$800.00	\$0.00	\$800.00	\$800.00
70	Building electrical (1 LOT)	\$5,000.00	100.00 %	0.00 %	100.00 %	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
71	Electrical Material taxes and installation.	\$10,000.00	100.00 %	0.00 %	100.00 %	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
<b>INSPECTION</b>									
72	Playground Equipments inspections.	\$2,360.00	100.00 %	0.00 %	100.00 %	\$2,360.00	\$0.00	\$2,360.00	\$2,360.00
<b>ALLOWANCES</b>									
73	<b>Irrigation allowances</b>	<b>\$125,000.00</b>							<b>\$125,000.00</b>
	Allowances No. 2.01 - Irrigation work	\$78,040.91	100.00 %	0.00 %	100.00 %	\$78,040.91	\$0.00	\$78,040.91	
74	<b>Project Allowance</b>	<b>\$75,000.00</b>							<b>\$75,000.00</b>
	Allowances No. 3.01 - Project Scope Modifications	\$30,479.20	100.00 %	0.00 %	100.00 %	\$30,479.20	\$0.00	\$30,479.20	
<b>TOTAL (PAGE 2):</b>						<b>\$525,512.44</b>	<b>\$0.00</b>	<b>\$525,512.44</b>	<b>\$634,601.00</b>
<b>TOTAL (PAGE 1+PAGE 2):</b>						<b>\$1,670,911.44</b>	<b>\$0.00</b>	<b>\$1,670,911.44</b>	<b>\$1,780,000.00</b>



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-710

**Meeting Date:** 6/7/2022

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**TITLE:**

**ACCEPTANCE OF CITYWIDE ALLEY IMPROVEMENT PROJECT, CITY PROJECT NO. 20-20**

**DEPARTMENT:** PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

**CONTACT INFORMATION:** SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

**RECOMMENDATION:**

Staff recommends the City Council:

1. Accept the work performed by Black Rock Construction Company, 929 Mariner Street, Brea, CA 92821, for the Citywide Alley Improvement Project, City Project No. 20-20, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**BACKGROUND:**

On January 19, 2021, a construction contract in the amount of \$976,000 was awarded to Black Rock Construction Company. The awarded project consisted of rehabilitation of the following alleyways:

1. **Alley No. 06** - Plumer Street Alley from Pomona to Alley No. 7.
2. **Alley No. 13** - Wallace Avenue Alley from 19th Street to 20th Street.
3. **Alley No. 55** - 17th Street Alley from Irvine Avenue to West end.
4. **Alley No. 60** - Tustin Avenue Alley from 16th Street to Tustin Avenue.
5. **Alley No. 105** - Rosemary Place Alley from 20th Street to Orange Avenue.



6. **Alley No. 114** - Costa Mesa Street Alley from Tustin Avenue to Irvine Avenue.

Upon completion of the contract work, staff determined that the below alley on the priority list could also be reconstructed within the overall project budget:

7. **Alley No. 113** - Costa Mesa Street Alley from Santa Ana Avenue to Raymond Avenue.

Rehabilitation of the seven (7) alleyways as shown in the Location Map (Attachment 1) consisted of removal of deteriorated asphalt, construction of new Portland Cement Concrete (PCC) pavement sections, adjustments of water and sewer utilities to grade, and other incidental work needed to transition between new and existing improvements.

**ANALYSIS:**

The work required by the contract documents was completed on April 1, 2022 to the satisfaction of the City Engineer. The final contract cost amounted to \$995,040.48. A report of the final costs is included as Attachment 2.

A summary of the costs is as follows:

Original Contract Amount:	\$976,000.00
Contract Change Order No. 1 for Alley No. 113:	\$ 50,000.00
Final Quantity Adjustments:	(\$ 30,959.52)
Final Contract Cost:	\$995,040.48

As of this date, there are no Stop Notices filed against the monies due to Black Rock Construction Company.



**Alley No. 55 (Before)**

**Alley No. 55 (After)**



**ALTERNATIVES:**

This item is administrative in nature and there are no alternatives to be considered.

**FISCAL REVIEW:**

The project was funded from appropriated Gas Tax Funds and Measure M Funds. The remaining balance of project funds will be returned to the Measure M Fund after the purchase order is closed.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this agenda report and approves it as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This project works toward achieving the following City Council goals:

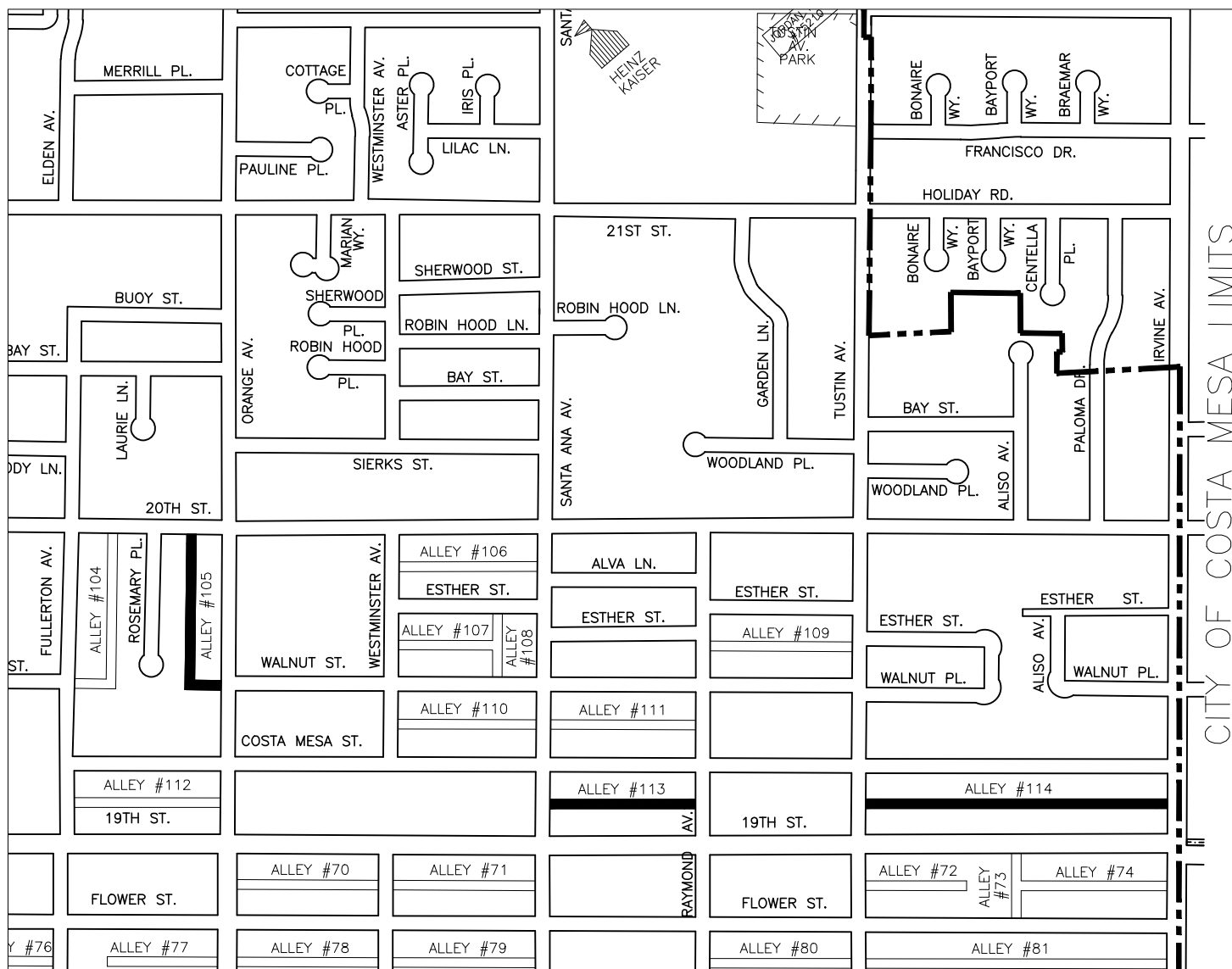
- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment and technology.

**CONCLUSION:**

Staff recommends the City Council:

1. Accept the work performed by Black Rock Construction Company, 929 Mariner Street, Brea, CA 92821, for the Citywide Alley Improvement Project, City Project No. 20-20, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

CITY OF COSTA MESA  
Public Services/Engineering

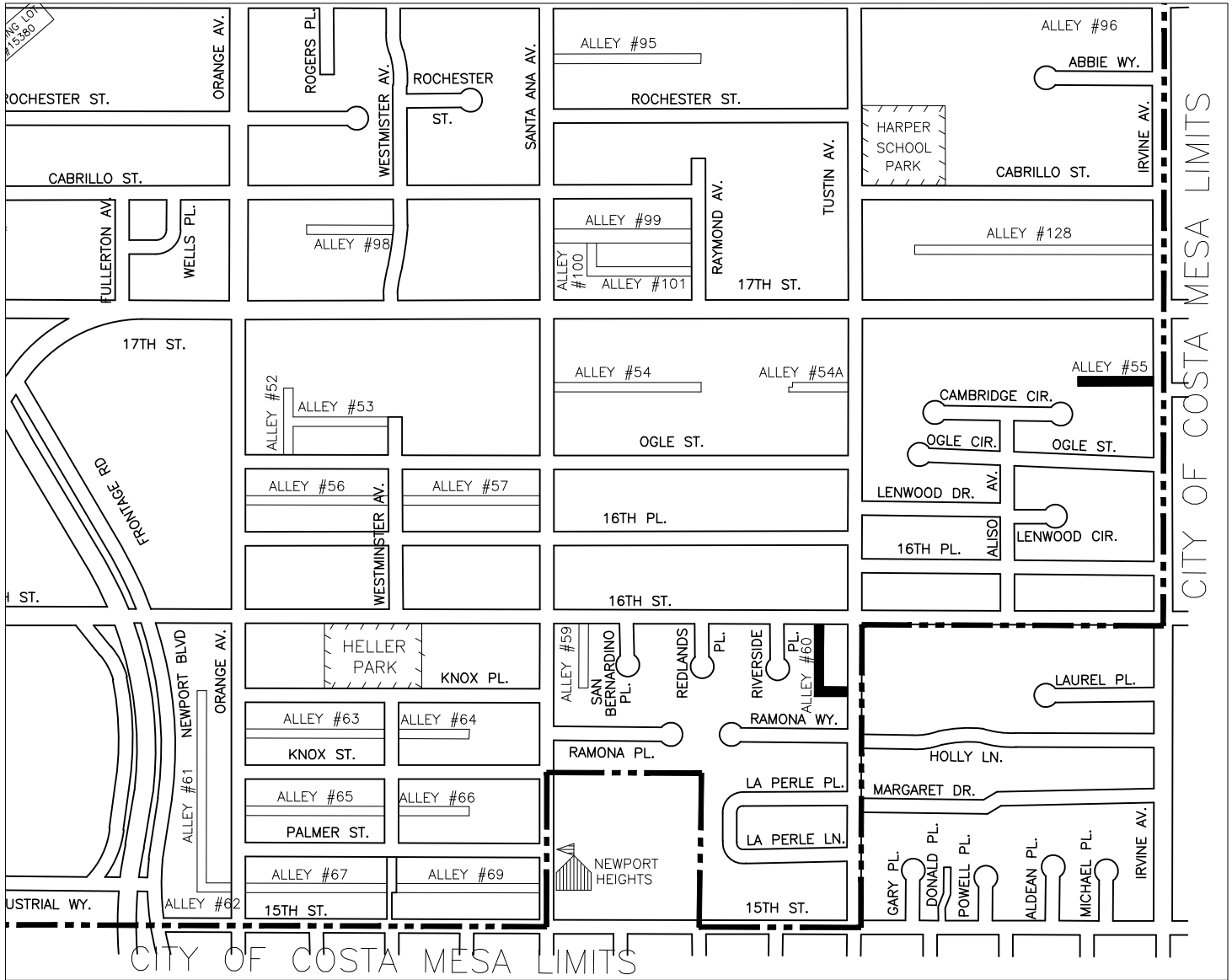


# CITY PROJECT NO. 20-20 LOCATION MAP



# CITY OF COSTA MESA

## Public Services/Engineering

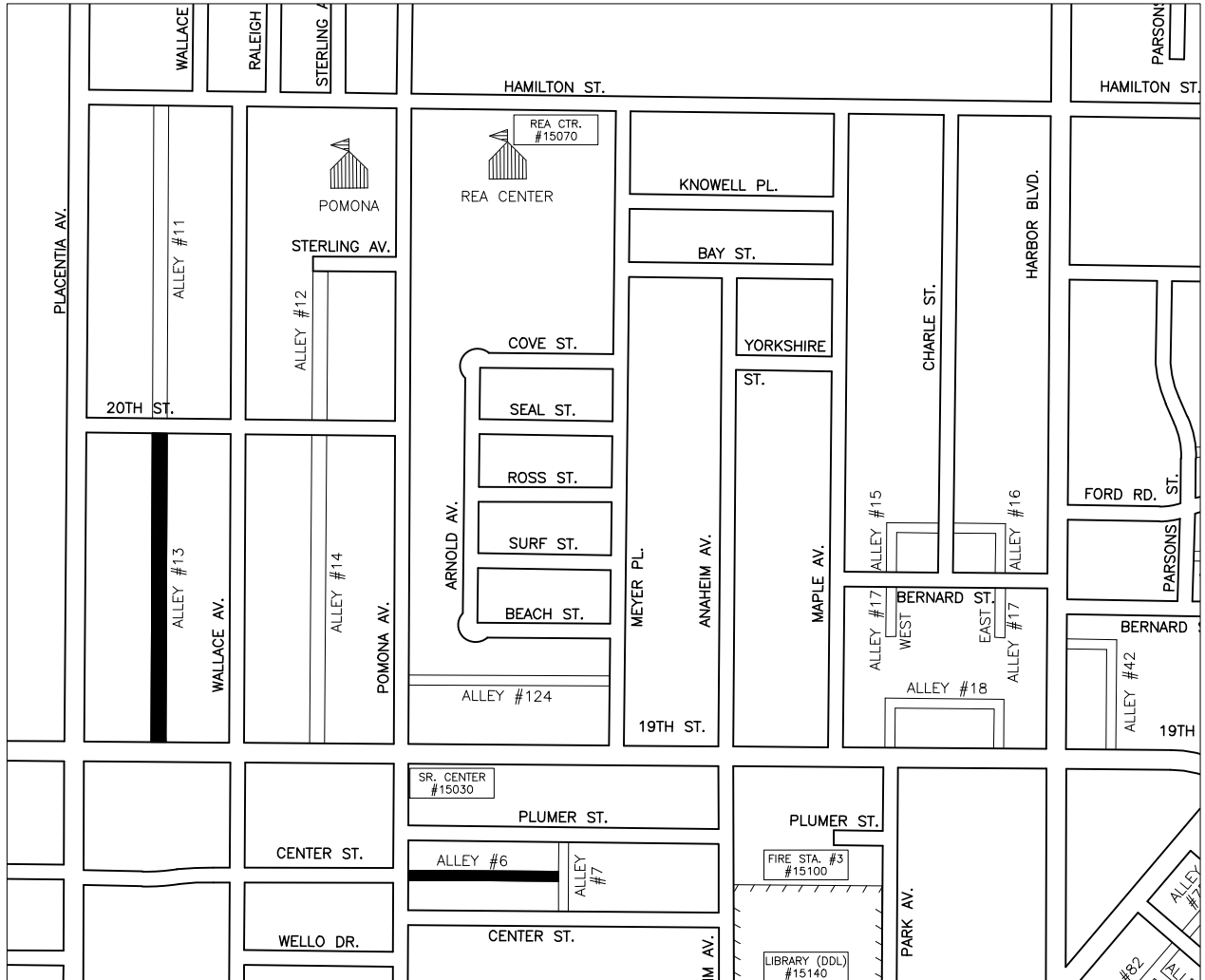


■ ALLEY LOCATIONS



# CITY OF COSTA MESA

## Public Services/Engineering



**ATTACHMENT 2  
COST SUMMARY**

**PAYMENT TO:**      Payment to:   **BLACK ROCK CONSTRUCTION**  
**929 MARINER ST. BREA, CA 92821**

**PROJECT:**                **REHABILITATION OF ALLEY NOS. 6, 13, 55, 60, 105, 113, 114**  
**CITY PROJECT NO. 20-20**

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
1	1	LS	Mobilization	\$39,275.00	100.00 %	0.00 %	100.00 %	\$39,275.00	\$0.00	\$39,275.00	\$39,275.00
2	1	LS	Clearing And Grubbing	\$8,000.00	100.00 %	0.00 %	100.00 %	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
3	95,000	SF	Sawcut & Remove Existing Alley Section & Construct 6" Thick P.C.C. With Buckeye Ultrafiber 500 Over Compacted Native	\$7.50	94,247.25 SF	0.00 SF	94,247.25 SF	\$706,854.38	\$0.00	\$706,854.38	\$712,500.00
4	39	TON	Sawcut & Remove Existing And Construct A.C. Slot Paving Over Compacted Native	\$325.00	19.56 TON	0.00 TON	19.56 TON	\$6,357.00	\$0.00	\$6,357.00	\$12,675.00
5	100	SF	Sawcut & Remove Existing And Construct Concrete Sidewalk (4"Pcc/4"Cmb)	\$10.00	63.00 SF	0.00 SF	63.00 SF	\$630.00	\$0.00	\$630.00	\$1,000.00
6	80	LF	Sawcut & Remove Existing And Construct Concrete Curb & Gutter (6-8"Cf Over 6" Cmb)	\$45.00	0.00 LF	0.00 LF	0.00 LF	\$0.00	\$0.00	\$0.00	\$3,600.00
7	600	SF	Sawcut & Remove Existing And Construct 6" Pcc Alley Intersection/Commercial Driveway, Over 6" Cmb	\$12.00	703.50 SF	0.00 SF	703.50 SF	\$8,442.00	\$0.00	\$8,442.00	\$7,200.00
8	50	CY	Crushed Miscellaneous Base (Cmb)	\$40.00	0.00 CY	0.00 CY	0.00 CY	\$0.00	\$0.00	\$0.00	\$2,000.00
9	12	EA	Adjust Communication Utility Box To Grade	\$350.00	4.00 EA	0.00 EA	4.00 EA	\$1,400.00	\$0.00	\$1,400.00	\$4,200.00
10	37	EA	Adjust Water Valve/ Water Meter/ Utility Box To Grade	\$100.00	13.00 EA	0.00 EA	13.00 EA	\$1,300.00	\$0.00	\$1,300.00	\$3,700.00
11	9	EA	Adjust Sewer Manhole To Grade	\$400.00	11.00 EA	0.00 EA	11.00 EA	\$4,400.00	\$0.00	\$4,400.00	\$3,600.00
12	5	LF	Root Barrier	\$50.00	0.00 LF	0.00 LF	0.00 LF	\$0.00	\$0.00	\$0.00	\$250.00
13	1	EA	Signage	\$500.00	0.00 EA	0.00 EA	0.00 EA	\$0.00	\$0.00	\$0.00	\$500.00
14	1	LS	Traffic Control	\$3,500.00	100.00 %	0.00 %	100.00 %	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
15	1	LS	Striping	\$2,000.00	0.00 %	0.00 %	0.00 %	\$0.00	\$0.00	\$0.00	\$2,000.00
AB-2	1	LS	Clearing And Grubbing (Additive Bid Item-Alley No. 6)	\$2,000.00	100.00 %	0.00 %	100.00 %	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
AB-3	12,810	SF	Sawcut & Remove Existing Alley Section & Construct 6" Thick P.C.C. With Buckeye Ultrafiber 500 Over Compacted Native (Additive Bid Item-Alley No. 6)	\$8.00	12,934.00 SF	0.00 SF	12,934.00 SF	\$103,472.00	\$0.00	\$103,472.00	\$102,480.00
AB-4	8	TON	Sawcut & Remove Existing And Construct A.C. Slot Paving Over Compacted Native (Additive Bid Item-Alley No. 6)	\$400.00	8.00 TON	0.00 TON	8.00 TON	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00
AB-5	80	SF	Sawcut & Remove Existing And Construct Concrete Sidewalk (4"Pcc/4"Cmb) (Additive Bid Item-Alley No. 6)	\$12.00	0.00 SF	0.00 SF	0.00 SF	\$0.00	\$0.00	\$0.00	\$960.00
AB-7	100	SF	Sawcut & Remove Existing And Construct 6" Pcc Alley Intersection/Commercial Driveway, Over 6" Cmb (Additive Bid Item-Alley No. 6)	\$15.00	0.00 SF	0.00 SF	0.00 SF	\$0.00	\$0.00	\$0.00	\$1,500.00
AB-14	1	LS	Traffic Control (Additive Bid Item-Alley No. 6)	\$1,860.00	100.00 %	0.00 %	100.00 %	\$1,860.00	\$0.00	\$1,860.00	\$1,860.00
16	1	FA	Additional Work Items	\$37,261.00	0.00 FA	0.00 FA	0.00 FA	\$0.00	\$0.00	\$0.00	\$37,261.00
16.1	1	LS	CO#1 Survey of Corner Monuments in Alley #114	\$1,012.50	100.00 %	0.00 %	100.00 %	\$1,012.50	\$0.00	\$1,012.50	\$1,012.50
16.2	1	LS	CO#2 Remove & Replace Unsuitable Soil in Alley #60	\$17,096.50	100.00 %	0.00 %	100.00 %	\$17,096.50	\$0.00	\$17,096.50	\$17,096.50
16.3	1	LS	CO#3 Investigate Sewer & Repair Concrete Alley #114	\$2,330.00	100.00 %	0.00 %	100.00 %	\$2,330.00	\$0.00	\$2,330.00	\$2,330.00
16.4	1	LS	CO#4 Grading Revisions in Alley #6	\$2,300.00	100.00 %	0.00 %	100.00 %	\$2,300.00	\$0.00	\$2,300.00	\$2,300.00
CCO#1			Contract Change Order #1 for additional funds to supplement balance for reconstruction of Alley No. 113.								\$50,000.00
CCO#1	10,174.5	SF	Sawcut & Remove Existing Alley Section & Construct 6" Thick P.C.C. With Buckeye Ultrafiber 500 Over Compacted Native	\$7.80	10,174.50 SF	0.00 SF	10,174.50 SF	\$79,361.10	\$0.00	\$79,361.10	
CCO#1	1	LS	Re-mobilization and traffic control for Alley No. 113	\$2,250.00	100.00 %	0.00 %	100.00 %	\$2,250.00	\$0.00	\$2,250.00	
<b>BID TOTAL:</b>								<b>\$995,040.48</b>	<b>\$0.00</b>	<b>\$995,040.48</b>	<b>\$1,026,000.00</b>



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-715

**Meeting Date:** 6/7/2022

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**TITLE:**

**SECOND READING AND ADOPTION OF AN ORDINANCE ENTITLED: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER XV (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER) TO TITLE 11 (OFFENSES-MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY**

**DEPARTMENT:** Police Department

**PRESENTED BY:** Bryan Wadkins, Lieutenant

**CONTACT INFORMATION:** Bryan Wadkins, Lieutenant, (714) 754-5292

**RECOMMENDATION:**

Staff recommends that the City Council give second reading and adopt:

Ordinance No. 2022-02, entitled: An Ordinance of the City Council of the City of Costa Mesa, California, adding Chapter XV (Unlawful Possession of a Catalytic Converter) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful possession of catalytic converters in the City.

**BACKGROUND:**

At its regular meeting on May 17, 2022, the City Council gave first reading to and introduced Ordinance No. 2022-02 by a 7-0 vote.

**ANALYSIS:**

The Ordinance is being presented for second reading and final adoption. If approved, the Ordinance would become effective 30 days after the second reading.

**PUBLIC NOTICE:**

Pursuant to Government Code 36933, a summary of the proposed Ordinance was published once in the newspaper no less than 5 days prior to the June 7, 2022 second reading. A summary of the adopted ordinance will be published within 15 days after the adoption.

As of this report, no additional written public comments have been received. Any additional written comments received will be forwarded.

**ALTERNATIVES:**

The City Council may give second reading and adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance. If the City Council chooses to make substantive modifications to the Ordinance after introduction, the modified Ordinance would need to be brought back at a future meeting for second reading and adoption.

**FISCAL REVIEW:**

There is no fiscal impact associated with this item.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report and approved it as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council goal:

- Strengthen the Public's Safety and Improve the Quality of Life.

**CONCLUSION:**

Staff recommends that the City Council give second reading to and adopt Ordinance No. 2022-02. The adoption of the proposed Ordinance would establish regulations prohibiting the unlawful possession of catalytic converters in the City.

**ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER XV (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER) TO TITLE 11 (OFFENSES—MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY**

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, in recent years, the residents of the City of Costa Mesa have been the victims of hundreds of catalytic converter thefts; and

WHEREAS, the theft of catalytic converters is one of the fastest growing crimes in Costa Mesa, increasing from 26 in 2019 to 218 in 2021, a 1,223% increase; and

WHEREAS, catalytic converters contain expensive precious metals including platinum, palladium and rhodium; and

WHEREAS, individuals in possession of stolen catalytic converters often recycle them for substantial profit, while victims of these thefts suffer the consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in their community; and

WHEREAS, catalytic converter thefts are on the rise statewide because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing the thefts in a manner of seconds using common tools such as a reciprocating saw, (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns, ranging from \$200 to \$1,200 per catalytic converter, and (3) loopholes in current laws protecting suspected criminals from prosecution unless a victim can be identified; and

WHEREAS, finding the victims of these crimes is nearly impossible due to the manner in which the catalytic converter thefts occur and lack of identifying markers to link a stolen catalytic converter to the victim; and

WHEREAS, the inability to identify victims of catalytic converter thefts has stymied the ability to successfully prosecute individuals for the thefts; and

WHEREAS, there are currently no City, State or Federal laws applicable within the City of Costa Mesa to define and punish catalytic converter thefts absent an identifiable victim; and



WHEREAS, there are currently no City, State or Federal laws applicable within the City of Costa Mesa to define and punish the recycling or sale of unlawfully obtained catalytic converters, thus incentivizing criminal enterprise of catalytic converter thefts; and

WHEREAS, there are currently no City, State or Federal laws applicable within the City of Costa Mesa requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to (1) protect the public by preventing catalytic converter thefts and (2) seize suspected stolen catalytic converters when no victim is present; and

WHEREAS, this Ordinance is necessary to provide the Costa Mesa Police Department a means to protect the public, deter this criminal activity and promote a more productive use of Costa Mesa Police Department staff resources by staff responsible for investigating catalytic converter thefts; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES ORDAIN AS FOLLOWS:

**Section 1. Recitals.** The City Council finds that all the recitals, facts and conclusions set forth above in the preamble of this Ordinance are true and correct.

**Section 2. Amendment to Title 11.** Title 11 (Offenses—Miscellaneous) of the Costa Mesa Municipal Code is hereby amended to add Chapter XV (Unlawful Possession of a Catalytic Converter) as follows:

#### CHAPTER XV. UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER

11-400. Definitions. The following terms as used in this chapter shall, unless the context already indicates otherwise, have the respective meanings herein set forth herein.

(a) *Documentation or other proof* means written document(s) that clearly identify the vehicle from which the catalytic converter originated based on the totality of the circumstances and includes, but is not limited to, the following types of documents:

- (1) Bill of sale from the original owner with photographs.
- (2) Documentation from an auto body shop proving the owner relinquished the catalytic converter to the auto body shop.
- (3) Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
- (4) Photographs of the vehicle from which the catalytic converter originated.

(5) Vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number.

(b) *Lawful possession* means being the lawful owner of the catalytic converter or in possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a lawful possession.

#### 11-401. Unlawful possession of a catalytic converter.

It shall be unlawful for any person to possess any catalytic converter that is not attached to a vehicle unless the person has valid documentation or other proof to verify that the person is in lawful possession of the catalytic converter.

#### 11-402. Falsification of proof of ownership.

It shall be unlawful for any person to knowingly falsify or cause to be falsified any information in any documentation or other proof intended to show lawful possession of a catalytic converter.

#### 11-403. Violations; penalties.

(a) Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by this Code. Each and every catalytic converter unlawfully possessed shall constitute a separate violation of this chapter.

(b) Violation of any provision of this chapter shall be deemed a misdemeanor punishable pursuant to the provisions of section 1-33 of this Code.

(c) The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

**Section 3. Environmental Compliance.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

**Section 4. Inconsistencies.** Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases are portions be declared invalid or unconstitutional.

**Section 6. Effective Date.** This Ordinance shall become effective thirty (30) days after its adoption.

**Section 7. Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner required by law.

**PASSED AND ADOPTED this 7th day of June, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

APPROVED AS TO FORM:

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Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2022-xx was duly introduced for first reading at the regular meeting of the City Council held on the 17th day of May, 2022, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the xx day of xx, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK

(SEAL)



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-725

**Meeting Date:** 6/7/2022

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**TITLE:**

**SB 1205 COMPLIANCE REPORT FOR 2021 STATE-MANDATED ANNUAL FIRE INSPECTIONS**

**DEPARTMENT:** COSTA MESA FIRE & RESCUE DEPARTMENT / COMMUNITY  
**RISK REDUCTION DIVISION**

**PRESENTED BY:** JON NEAL, FIRE MARSHAL

**CONTACT INFORMATION:** JON NEAL, FIRE MARSHAL, (714) 754-5049

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution to accept this Compliance Report as its report on the status of all 2021 state-mandated annual fire inspections in the City as required by California Health and Safety Code Section 13146.4.

**BACKGROUND:**

California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the tragic Ghost Ship Fire (December 2016) brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. Effective January 1, 2019, SB 1205 amended the California Health and Safety Code (HSC) to add Section 13146.4. This new provision requires those fire departments mandated to perform annual inspections pursuant to Sections 13146.2 and 13146.3 to report annually to their administering authority on compliance therewith. These sections mandate that city and county fire departments conduct annual inspections of public and private schools, hotels, motels, lodging houses, and apartment buildings (except individual dwelling units). Pursuant to SB 1205, the City of Costa Mesa Fire & Rescue Department (CMFR) submits this report to demonstrate its compliance with H&S Code Sections 13146.2 and 13146.3 for the 2021 calendar year.

**ANALYSIS:**

The purpose of annual fire and life safety inspections is to mitigate known hazards, reduce risk to the community and ensure reasonable compliance with the California Fire Code. CMFR utilizes a fire records management system, FireRMS, to schedule the annual inspections and document observed code enforcement violations. Each year in January, inspections are batched according to occupancy and assigned to a Fire Station Crew or Community Risk Reduction personnel based on coverage area. In 2021, CMFR requested that the FireRMS consultant complete the batch with mandated inspections tagged as SB 1205 to prioritize them over the non-mandated fire and life safety inspections.

Section 13146.2 mandates that the local fire department inspect all hotels, motels, and lodging houses annually. CMFR inspected 100% of the 29 hotels and motels identified in FireRMS.

Section 13146.2 also mandates that the local fire department inspect all apartment buildings, except dwelling units. An apartment shall consist of three or more attached units and excludes all duplex-style buildings. CMFR inspected 100% of the 1,143 apartment locations identified in FireRMS with three attached units or greater.

Section 13146.3 also mandates that the local fire department annually inspect all public and private schools. CMFR inspected 48 of 48 public and private school locations identified in FireRMS.

CMFR completed 100% of the 1,220 mandated annual inspections during the 2021 calendar year as required by California Health and Safety Code mandate.

**ALTERNATIVES:**

There are no alternatives considered for this item.

**FISCAL REVIEW:**

There are no fiscal impacts with the filing and acceptance of this report.

**LEGAL REVIEW:**

According to H&S Code Section 13146.4, this Report shall be made when the City Council discusses the annual budget or at another time as determined by the Council. The City Attorney's Office has reviewed this Report and the attached resolution and approved them as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

Goal #1: Strengthen the Public's Safety and Improve the Quality of Life.

**CONCLUSION:**

CMFR achieved the goal of 100% compliance with H&S Code Sections 13146.2 and 13146.3 in 2021 and is committed to 100% compliance in 2022 and beyond.

Therefore, staff recommends that the City Council:

Adopt the attached Resolution accepting this report as CMFR's Report on the status of all 2021 state-mandated annual fire inspections in the City of Costa Mesa as required by H&S Code Section 13146.4.

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ACCEPTING A REPORT ON THE STATUS OF 2021 STATE MANDATED ANNUAL FIRE INSPECTIONS IN THE CITY OF COSTA MESA PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Costa Mesa Fire & Rescue Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, these annual inspections are required of specified Educational Group E occupancies and Residential Group R occupancies as classified in the California Building Code; and

WHEREAS, Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Costa Mesa, there lie 48 Group E occupancy campuses; and

WHEREAS, Residential Group R occupancies are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etcetera, as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etcetera. The residents may also be non-ambulatory or bedridden. Within the City of Costa Mesa, there lie 1,172 Group R (and their associated sub-categories) occupancies of this nature; and

WHEREAS, Section 13146.4 was added to the California Health & Safety Code by Senate Bill 1205 (Hill, 2018), and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Costa Mesa Fire & Rescue Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Costa Mesa Fire & Rescue Department has presented its report to the City Council on the status of all 2021 state-mandated annual fire inspections in the City as required by SB 1205 and California Health and Safety Code Section 13146.4; and

WHEREAS, the City Council of the City of Costa Mesa intends this Resolution to fulfill the requirements of the California Health & Safety Code Section 13146.4 regarding compliance with California Health & Safety Code Sections 13146.2 and 13146.3 and desires to accept the Costa

Mesa Fire & Rescue Department's report thereon as its Report on the status of all 2021 state-mandated annual fire inspections in the City; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa that said City Council expressly acknowledges the measure of compliance of the Costa Mesa Fire & Rescue Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Costa Mesa, as follows:

1. Educational Group E Occupancies:

During 2021, the Costa Mesa Fire & Rescue Department completed the annual inspection of 48 Group E occupancies. This is a compliance rate of 100% for this reporting period.

2. Residential Group R Occupancies:

During 2021, the Costa Mesa Fire & Rescue Department completed the annual inspection of 1,172 Group R locations, occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

BE IT FURTHER RESOLVED as follows:

1. That the above recitations are true and correct.

2. That this Resolution, and all actions taken subsequent hereto in connection herewith, are taken pursuant to the provisions of California Health & Safety Code Section 13146 et seq.

4. The City of Costa Mesa is in compliance with 100% of the state-mandated fire inspection requirements contained within California Health & Safety Code Sections 13146.2 and 13146.3.

5. The City Council accepts the Costa Mesa Fire & Rescue Department's Report on the status of all 2021 state-mandated annual fire inspections in the City, and determines that the Costa Mesa Fire & Rescue Department has met its mandatory reporting requirements to the City Council as the administering agency, pursuant to California Health and Safety Code Section 13146.4.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this Resolution, or the documents in the record in support of this Resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.



**PASSED AND ADOPTED this 7th day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

**THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.**

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     )     ss  
CITY OF COSTA MESA     )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES:           COUNCIL MEMBERS:

NOES:           COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #: 22-720**

**Meeting Date: 6/7/2022**

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**TITLE:**

**FISCAL YEAR 2022-23 PROPOSED OPERATING AND CAPITAL IMPROVEMENT PROGRAM AND HOUSING AUTHORITY BUDGET AND**

**INTRODUCTION OF AN ORDINANCE TO ESTABLISH CHAPTER VII (AB 481 EQUIPMENT USE POLICY) TO TITLE 14 (POLICE AND LAW ENFORCEMENT) OF THE COSTA MESA MUNICIPAL CODE**

**DEPARTMENT: CITY MANAGER'S OFFICE, FINANCE DEPARTMENT**

**PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER, CAROL MOLINA, FINANCE DIRECTOR**

**FOR FURTHER INFORMATION CONTACT: CAROL MOLINA, FINANCE DIRECTOR, (714) 754-5243**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve Resolution 2022-xx, adopting the Proposed Fiscal Year 2022-23 Operating and Capital Improvement Program (CIP) Budget; and
2. Approve Salary and Classification Updates Resolutions 2022-xx to comply with the bargaining groups' MOUs as approved in May and June of 2020, and to update classifications consistent with the Proposed Budget recommendations; and
3. Authorize the appropriation of one additional full time Police Officer position (School Resource Officer) to the City's Table of Organization with a corresponding 50 percent cost sharing from the Newport Mesa Unified School District; and
4. Authorize the appropriation and enter into a purchase agreement for two ambulances through the Houston-Galveston Area Council of Governments (H-GAC) Buy Coop Purchasing contract with Redsky Emergency Vehicles, and authorize the City Manager and City Clerk to execute the necessary documents to support public safety to be funded from the \$500,000 legal settlement set-aside for this purpose; and
5. Authorize the City Manager and/or Finance Director to appropriate upon receipt and transfer American Rescue Plan Act (ARPA) Federal Funds as needed to comply with U.S. Treasury Guidelines and to facilitate audit review and compliance; and return to City Council with a proposed plan to best utilize the second available tranche of ARPA funds to offset economic losses as a result of the pandemic; and

6. Approve Joint Resolution 2022-xx adopting the Housing Authority Budget including Housing and Community Development expenditures for Fiscal Year 2022-23; and
7. If available, upon the closing of FY 2021-22, consider depositing up to \$1.5 million from newly available General Fund Balances to the Section 115 Trust Plan to expedite the pay down of pension obligations; and
8. Approve the City of Costa Mesa's Revised Special Event Rates and request that said rates be reviewed on an annual basis and submitted to City Council for approval; and
9. Introduce for first reading, by title only, Ordinance No. 2022-xx, adding Chapter VII (AB 481 Equipment Use Policy) to Title 14 (Police and Law Enforcement) pursuant to Assembly Bill 481 (AB 481) of Gov. Code Title 1, Div. 7, Chapter 12.8, to establish the City's AB 481 Equipment Use Policy and AB 481 Equipment Inventory.

### **BACKGROUND:**

The Proposed Budget for FY 2022-23 supports a first-class local government capable of meeting essential community needs and providing a solid foundation for recovery.

Over the past year, City operations have been streamlined to provide the core services on which our community relies - public safety; recreation, arts, and cultural programming; economic development and community planning; infrastructure creation and maintenance; and, safe, clean and enjoyable public spaces.

Operating departments have restructured to support organizational effectiveness and interdepartmental coordination; internal processes have been redesigned; and digital customer service tools have been developed with more being developed to enhance responsiveness and maximize efficiencies.

### ***Guiding Principles***

The guiding principles that inspired the recommendations for the FY 2022-23 Budget were created when the City Council conducted a Strategic Planning workshop identifying key priorities, as well as a new Mission Statement for Costa Mesa, as follows:

"The City of Costa Mesa serves our residents, businesses, and visitors by promoting a safe, inclusive, and vibrant community."

In addition, the City Council has developed five Three-Year Strategic Plan Goals:

- Strengthen the Public's Safety and Improve the Quality of Life;
- Achieve Long-Term Fiscal Sustainability;
- Recruit and Retain High Quality Staff;
- Diversify, Stabilize, and Increase Housing to Reflect Community Needs;
- Advance Environmental Sustainability and Climate Resiliency.

The recommendations contained in the FY 2022-23 Proposed Budget are rooted in the Strategic Plan Goals created by the City Council for a safe, inclusive and vibrant City.

### **ANALYSIS:**

The theme for the FY 2022-23 Proposed Budget, **“Paving a Brighter Future Together,”** conveys the revival of our community as we work together, building a brighter future for our community, our youth, our seniors, and our businesses, and as we incorporate key strategies to ensure long-term fiscal sustainability.

At the April 26, 2022 and May 10, 2022 City Council Operating and Capital Improvement Budget Study Sessions, City Council provided feedback to staff regarding several items contained in the Proposed Budgets. At the May 11, 2022 Finance and Pension Advisory meeting, the FY 2022-23 Proposed Budget was also presented and discussed. The result is a budget that addresses the City Council's goals and priorities, while fulfilling the service requirements of the people who live, work, and play in our community. This represents a balanced budget and provides the highest level of service to the community within existing financial resources.

The agenda reports and videos for the April 26, 2022 and May 10, 2022 City Council Study Sessions can be found here:

#### April 26, 2022 Agenda Report

- [FY2022-23 Proposed Capital Improvement Program Budget Study Session Staff Report and Corresponding Attachments <https://costamesa.legistar.com/LegislationDetail.aspx?ID=5566184&GUID=D7606569-3C11-4170-ADE9-7CD23E9C4C0C>](https://costamesa.legistar.com/LegislationDetail.aspx?ID=5566184&GUID=D7606569-3C11-4170-ADE9-7CD23E9C4C0C)

#### April 26, 2022 Study Session Video

- [FY2022-23 Proposed Capital Improvement Program Budget Study Session Video <https://costamesa.granicus.com/player/clip/3855?view\\_id=14&redirect=true>](https://costamesa.granicus.com/player/clip/3855?view_id=14&redirect=true)

#### May 10, 2022 Agenda Report

- [FY2022-23 Proposed Operating and Capital Improvement Program Budget Study Session Staff Report and Corresponding Attachments <https://costamesa.legistar.com/LegislationDetail.aspx?ID=5645343&GUID=54DF65C9-9427-](https://costamesa.legistar.com/LegislationDetail.aspx?ID=5645343&GUID=54DF65C9-9427-)

#### May 10, 2022 Study Session Video

- [FY2022-23 Proposed Operating and Capital Improvement Program Budget Study Session <https://costamesa.granicus.com/player/clip/3863?view\\_id=14&redirect=true>](https://costamesa.granicus.com/player/clip/3863?view_id=14&redirect=true)

### ***Overview of FY 2021-22 Proposed All Funds Budget***

The Proposed FY 2022-23 Budget totals \$206.1 million in All Funds. This reflects an increase of \$8.2 million, or 4.2 percent, from the FY 2021-22 All Funds Budget of \$197.9 million.

**Table 1 - FY 2022-23 Proposed Budget - All Funds**

Appropriations Funds	All FY 2021/22 Adopted	FY 2022/23 Proposed	School Resource Officer	Adjusted Proposed	Increase / Amount	Decrease Percent
Operating Budget	\$163,522,932	\$170,095,673	\$120,000	\$170,215,673	\$6,692,741	4.1%
Transfers Out	9,841,585	10,627,990	-	10,627,990	786,405	8.0%
Capital Budget	24,566,362	25,312,023	-	25,312,023	745,661	3.0%
Total	\$197,930,879	\$206,035,686	\$120,000	\$206,155,686	\$8,224,807	4.2%

**Operating Budget**

The proposed increase of \$6.7 million, for a total of \$170.2 million in the Operating Budget's portion of the FY 2022-23 All Funds Budget is mostly comprised of increased staffing and service levels to restore essential services, most of which is housed in the General Fund.

The addition of a School Resource Officer/Police Officer (SRO) as requested by the Newport Mesa Unified School District (NMUSD) has been added to the General Fund Police Department's Proposed Budget. NMUSD has agreed to reimburse the City for fifty percent (50%) of the total compensation paid to the SRO. Additional detail will be provided in the General Fund section of this staff report.

**First -Time Home Buyers Program**

At the May 10, 2022 City Council Study Session, Council requested modifications to the public school criteria for program eligibility. Staff will develop a detailed review of the program and return later for City Council review and deliberation.

**Transfers Out**

Transfers Out from All Funds total \$10.6 million. The Transfers Out are from the General Fund which transfers monies into three funds, the Capital Improvement Fund (\$5.4 million) to support the Capital Assets Needs Ordinance (CAN), and the five percent of General Fund revenues required to fund the annual Capital Improvement Plan; the 1.5 percent transfer to the Information Technology Replacement Fund (\$2.4 million) for the planned replacement of aging technology and software systems throughout the City; and, finally the Equipment Replacement Fund (\$2.8 million) to support the replacement of the City's aging fleet and ongoing fleet maintenance costs.

**Equipment Replacement**

The transfer to the Equipment Replacement Fund is a new transfer proposed to correct the longstanding deficit in the City's Equipment Replacement Fund, which is responsible for the financing, maintenance and repair of the City's entire vehicle/apparatus/heavy equipment fleet and the fleet maintenance crew of 7.6 FTEs currently responsible for repairing and maintaining this diverse fleet, which is comprised of diesel, gasoline, propane, compressed natural gas, hybrid and electric vehicles. The fleet is comprised of more than 350 vehicles/apparatus/equipment including fire engines, fire ladder/tiller trucks, ambulances, patrol officer vehicles, tractors, medium duty trucks, asphalt trucks, hydraulic vactors, heavy equipment trailers, ten-wheeler trucks, motorcycles, emergency generators, and three Cal OES firefighting apparatus to name a few.

The Equipment Replacement Fund has been historically underfunded causing a severe backlog of vehicles/apparatus in need of replacement and many other vehicles far exceeding their useful life resulting in costly repairs that surpass the asset's replacement value. As of June 30, 2019, the Equipment Replacement Fund ended the fiscal year with zero cash. For a full service city such as Costa Mesa, there needs to be sufficient funding to adequately support the City's fleet, especially the public safety and public services teams that are critical to emergency response. The FY 2022-23 Proposed All Funds Budget contains a recurring \$2.8 million to fully fund all staff performing fleet maintenance functions and sufficient funding to replace a larger portion of the City's fleet at the end of the useful life of the asset.

In addition, the Public Works Department is in need of several items of equipment to increase efficiencies during road maintenance and construction which is included in the FY 2022-23 Proposed Budget. Staff is recommending that City Council authorize the City Manager and/or Finance Director to enter into a master lease agreement for the Public Works equipment (estimated at \$444,000) listed below. The estimated annual lease payments are already included in the FY 2022-23 Proposed Budget:

- Isuzu NRR Cab Chassis Truck with Roadline Red Curb System (estimated at \$194,000); and
- Caterpillar Mini Excavator (estimated at \$165,000); and
- Caterpillar Skid Steer Loader (estimated at \$85,000).

#### Capital Budget

The All Funds Capital Budget of \$25.3 million reflects the City's annual Capital Improvement Program (CIP) Budget that contains an increase of \$745,661 as a result of the full funding of the CAN, as well as changes in other special and restricted funds for capital projects. Additional detail regarding the CIP Budget was presented at the April 26, 2022 Study Session for the CIP and will be contained in further detail in the CIP section of the FY 2022-23 Proposed Budget Book. At the CIP Study Session, City Council requested that staff include a capital project to upgrade the workspace of the City's telecommunications center. As requested, the Capital Budget was increased by \$330,000 to accommodate this additional capital project.

**Table 2 - FY 2022-23 Capital Improvement Program Budget**

	FY 2021/22 Adopted	FY 2022/23 Proposed	Increase / Amount	Decrease Percent
Energy and Sustainability	\$295,000	\$195,000	(\$100,000)	66.1%
Facilities	4,492,306	8,813,125	4,320,819	196%
Parks	2,006,520	2,605,000	598,480	130%
Parkway and Medians	1,000,000	700,000	(300,000)	70%
Streets	12,531,536	9,842,782	(2,688,754)	79%
Transportation	4,241,000	3,156,116	(1,084,884)	(26%)
Total Appropriations	\$24,566,362	\$25,312,023	\$745,661	3.0%

***FY 2022-23 Proposed General Fund Budget***

The Proposed FY 2022-23 General Fund expenditure budget is a balanced budget and totals \$163.6 million. This reflects an increase of \$9.2 million or 6.0 percent from the FY 2021-22 Adopted Budget of \$154.4 million, and is fully balanced by ongoing General Fund revenue. Table 3 is a summary of the FY 2022-23 General Fund Proposed Revenue and Expenditure Budget.

***Table 3 - FY 2022-23 General Fund Proposed Budget***

	FY 2021/22 Adopted	FY 2022/23 Proposed	School Resource Officer	Adjusted Proposed	Increase / Amount	Decrease Percent
Estimated Revenues	\$144,622,060	\$163,507,538	\$120,000	\$163,627,538	\$19,005,478	13.1%
Transfers In	6,561,529	-	-	-	(6,561,529)	(100%)
Use of Fund Balance	3,219,091	-	-	-	(3,219,091)	(100%)
Total Resources	\$154,402,680	\$163,507,538	\$120,000	\$163,627,538	\$9,224,858	6.0%
Operating Budget	\$145,421,745	\$152,879,548	\$120,000	\$152,999,548	\$7,577,803	5.2%
Transfers Out	8,980,935	10,627,990	-	10,627,990	1,647,055	18.3%
Total Appropriations	\$154,402,680	\$163,507,538	\$120,000	\$163,627,538	\$9,224,858	6.0%

***General Fund Highlights***

The FY 2022-23 Proposed Budget for Total General Fund Resources totals \$163.6 million, a \$9.2 million, or 6.0 percent increase from the \$154.4 million FY 2021-22 Adopted Budget.

Recurring General Fund Revenue is recovering favorably with several categories already back to or above pre-pandemic levels such as Sales and Use Tax, Licenses and Permits, Use of Money and Property, and Fees and Charges. Recurring General Fund revenue projected for next year is \$163.6 million and reflects the funds typically used to cover public safety, parks and community services, development services, and other activities and programs known to residents. It is anticipated that for the Fiscal Year commencing July 1, 2022, the budget will be balanced without the use of Federal American Rescue Plan Act Funds and/or General Fund reserves.

***Addition of School Resources Officer/Police Officer (SRO)***

Since the SRO's program inception, it's primary mission has been to prevent and deter school violence before it strikes. In addition to the Police Department's full complement of sworn staffing of 140 Police Officers, the current program includes two full-time police officers exclusively designated to promote safety in the learning environment to the Newport Mesa Unified School District (NMUSD) schools located within the City.

School Resources Officers are present on school campuses to ensure the safety and security of our youth, interact with school staff and students, and respond to and handle all criminal acts occurring on school campuses or in the immediate vicinity. Their mere presence on campus can help mitigate issues that may otherwise result in emergency calls; and, they also provide initial investigation services on a variety of crimes, such as child abuse, assaults, theft, graffiti, and narcotics related

crimes.

NMUSD has requested an additional SRO be assigned to the district and will reimburse the City for fifty percent (50%) of the SRO's total compensation, estimated at \$240,000 annually. The City's portion will be funded through the City Manager's contingency fund. This additional position will result in 141 sworn positions in the Police Department.

### ***Staffing Levels***

The Proposed Budget includes 550 full-time employees (FTE), including the new School Resource Officer/Police Officer position and a new title for a currently vacant and funded position in the City Manager's Office to a new classification of Real Property Manager. Previously approved mid-year staffing adjustments of 6.5 FTEs are included. The Proposed Budget incorporates an additional 6.45 FTEs; however, all but 1.65 FTEs are funded from non-General Fund sources. During the Great Recession, the City lost 146 full time positions. Even with the proposed changes, full time staffing levels are still ten percent below FY 2009-10 pre-recession levels.

In March 2020, mid-way through the budget development process, the City was faced with the impacts of the worldwide coronavirus pandemic (COVID-19). In order to avoid layoffs due to the decline in revenue sources, staff quickly negotiated with multiple employee associations. Furloughs, or equivalent thereof, were implemented in exchange for a two percent increase in compensation and/or benefits beginning in FY 2022-23. The attached salary resolutions consolidate prior resolutions and are aligned to memorandums and resolutions already approved by City Council in May and June of 2020 and include new classifications previously authorized.

### ***Commitment to Public Safety***

One of the main priorities of the FY 2022-23 Proposed Budget is the City's continued commitment to public safety. As such, more than 56 percent of the General Fund Proposed Budget, approximately \$90 million, is designated for public safety.

The Police Department budget now includes 141 full time sworn personnel, reflecting one Police Sergeant position approved at mid-year, one Police Officer funded by the County Auto Theft Task Force, and one SRO shared with NMUSD included in the Revised Proposed Budget. We are pleased to report this is the highest level of Police sworn staffing since the Great Recession.

The Fire and Rescue Department budget contains 84 total full time sworn personnel. The Fire and Rescue Department provides emergency response services and staffs six fire stations, 24 hours a day, seven days a week, 365 days a year. The EMS Captain position approved at mid-year is included in the FY 2022-23 Proposed Budget as well as the new 9-1-1- Telecommunications Manager (split 50/50 with Police). We are pleased to also report that this is the highest level of Fire and Rescue sworn staffing since the Great Recession.

To supplement both Public Safety departments, the City is requesting to purchase two ambulances (estimated for both at \$375,000) that will be acquired through a H-GAC Buy Coop Purchasing contract with Redsky Emergency Vehicles to support the City's Fire and Rescue Department, and funded from a legal settlement provided for this purpose; and a BearCat G2 Armored Vehicle (estimated at \$350,000) for Police Field Operations. An armored rescue vehicle can significantly



decrease the threat to officers when deployed appropriately in situations such as active shooters, officer/citizen down rescues, armed barricaded suspects, and other major incidents where an act of violence or threat of violence is imminent. The City's existing armored vehicle is a 37-year old retrofitted GMC armored bank car with a manual transmission, and is in dire need of replacement.

*Assembly Bill 481 (AB 481), of Gov. Code Title 1, Div. 7, Chapter 12.8. Funding, Acquisition, and Use of Equipment*

AB 481 requires a law enforcement agency to obtain approval of the governing body, by an ordinance adopting an equipment use policy at a regular meeting of the governing body prior to engaging in any of the following:

- Requesting equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
- Seeking funds for equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- Acquiring equipment either permanently or temporarily, including by borrowing or leasing.
- Collaborating with another law enforcement agency in the deployment or other use of equipment within the territorial jurisdiction of the governing body.
- Using any new or existing equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, equipment.
- Acquiring equipment through any means not provided by this paragraph.

AB 481 went into law as of January 1, 2022. Per AB 481, law enforcement agencies are now required to first obtain approval for the policy content from their respective governing body. After enacting the ordinance adopting the policy, law enforcement agencies are further required to submit an annual report to the governing body for as long as the equipment is available for use. Agencies must also hold at least one community engagement meeting within 30 days of submitting and publicly releasing the annual report. Finally, agencies are required to attach an AB 481 equipment inventory to the policy. Agencies seeking to continue using AB 481 equipment acquired prior to January 1, 2022, had until May 1, 2022 to commence the governing body approval process described by the statute. Staff commenced this process in March, 2022; the report concerning currently used equipment inventory was sent to the Council and posted for public review on April 21, 2022.

As such, staff is requesting approval of an Ordinance adopting the City's AB 481 Equipment Use Policy and AB 481 Equipment Inventory.

*Transfers Out*

The Transfers Out proposed budget of \$10.6 million, an increase of \$1.6 million, or 18.3 percent, provides full funding for the Capital Asset Needs (CAN) requirement of 5 percent of General Fund Revenues towards the City's capital; 1.5 percent towards the Information Technology Replacement Fund to fund the IT Strategic Plan; and \$2.8 million for the ongoing replacement and maintenance of the City's aging fleet.

**Capital Asset Needs (CAN):**

The Proposed FY 2022-23 General Fund Budget includes the full allocation of five percent (\$8.2 million) to fund investments to the City's infrastructure and capital assets, and to fund existing debt for the \$30 million Lions Park Capital Projects Bonds.

**General Fund Reserves**

To maintain the City's solid bond ratings, the City must continue to demonstrate fiscal prudence and controls on spending. Maintaining solid emergency reserves is yet another way of demonstrating financial discipline. According to Standard & Poor's, the City of Costa Mesa holds, "Very strong management, with strong financial policies and practices under our financial management assessment methodology..."

**Table 4 - General Fund Reserves (in millions)**

Fund Balance Category	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Estimate
Committed				
Declared Disasters	\$14,125	\$14,125	\$14,125	\$14,125
Self-Insurance	2,000	2,000	2,000	2,000
Economic Reserves	7,500	9,000	9,000	9,000
Assigned				
Compensated Absences	4,892	5,036	5,920	5,920
Police Retirement 1% Suppl.	2,297	2,365	2,275	2,275
Section 115 Trust	-	1,750	-	-
Restricted				
Pension and OPEB	-	-	1,778	1,778
Non-spendable	280	362	965	965
Unassigned	20,451	18,825	17,429	17,429
Total Fund Balance	\$51,545	\$53,463	\$53,492	\$53,492

**Section 115 Trust Plan Recommendation**

In the City's continuing effort to set aside funds for pension obligations, staff is recommending that up to \$1.5 million from potential current year's projected surplus, if available, be deposited in the Section 115 Trust Plan.

**FY2022-23 Housing Authority**

On January 17, 2012, under the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.* ("HAL"), the City Council established the Costa Mesa Housing Authority ("Housing Authority"). Also on that date by resolution, the City Council selected the Housing Authority to serve as the "housing successor" and to assume the housing assets, duties, functions and obligations of the former Costa Mesa Redevelopment Agency ("Former Agency") as of February 1, 2012.

Section 34176.1 establishes certain limitations on expenditures by housing successors; thus, each fiscal year the Housing Authority's funding is limited in two categories: (1) administrative costs, including covenant monitoring, and (2) homelessness prevention and rapid rehousing.

**Homeless Outreach**

The Homeless Outreach program combines the City's Network for Homeless Solutions with the Housing Authority's Homeless Prevention and Rapid Rehousing Program. Both programs serve the same functions and offer a broad range of services to homeless individuals, such as assisting with housing options; creating a social service registry; establishing a network of nonprofit and faith-based organizations; providing outreach services; and reconnecting new homeless persons to their families and services in their city/state of origin.

**Costa Mesa Bridge Shelter**

The Housing Authority accounts for all shelter operating activities, including shelter operator contract, utilities, external rents, maintenance, and other operational costs.

In March 2021, the Costa Mesa Bridge Shelter on Airway Avenue was completed and opened, and a partnership was established between the City of Costa Mesa and the City of Newport Beach. The permanent shelter serves as a temporary home for as many as 70 men and women in need. It is intended to help homeless individuals and residents who are touched by homelessness.

The Housing Authority's FY 2022-23 budget consists of funding from a variety of resources with distinct purposes. This includes rental income, loan repayments, grants, Other Fund subsidies and contributions/donations.

**Table 5 - FY2022-23 Proposed Housing Authority Budget**

	FY 2021/22 Adopted	FY 2022/23 Proposed	Increase / Amount	Decrease Percent
Total Resources	\$4,060,211	\$4,192,863	\$132,652	3.3%
Total Appropriations	\$4,060,211	\$4,192,863	\$132,652	3.3%

**FY2022-23 Successor Agency**

As of February 1, 2012, all California redevelopment agencies were dissolved. The Successor Agency to the Costa Mesa Redevelopment Agency (Successor Agency) is performing its functions under Division 24, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together as amended, the "Dissolution Law"), to administer the enforceable obligations and unwind the affairs of the former Agency.

As of July 1, 2018, the Orange Countywide Oversight Board (Oversight Board) serves as the oversight board to the 25 successor agencies in Orange County. Under Section 34171(h) of the California Health and Safety Code, as amended, the Recognized Obligation Payment Schedule (ROPS) is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision(o) of Section 34177."

The enforcement obligation remaining is the annual payment on the \$9.3 million loan from the City's General Fund to the former Redevelopment Agency. The current loan balance (as of June 2022) is \$3,451,948.

On January 18, 2022, the Successor Agency approved the FY2022-23 annual ROPS payment of \$1,749,586. The Successor Agency's annual ROPS payment was subsequently approved by the Oversight Board on January 25, 2022 and the Department of Finance on March 11, 2022.

### **Cannabis Traffic Impact Fee Fund (TIF)**

Pursuant to California Gov. Code Section 66000, *et seq.*, and the Costa Mesa Municipal Code, the purpose of a traffic impact fee is to fund the necessary transportation/circulation improvements, which are related directly to the incremental traffic impacts imposed on the City's transportation system by the development of new and/or changing commercial, industrial, and residential uses as permitted by the General Plan.

As such, approved dispensaries are subject to a Traffic Impact Fee (TIF) of \$235 per Average Daily Trip (ADT), as approved by City Council in October 2020. City staff recommends a separate Special Revenue Fund to account for and monitor the receipts and disbursements from the Cannabis fees and designate for improvements within the dispensary's corridor and/or surrounding area.

### **FY2022-23 Special Event Rates**

Regarded as one of the most livable cities in the County, Costa Mesa offers community celebrations, festivals, and parades that provide opportunities for social activity, cultural experience, creative expression, and engagement in public life. Being named the City of the Arts, special events benefit the community through exposure to artistic and creative innovation, while providing entertaining ways to relax and enjoy life.

Each year, the City hosts, sponsors and/or coordinates with other agencies and local organizations to hold programs and activities that our local citizenry enjoy and love. These activities include the OC Fair and the OC Marathon, to name a couple.

A majority of events require public safety, public works, community development, and/or parks and community services staff. As such, the City costs out an hourly rate for the City personnel requested/needed to staff these events. The City takes into consideration a position's hourly rate and corresponding benefits attributed to the position/classification. Every year, City Council approves updated special event rates.

Staff is requesting the approval of the attached Rate Determination Schedule that has been realigned with the rates of our neighboring cities.

### **ALTERNATIVES**

The City Council can provide alternative direction to staff on the Proposed Budgets for FY 2022-23 through June 30, 2022.

### **FISCAL REVIEW:**

The FY 2022-23 Budget provides the funding and expenditure plan for all funds. As such, it serves as the City's financial plan for the upcoming fiscal year. The City Council will be kept apprised regarding actual operating results for the General Fund through a quarterly financial report and the Mid-Year Budget Review. The Mid-Year Budget Review will include an update of the fiscal year's projected

revenues and expenditures, and any recommended adjustments, if necessary.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed and approved this report as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the City Council goals:

- Strengthen the Public's Safety and Improve the Quality of Life;
- Achieve Long-term Fiscal Sustainability;
- Recruit and Retain High Quality Staff;
- Diversify, Stabilize, and Increase Housing to Reflect Community Needs; and
- Advance Environmental Sustainability and Climate Resiliency.

**CONCLUSION:**

The strong commitment of our City Council, residents and community partners for healthy, sustainable neighborhoods and balanced economic activity, both facilitate and aid us to continue the quality of services we provide.

Staff recommends that City Council:

1. Approve Resolution 22-XX, adopting the Proposed Fiscal Year 2022-23 Operating and Capital Improvement Program (CIP) Budget; and
2. Approve Salary and Classification Updates Resolutions 22-XX to comply with the bargaining groups' MOUs as approved in May and June of 2020 and to update classifications consistent with the Proposed Budget recommendations; and
3. Authorize the appropriation of one additional full time Police Officer position (School Resource Officer) to the City's Table of Organization with a corresponding 50 percent cost sharing from the Newport Mesa Unified School District; and
4. Authorize the appropriation and enter into a purchase agreement for two ambulances through the Houston-Galveston Area Council of Governments (H-GAC) Buy Coop Purchasing contract with Redsky Emergency Vehicles, and authorize the City Manager and City Clerk to execute the necessary documents to support public safety to be funded from the \$500,000 legal settlement set-aside for this purpose; and
5. Authorize the City Manager and/or Finance Director to appropriate upon receipt and transfer American Rescue Plan Act (ARPA) Federal Funds as needed to comply with U.S. Treasury Guidelines and to facilitate audit review and compliance; and return to City Council with a proposed plan to best utilize the second available tranche of ARPA funds to offset economic losses as a result of the pandemic; and
6. Approve Joint Resolution 22-XX adopting the Housing Authority Budget including Housing and Community Development expenditures for Fiscal Year 2022-23; and

7. If available, upon the closing of FY 2021-22, consider depositing up to \$1.5 million from newly available General Fund Balances to the Section 115 Trust Plan to expedite the pay down of pension obligations; and
8. Approve the City of Costa Mesa's Revised Special Event Rates and request that said rates be reviewed on an annual basis and submitted to City Council for approval; and
9. Introduce for first reading, by title only, Ordinance No. 2022-xx, adding Chapter VII (AB 481 Equipment Use Policy) to Title 14 (Police and Law Enforcement) pursuant to Assembly Bill 481 (AB 481) of Gov. Code Title 1, Div. 7, Chapter 12.8, to establish the City's AB 481 Equipment Use Policy and AB 481 Equipment Inventory.

Attachments:

1. Proposed Fiscal Year 2022-23 Operating and Capital Improvement Program (CIP) Budget Resolution 22-XX
2. FY2022-23 All Funds Revenues with General Fund, without CIP
3. FY2022-23 All Funds Appropriations with General Fund, without CIP
4. FY2022-23 Capital Improvement Program
5. FY2022-23 Table of Organization
6. FY2022-23 Housing Authority Budget Resolution 22-XX
7. FY2022-23 Housing Authority Budget
8. Salary Resolutions
  - a. Costa Mesa City Employees Association 22-XX
  - b. Costa Mesa Police Association 22-XX
  - c. Costa Mesa Fire Management Association 22-XX
  - d. Costa Mesa Division Managers Association 22-XX
  - e. Confidential Management Unit 22-XX
  - f. Executive Compensation Plan and Executive Salary Schedule 22-XX
9. Rate Determination Schedule
10. AB 481 Proposed Ordinance 22-XX
11. AB 481 Proposed Policy
12. AB 481 Equipment Inventory
13. H-GAC Buy Coop Purchasing contract with Redsky Emergency Vehicles

**RESOLUTION NO. 22-xx****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR FISCAL YEAR 2022-2023**

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed Operating and Capital Improvement Budget for Fiscal Year 2022-2023 in compliance with Section 2-119 of the Costa Mesa Municipal Code; and

WHEREAS, Section 2-209 of the Costa Mesa Municipal Code requires the City to allocate a minimum of five percent (5%) of the annual General Fund revenues to the capital expenditures Fund and a minimum of one and a half percent (1.5%) of the annual General Fund revenues to the Information Technology Replacement Fund, for a combined allocation of six and a half percent (6.5%); and

WHEREAS, due to the global COVID-19 pandemic, declarations of Federal, State, County and City emergencies, associated stay-at-home orders and closure of many businesses in the City in 2020, the City faced a severe economic downturn unforeseen circumstances, including continued loss and deferral of revenues; and

WHEREAS, the City Council conducted a Strategic Planning workshop identifying key priorities, as well as a new Mission Statement for the City of Costa Mesa: “The City of Costa Mesa serves our residents, businesses, and visitors by promoting a safe, inclusive, and vibrant community;” and

WHEREAS, in addition to a new Mission Statement, five new Strategic Plan Goals were developed: (1) Strengthen the Public’s Safety and Improve the Quality of Life; (2) Achieve Long-Term Fiscal Sustainability; (3) Recruit and Retain High Quality Staff; (4) Diversify, Stabilize, and Increase Housing to Reflect Community Needs; and (5) Advance Environmental Sustainability and Climate Resiliency; and

WHEREAS, the American Rescue Plan Act of 2021, signed into law by President Joe Biden in March 2021, is a \$1.9 trillion in economic stimulus plan; thereby providing for a wide variety of funding efforts to offset the economic losses resulting from the worldwide pandemic. Included is the State and Local Fiscal Recovery Fund delivering \$350 billion for State, Local, and Tribal Governments to address economic loss as a result of the pandemic. The City of Costa Mesa was allocated \$26.5 million, receiving 50% in FY 2020-2021, and the other 50% in FY 2021-2022; and

WHEREAS, coupled with the American Rescue Plan funding and the reopening of the California economy on June 15, 2021, City Council desires to convey the restoration of core services while incorporating key strategies to ensure long-term fiscal sustainability; and

WHEREAS, the City Council desires to gradually increase enhanced public services to the community as the City, and the nation emerge from the COVID-19 pandemic, by reopening City Hall, reopening all parks, eliminating furloughs, and increasing staffing to address the community's needs; and

WHEREAS, the City Council conducted a duly noticed public hearing at its regular meeting on June 7, 2022 regarding the proposed Operating and Capital Improvement Budget for Fiscal Year 2022-2023; and

WHEREAS, the City Council has considered the proposed Operating & Capital Improvement Budget for Fiscal Year 2022-2023 and input from the public, and desires to adopt the proposed Operating & Capital Improvement Budget for Fiscal Year 2022-2023, as the Operating and Capital Improvement Budget for Fiscal Year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. The Operating and Capital Improvement Program Budget for Fiscal Year 2022-2023 is incorporated by reference as if fully set forth herein.

Section 2. The Operating and Capital Improvement Program Budget for Fiscal Year 2022-2023, as prepared and submitted by the City Manager, is hereby approved and adopted in the amount of \$206,155,686.

Section 3. The Operating Budget for Fiscal Year 2022-2023 shall be considered amended upon the close of Fiscal Year 2022-2023 to include and reappropriate any outstanding encumbrances carried forward.

Section 4. The Capital Improvement Program Budget for Fiscal Year 2022-2023 shall be considered amended upon the close of Fiscal Year 2022-2023 to include and reappropriate funds for all previously approved projects that have not been initiated or completed.

Section 5. The City Council authorizes the City Manager to make changes in internal service fund allocations to departments to reflect any modifications made after the Adopted Budget was presented.

Section 6. The City Manager or Finance Director, for the purpose of administrative necessity in implementing the budget, shall have the authority to transfer monies to the appropriate item, account, program, department, or fund to cover expenditures which have been approved by the City Council, except where such transfer is expressly prohibited in a resolution or ordinance approved by the City Council. The City Manager or Finance Director shall also have the authority to transfer monies between and within funds to meet the operational needs of the City within established spending limits.

Section 7: That the Tables of Organization, a copy of which is attached hereto as Attachment X and incorporated by this reference as though fully set forth herein, is hereby approved and adopted. The City Manager may revise the Tables of Organization provided that the authorized number of personnel within the City is not exceeded.



Section 8: That the City Manager or Finance Director may, as necessary, appropriate donations and grants received during the fiscal year up to \$100,000 per source or grantor. Donations and grant awards requiring matching funds (in-cash), or exceeding \$100,000 from a single source or grantor, shall require City Council approval. Any resolutions authorizing budget amendments related to donations and grants in conflict herewith are hereby repealed.

Section 9: That the City Manager or Finance Director may, as necessary, appropriate revenue and expenditure allocations, for emergency public safety mutual aid requests, as expenses are incurred and reimbursements are received, for a net neutral fiscal impact.

Section 10: That the City Manager or Finance Director may, as necessary, appropriate and transfer Federal American Rescue Plan Act (ARPA) Funds, to comply with U.S. Treasury Guidelines and to facilitate audit review and compliance.

**PASSED AND ADOPTED this 7<sup>th</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 22-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2021, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 7<sup>th</sup> day of June, 2022.

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Brenda Green, City Clerk

BUDGET 2022-2023

SUMMARIES OF  
FINANCIAL DATA

## All Funds Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>GENERAL FUND</b>						
<b>Fund 101 - General Fund</b>	<b>\$137,600,019</b>	<b>\$150,212,010</b>	<b>\$151,183,589</b>	<b>\$163,507,538</b>	<b>\$120,000</b>	<b>\$163,627,538</b>
<b>SPECIAL REVENUE FUNDS</b>						
<b>Fund 130 - Cultural Arts Master Plan</b>						
Marijuana X Bus Tax	\$0	\$0	\$166,667	\$0	\$0	\$0
Marijuana Q Bus Tax	-	-	-	166,667	-	166,667
<b>Total Fund 130</b>	<b>\$0</b>	<b>\$0</b>	<b>\$166,667</b>	<b>\$166,667</b>	<b>\$0</b>	<b>\$166,667</b>
<b>Fund 140 - First Time Homebuyer Program</b>						
Marijuana X Bus Tax	\$0	\$0	\$166,667	\$166,667	\$0	\$166,667
<b>Total Fund 140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$166,667</b>	<b>\$166,667</b>	<b>\$0</b>	<b>\$166,667</b>
<b>Fund 150 - Disaster Fund</b>						
Other County Grants/Programs	\$8,877	\$793,904	\$0	\$0	\$0	\$0
Operating Transfers In	-	5,053,108	-	-	-	-
Other Federal Grants	1,059,214	1,528,403	-	-	-	-
<b>Total Fund 150</b>	<b>\$1,068,091</b>	<b>\$7,375,416</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 201 - Gas Tax</b>						
Investment Earnings	\$133,849	\$102,420	\$40,000	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	121,627	(107,544)	-	-	-	-
Gasoline Tax - Section 2103	798,691	765,768	1,023,231	1,110,769	-	1,110,769
Gasoline Tax - Section 2105	590,859	584,754	666,742	727,641	-	727,641
Gasoline Tax - Section 2106	369,871	360,600	406,808	444,705	-	444,705
Gasoline Tax - Section 2107.1	746,072	791,272	848,480	994,072	-	994,072
Gasoline Tax - Section 2107.5	10,000	10,000	10,000	10,000	-	10,000
Other Reimbursements	10,780	71,583	-	-	-	-
<b>Total Fund 201</b>	<b>\$2,781,749</b>	<b>\$2,578,852</b>	<b>\$2,995,261</b>	<b>\$3,287,187</b>	<b>\$0</b>	<b>\$3,287,187</b>
<b>Fund 203 - Air Quality</b>						
Air Quality Improvement Fees	\$146,894	\$149,875	\$146,900	\$150,000	\$0	\$150,000
Investment Earnings	8,508	5,013	3,005	-	-	-
GASB 31 Market Value Adjustmnt	5,748	(6,419)	-	-	-	-
Other Governmental Agencies	-	122,540	-	-	-	-
<b>Total Fund 203</b>	<b>\$161,150</b>	<b>\$271,009</b>	<b>\$149,905</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>
<b>Fund 204 - American Rescue Plan</b>						
American Rescue Plan	\$0	\$13,113,464	\$0	\$0	\$0	\$0
Investment Earnings	-	381	-	-	-	-
Other Federal Grants	-	-	13,240,757	-	-	-
<b>Total Fund 204</b>	<b>\$0</b>	<b>\$13,113,845</b>	<b>\$13,240,757</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 205 - HOME Investment Partnerships Program (HOME)</b>						
Lien/Loan Repayment	\$49,818	\$46,325	\$20,000	\$20,000	\$0	\$20,000
Investment Earnings	33,005	21,986	30,000	-	-	-
HOME Invest. Partnership Grant	141,967	41,261	501,749	501,749	-	501,749
GASB 31 Market Value Adjustmnt	28,221	(21,084)	-	-	-	-
<b>Total Fund 205</b>	<b>\$253,011</b>	<b>\$88,487</b>	<b>\$551,749</b>	<b>\$521,749</b>	<b>\$0</b>	<b>\$521,749</b>

## All Funds Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 207 - Community Development Block Grant (CDBG)</b>						
Lien/Loan Repayment	\$0	\$0	\$0	\$0	\$0	\$0
Community Dev. Block Grant	411,358	1,895,056	1,121,215	1,121,215	-	1,121,215
Investment Earnings	445	-	-	-	-	-
<b>Total Fund 207</b>	<b>\$411,803</b>	<b>\$1,895,056</b>	<b>\$1,121,215</b>	<b>\$1,121,215</b>	<b>\$0</b>	<b>\$1,121,215</b>
<b>Fund 213 - Supplemental Law Enforcement Services (SLESF)</b>						
Citizens' Option Public Safety	\$273,684	\$273,945	\$265,965	\$271,551	\$0	\$271,551
Investment Earnings	55	322	-	-	-	-
GASB 31 Market Value Adjustmnt	193	(259)	-	-	-	-
<b>Total Revenues</b>	<b>\$273,932</b>	<b>\$274,009</b>	<b>\$265,965</b>	<b>\$271,551</b>	<b>\$0</b>	<b>\$271,551</b>
Operating Transfers In	\$-	\$-	\$-	\$-	\$-	\$-
<b>Total Other Financing Sources</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Fund 213</b>	<b>\$273,932</b>	<b>\$274,009</b>	<b>\$265,965</b>	<b>\$271,551</b>	<b>\$0</b>	<b>\$271,551</b>
<b>Fund 216 - Rental Rehabilitation Program</b>						
Lien/Loan Repayment	\$40,000	\$0	\$0	\$0	\$0	\$0
Investment Earnings	5,381	3,774	1,000	-	-	-
GASB 31 Market Value Adjustmnt	4,758	(3,754)	-	-	-	-
<b>Total Fund 216</b>	<b>\$50,139</b>	<b>\$19</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 217 - Narcotics Forfeiture</b>						
Asset Forfeiture-County/Other	\$58,421	\$4,641	\$0	\$0	\$0	\$0
Asset Forf OC Drug/Gang Actvty	10,310	819	-	-	-	-
Asset Forfeiture - Treasury	10,824	-	-	-	-	-
Asset Forfeiture - Justice	587,525	-	-	-	-	-
Investment Earnings	26,109	23,102	1,000	-	-	-
GASB 31 Market Value Adjustmnt	31,005	(22,688)	-	-	-	-
<b>Total Fund 217</b>	<b>\$724,193</b>	<b>\$5,873</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 219 - Local Law Enforcement Block Grant</b>						
Investment Earnings	\$715	\$462	\$0	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	582	(459)	-	-	-	-
<b>Total Fund 219</b>	<b>\$1,297</b>	<b>\$2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 220 - Office of Traffic Safety</b>						
Other Federal Grants	\$163,410	\$273,383	\$0	\$0	\$0	\$0
<b>Total Fund 220</b>	<b>\$163,410</b>	<b>\$273,383</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 230 - Federal Grants</b>						
Other Federal Grants	\$13,300	\$2,818,645	\$0	\$331,116	\$0	\$331,116
Investment Earnings	12,363	5,533	-	-	-	-
GASB 31 Market Value Adjustmnt	47,638	-	-	-	-	-
Local Law Enforcemnt Blk Grnt	-	-	-	-	-	-
<b>Total Fund 230</b>	<b>\$73,301</b>	<b>\$2,824,178</b>	<b>\$0</b>	<b>\$331,116</b>	<b>\$0</b>	<b>\$331,116</b>
<b>Fund 231 - State Grants</b>						
State Government	\$0	\$0	\$0	\$0	\$0	\$0
Other State Grants	273,025	1,196,710	329,813	527,803	-	527,803

## All Funds Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
Other Federal Grants	-	-	-	-	-	-
Investment Earnings	686	352	500	-	-	-
GASB 31 Market Value Adjustmnt	2,775	-	-	-	-	-
<b>Total Fund 231</b>	<b>\$276,486</b>	<b>\$1,197,062</b>	<b>\$330,313</b>	<b>\$527,803</b>	<b>\$0</b>	<b>\$527,803</b>
<b>Fund 251 - Road Maintenance and Rehabilitation Account (RMRA) Gas Tax</b>						
Investment Earnings	\$69,267	\$71,625	\$15,000	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	74,796	(77,806)	-	-	-	-
Gasoline Tax - Loan Repayment	130,218	-	-	-	-	-
Gasoline Tax - RMRA	2,006,161	2,127,817	2,263,862	2,570,782	-	2,570,782
<b>Total Fund 251</b>	<b>\$2,280,442</b>	<b>\$2,121,636</b>	<b>\$2,278,862</b>	<b>\$2,570,782</b>	<b>\$0</b>	<b>\$2,570,782</b>
<b>CAPITAL PROJECTS FUNDS</b>						
<b>Fund 208 - Park Development Fees</b>						
Park Development Fees	\$1,049,018	\$766,372	\$708,869	\$328,095	\$0	\$328,095
Contributions	-	100,000	-	-	-	-
Other Reimbursements	-	6,966	-	-	-	-
Loan Proceeds	-	-	-	-	-	-
Investment Earnings	125,578	77,781	50,000	-	-	-
GASB 31 Market Value Adjustmnt	98,324	(69,760)	-	-	-	-
<b>Total Fund 208</b>	<b>\$1,272,919</b>	<b>\$881,359</b>	<b>\$758,869</b>	<b>\$328,095</b>	<b>\$0</b>	<b>\$328,095</b>
<b>Fund 209 - Drainage Fees</b>						
Drainage Assessment Fees	\$898,498	\$433,328	\$426,411	\$213,206	\$0	\$213,206
Other Reimbursements	-	-	-	-	-	-
Investment Earnings	39,586	34,027	20,000	-	-	-
GASB 31 Market Value Adjustmnt	38,898	(31,927)	-	-	-	-
<b>Total Fund 209</b>	<b>\$976,982</b>	<b>\$435,428</b>	<b>\$446,411</b>	<b>\$213,206</b>	<b>\$0</b>	<b>\$213,206</b>
<b>Fund 214 - Traffic Impact Fees</b>						
Traffic Impact Fees	\$259,298	\$1,212,500	\$200,000	\$1,533,025	\$0	\$1,533,025
Other Reimbursements	-	1,855	-	-	-	-
Investment Earnings	93,197	64,666	30,000	-	-	-
GASB 31 Market Value Adjustmnt	81,608	(74,161)	-	-	-	-
<b>Total Fund 214</b>	<b>\$434,104</b>	<b>\$1,204,859</b>	<b>\$230,000</b>	<b>\$1,533,025</b>	<b>\$0</b>	<b>\$1,533,025</b>
<b>Fund 218 - Fire System Development</b>						
Fire Protect. Sys. Dev. Fees	\$167,540	\$0	\$0	\$0	\$0	\$0
Fire Prot System Paramedic	-	-	-	-	-	-
Investment Earnings	10,844	4,572	700	-	-	-
GASB 31 Market Value Adjustmnt	5,764	(4,548)	-	-	-	-
<b>Total Fund 218</b>	<b>\$184,148</b>	<b>\$23</b>	<b>\$700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 228 - Fire Protection System Paramedic Fund</b>						
Fire Prot System Paramedic	\$301,792	\$0	\$0	\$0	\$0	\$0
Investment Earnings	3,462	4,163	-	-	-	-
GASB 31 Market Value Adjustmnt	5,249	(4,141)	-	-	-	-
<b>Total Fund 228</b>	<b>\$310,503</b>	<b>\$21</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## All Funds Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 401 - Capital Outlay</b>						
Contributions	\$0	\$100,000	\$0	\$0	\$0	\$0
Other Federal Grants	599,689	605,285	-	-	-	-
Other County Grants/Programs	-	2,529,126	-	-	-	-
Other Governmental Agencies	-	1,670,000	-	-	-	-
Other State Grants	727,500	244,004	-	-	-	-
Investment Earnings	191,364	154,011	60,000	-	-	-
GASB 31 Market Value Adjustmnt	113,335	(155,755)	-	-	-	-
Other Reimbursements	1,076,110	183,801	-	-	-	-
<b>Total Revenues</b>	<b>\$2,707,998</b>	<b>\$5,330,472</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Operating Transfers In	\$4,402,681	\$7,787,926	\$7,570,450	\$5,372,077	\$0	\$5,372,077
<b>Total Other Financing Sources</b>	<b>\$4,402,681</b>	<b>\$7,787,926</b>	<b>\$7,570,450</b>	<b>\$5,372,077</b>	<b>\$0</b>	<b>\$5,372,077</b>
<b>Total Fund 401</b>	<b>\$7,110,679</b>	<b>\$13,118,398</b>	<b>\$7,630,450</b>	<b>\$5,372,077</b>	<b>\$0</b>	<b>\$5,372,077</b>
<b>Fund 403 - Measure M Regional</b>						
Other Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Fund 403</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 409 - Vehicle Parking District 1</b>						
Secured Property Tax	\$4,126	\$3,685	\$3,500	\$4,000	\$0	\$4,000
Unsecured Property Tax	12	12	12	12	-	12
Supplemental Property Tax	8	8	11	11	-	11
Homeowners Property Tax	2	2	2	2	-	2
Delinquent Tax - Penalties/Int	1	1	1	1	-	1
Investment Earnings	169	484	200	-	-	-
GASB 31 Market Value Adjustmnt	575	(503)	-	-	-	-
<b>Total Fund 409</b>	<b>\$4,894</b>	<b>\$3,689</b>	<b>\$3,726</b>	<b>\$4,026</b>	<b>\$0</b>	<b>\$4,026</b>
<b>Fund 410 - Vehicle Parking District 2</b>						
Secured Property Tax	\$12,653	\$10,501	\$12,260	\$12,260	\$0	\$12,260
Unsecured Property Tax	10	10	11	11	-	11
Supplemental Property Tax	7	7	11	11	-	11
Homeowners Property Tax	2	2	2	2	-	2
Delinquent Tax - Penalties/Int	1	1	1	1	-	1
Investment Earnings	365	1,076	500	-	-	-
GASB 31 Market Value Adjustmnt	1,258	(1,132)	-	-	-	-
<b>Total Fund 410</b>	<b>\$14,295</b>	<b>\$10,465</b>	<b>\$12,785</b>	<b>\$12,285</b>	<b>\$0</b>	<b>\$12,285</b>
<b>Fund 413 - Golf Course Improvement</b>						
Investment Earnings	\$5,435	\$4,545	\$1,500	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	4,951	(4,979)	-	-	-	-
Golf Course Operations	108,759	163,715	110,000	110,000	-	110,000
<b>Total Fund 413</b>	<b>\$119,145</b>	<b>\$163,281</b>	<b>\$111,500</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$110,000</b>
<b>Fund 415 - Measure M2 Competitive</b>						
Measure "M2" Regional Grant	\$750,841	\$83,149	\$1,773,000	\$385,000	\$0	\$385,000
Investment Earnings	9,702	1,417	-	-	-	-
GASB 31 Market Value Adjustmnt	3,154	-	-	-	-	-
<b>Total Fund 415</b>	<b>\$763,697</b>	<b>\$84,566</b>	<b>\$1,773,000</b>	<b>\$385,000</b>	<b>\$0</b>	<b>\$385,000</b>

## All Funds Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 416 - Measure M2 Fairshare</b>						
Measure "M2" Fairshare	\$2,688,605	\$2,666,018	\$2,496,909	\$2,927,964	\$0	\$2,927,964
Other Governmental Agencies	-	64,568	-	-	\$0	-
Other Reimbursements	-	6,600	-	-	-	-
Investment Earnings	91,847	68,048	40,000	-	-	-
GASB 31 Market Value Adjustmnt	89,714	(50,058)	-	-	-	-
<b>Total Fund 416</b>	<b>\$2,870,166</b>	<b>\$2,755,176</b>	<b>\$2,536,909</b>	<b>\$2,927,964</b>	<b>\$0</b>	<b>\$2,927,964</b>
<b>Fund 417 - Jack Hammett Sports Complex Capital Improvement</b>						
Jack Hammett Field Rental	\$150,750	\$100,750	\$150,750	\$150,750	\$0	\$150,750
Investment Earnings	10,560	6,692	3,000	-	\$0	-
GASB 31 Market Value Adjustmnt	8,438	(6,657)	-	-	-	-
<b>Total Fund 417</b>	<b>\$169,748</b>	<b>\$100,784</b>	<b>\$153,750</b>	<b>\$150,750</b>	<b>\$0</b>	<b>\$150,750</b>
<b>Fund 418 - Lions Park Project 2017 Bond</b>						
Investment Earnings	\$24,556	\$1,799	\$1,000	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	2,994	(160)	-	-	-	-
<b>Total Fund 418</b>	<b>\$27,550</b>	<b>\$1,640</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>INTERNAL SERVICE FUNDS</b>						
<b>Fund 601 - Equipment Replacement Fund</b>						
Investment Earnings	\$17,488	\$24,637	\$15,000	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	26,885	(58,925)	-	-	-	-
Sale of Automotive Equipment	32,156	3,804	-	-	-	-
Sale of Other Equipment	4,042	3,842	-	-	-	-
Other Governmental Agencies	-	25,670	-	-	-	-
Automotive Equipment, Rental	2,571,510	2,635,841	2,656,416	2,656,416	-	2,656,416
Contributions	-	182,126	-	-	-	-
Donations	278,521	-	-	-	-	-
Damage to City Property	-	3,427	-	-	-	-
<b>Total Revenues</b>	<b>\$2,930,601</b>	<b>\$2,820,422</b>	<b>\$2,671,416</b>	<b>\$2,656,416</b>	<b>\$0</b>	<b>\$2,656,416</b>
Operating Transfers In	\$1,125,000	\$2,862,342	\$0	\$2,803,300	\$0	\$2,803,300
<b>Total Other Financing Sources</b>	<b>\$1,125,000</b>	<b>\$2,862,342</b>	<b>\$0</b>	<b>\$2,803,300</b>	<b>\$0</b>	<b>\$2,803,300</b>
<b>Total Fund 601</b>	<b>\$4,055,601</b>	<b>\$5,682,764</b>	<b>\$2,671,416</b>	<b>\$5,459,716</b>	<b>\$0</b>	<b>\$5,459,716</b>
<b>Fund 602 - Self Insurance Fund</b>						
Investment Earnings	\$241,645	\$167,905	\$110,000	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	219,612	(169,676)	-	-	-	-
Unemployment Premiums	80,421	80,914	80,000	80,000	-	80,000
General Liability Premiums	2,246,078	2,072,577	2,051,459	2,051,459	-	2,051,459
Settlements Revenue	-	685	-	-	-	-
Workers' Compensation Premiums	2,977,926	2,735,854	2,690,018	2,690,018	-	2,690,018
<b>Total Revenues</b>	<b>\$5,765,682</b>	<b>\$4,888,260</b>	<b>\$4,931,477</b>	<b>\$4,821,477</b>	<b>\$0</b>	<b>\$4,821,477</b>
Operating Transfers In	\$0	\$4,004,586	\$0	\$0	\$0	\$0
<b>Total Other Financing Sources</b>	<b>\$0</b>	<b>\$4,004,586</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Fund 602</b>	<b>\$5,765,682</b>	<b>\$8,892,846</b>	<b>\$4,931,477</b>	<b>\$4,821,477</b>	<b>\$0</b>	<b>\$4,821,477</b>

## All Funds Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 603 - IT Replacement Fund</b>						
Investment Earnings	\$101,291	\$73,512	\$50,000	\$0	\$0	\$0
GASB 31 Market Value Adjustmnt	87,159	(79,851)	-	-	-	-
<b>Total Revenues</b>	<b>\$188,450</b>	<b>-\$6,339</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Operating Transfers In	\$0	\$2,365,266	\$2,271,135	\$2,452,613	\$0	\$2,452,613
<b>Total Other Financing Sources</b>	<b>\$0</b>	<b>\$2,365,266</b>	<b>\$2,271,135</b>	<b>\$2,452,613</b>	<b>\$0</b>	<b>\$2,452,613</b>
<b>Total Fund 603</b>	<b>\$188,450</b>	<b>\$2,358,927</b>	<b>\$2,321,135</b>	<b>\$2,452,613</b>	<b>\$0</b>	<b>\$2,452,613</b>
<b>TOTAL REVENUES</b>	<b>\$164,859,906</b>	<b>\$200,904,945</b>	<b>\$186,194,493</b>	<b>\$185,764,519</b>	<b>\$120,000</b>	<b>\$185,884,519</b>
<b>TOTAL OTHER SOURCES</b>	<b>\$5,527,681</b>	<b>\$17,020,120</b>	<b>\$9,841,585</b>	<b>\$10,627,990</b>	<b>\$0</b>	<b>\$10,627,990</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$170,387,587</b>	<b>\$217,925,065</b>	<b>\$196,036,078</b>	<b>\$196,392,509</b>	<b>\$120,000</b>	<b>\$196,512,509</b>



## General Fund Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>GENERAL FUND</b>						
<b>Fund 101 - General Fund</b>						
<b>Taxes</b>						
Secured Property Tax	\$30,094,033	\$31,562,371	\$33,133,820	\$34,459,174	\$0	\$34,459,174
Unsecured Property Tax	892,821	909,820	935,865	1,011,083	-	1,011,083
Supplemental Property Tax	603,451	611,140	671,697	698,565	-	698,565
Homeowners Property Tax	149,197	146,527	149,613	155,598	-	155,598
Delinquent Tax - Penalties/Int	45,014	59,449	50,000	69,085	-	69,085
Property Transfer Tax	791,414	948,274	816,560	1,294,733	-	1,294,733
Property Tax In-Lieu of VLF	12,672,511	13,264,658	13,795,244	14,358,890	-	14,358,890
Sales Tax	55,866,830	63,834,760	59,938,452	71,243,148	-	71,243,148
Sales Tax - Prop 172	1,102,506	1,151,953	1,088,281	1,372,284	-	1,372,284
Transient Occupancy Tax	6,587,223	4,282,804	5,569,330	7,373,732	-	7,373,732
Electric Utility Franchise Tax	1,183,884	1,219,285	1,240,745	1,368,446	-	1,368,446
Cable TV Franchise Tax	988,888	920,523	988,929	861,236	-	861,236
PEG Cable TV Franchise Tax	179,114	184,514	233,759	163,590	-	163,590
Gas Utility Franchise Tax	210,033	225,067	225,067	280,978	-	280,978
Business License Tax	899,426	901,602	928,160	913,264	-	913,264
Solid WasteHauler Franchise Tax	2,261,045	2,346,183	2,494,543	2,494,543	-	2,494,543
Marijuana X Bus Tax	763,673	326,241	2,000,000	420,000	-	420,000
Marijuana Q Bus Tax	-	-	-	2,500,000	-	2,500,000
<b>Total Taxes</b>	<b>\$115,291,064</b>	<b>\$122,895,170</b>	<b>\$124,260,065</b>	<b>\$141,038,349</b>	<b>\$0</b>	<b>\$141,038,349</b>
<b>Licenses and Permits</b>						
Dog Licenses	\$78,070	\$77,543	\$78,221	\$74,066	\$0	\$74,066
Fire Permits	85,161	88,210	84,318	91,872	-	91,872
Fire Construction Permits	147,908	133,957	210,632	210,632	-	210,632
Building Permits	2,677,232	1,567,539	1,744,886	2,321,051	-	2,321,051
Electrical Permits	366,906	211,736	352,475	265,887	-	265,887
Plumbing/Mechanical Permits	419,733	243,238	355,920	281,108	-	281,108
Street Permits	585,280	832,055	355,491	856,421	-	856,421
Special Business Permits	215	-	430	430	-	430
Marijuana X Bus Permit	64,575	176,087	741,960	227,250	-	227,250
Marijuana Q Bus Permit	-	-	-	500,000	-	500,000
Home Occupation Permits	22,536	25,078	25,000	25,963	-	25,963
Operator's Permits	3,525	1,425	2,100	2,100	-	2,100
Self-Haul Permit	13,600	12,800	21,700	21,700	-	21,700
Other Permits	32,577	39,542	40,308	40,308	-	40,308
<b>Total Licenses and Permits</b>	<b>\$4,497,318</b>	<b>\$3,409,210</b>	<b>\$4,013,441</b>	<b>\$4,918,788</b>	<b>\$0</b>	<b>\$4,918,788</b>

## General Fund Revenues and Sources of Funds

From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 101 - General Fund (continued)</b>						
<b>Fines and Forfeitures</b>						
Municipal Code Violations	\$119,236	\$145,877	\$157,500	\$175,000	\$0	\$175,000
Vehicle Code Violations	285,382	312,857	245,545	293,588	-	293,588
Parking Citations	968,044	573,380	968,044	568,044	-	568,044
Red-Light Camera Violation	28,146	23,769	30,000	30,000	-	30,000
<b>Total Fines and Forfeitures</b>	<b>\$1,400,807</b>	<b>\$1,055,883</b>	<b>\$1,401,089</b>	<b>\$1,066,632</b>	<b>\$0</b>	<b>\$1,066,632</b>
<b>Use of Money and Property</b>						
Investment Earnings	\$712,834	\$413,739	\$600,000	\$100,000	\$0	\$100,000
GASB 31 Market Value Adjustmnt	866,147	(509,639)	-	-	-	-
Buildings/Grounds, Rental	221,492	227,529	200,000	220,000	-	220,000
Downtown Community Center, Rent	16,827	8,635	11,250	11,250	-	11,250
Balearic Community Center, Rent	15,037	146	20,000	20,000	-	20,000
Neighborhood Comm Center, Rent	5,981	146	42,500	42,500	-	42,500
Senior Center, Rental	54,995	-	52,500	52,500	-	52,500
Field Rental	96,697	23,519	85,000	85,000	-	85,000
Tennis, Rental	41,002	85,650	100,000	100,000	-	100,000
3175 Airway Rental	115,374	132,276	172,272	172,272	-	172,272
Golf Course Operations	2,245,142	3,526,236	3,500,000	3,782,130	-	3,782,130
Bus Shelter Advertising	88,820	108,304	100,000	110,000	-	110,000
<b>Total Use of Money and Property</b>	<b>\$4,480,349</b>	<b>\$4,016,543</b>	<b>\$4,883,522</b>	<b>\$4,695,652</b>	<b>\$0</b>	<b>\$4,695,652</b>
<b>Other Government Agencies</b>						
Other Federal Grants	\$78,941	\$297,945	\$0	\$0	\$0	\$-
Motor Vehicle In-Lieu Tax	91,674	84,182	85,000	136,804	-	136,804
Peace Offcrs. Stand./Training	40,080	6,364	10,000	30,300	-	30,300
Beverage Container Program	-	-	-	30,000	-	30,000
Mattress Recycling Council	10,650	17,145	10,500	10,500	-	10,500
Reimb. of Mandated Costs	91,105	111,647	50,000	100,000	-	100,000
Other State Grants	303,103	752,487	55,023	55,023	-	55,023
Other County Grants/Programs	297,961	94,977	65,000	230,000	-	230,000
Other Governmental Agencies	19,223	-	-	21,625	-	21,625
<b>Total Other Govt. Agencies</b>	<b>\$932,738</b>	<b>\$1,364,747</b>	<b>\$275,523</b>	<b>\$614,252</b>	<b>\$0</b>	<b>\$614,252</b>
<b>Fees and Charges</b>						
Plan Check Fee	\$812,585	\$753,286	\$748,247	\$959,914	\$0	\$959,914
Zoning, Variance & CUP Fees	304,804	334,080	437,855	437,855	-	437,855
Marijuana X CUP	20,008	102,532	480,974	104,215	-	104,215
Marijuana Q CUP	-	-	-	255,270	-	255,270
Subdivision Map Fees	30,090	6,000	23,750	23,750	-	23,750
Environmental Impact Fees	31,477	(1,841)	5,000	5,000	-	5,000

## General Fund Revenues and Sources of Funds

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 101 - General Fund (continued)</b>						
<b>Fees and Charges (continued)</b>						
Vacation/Abandonment of R-O-W	150	150	750	750	-	750
Source Reduction/Recycling	36,504	6,100	12,000	12,000	-	12,000
Self Haul Per-Project Fee	66,320	39,667	83,500	83,500	-	83,500
Special Policing Fees	740,665	-	400,000	400,000	-	400,000
Marijuana X HdL Background	30,071	46,061	75,000	75,000	-	75,000
Marijuana Q HdL Background	-	-	-	181,728	-	181,728
Vehicle Storage/Impound Fees	338,440	467,287	350,000	350,000	-	350,000
Vehicle Code Violation Fee	630	170	1,085	1,085	-	1,085
Repossessed Veh. Release Fees	3,330	3,765	3,728	3,728	-	3,728
Jail Booking Fees - City	70,352	75,904	100,000	-	-	-
Police False Alarms	192,378	96,413	100,000	100,000	-	100,000
Fingerprinting	11,054	3,135	23,175	23,175	-	23,175
Fire Inspections	90,675	16,745	100,000	100,000	-	100,000
Hazrdous Material Disclose Fee	2,064	-	-	-	-	-
EMS - First Responder Fee	7,626	-	-	1,001	-	1,001
Paramedic Fee - Advanced	3,994,704	3,507,832	3,150,000	4,021,675	-	4,021,675
Paramedic GEMT Fees	(330,672)	(226,152)	-	(360,000)	-	(360,000)
Fire Plan Review Fees	166,132	103,701	101,000	147,793	-	147,793
Fire False Alarms	-	-	1,400	1,400	-	1,400
Accident Cost Recovery	8,956	5,491	10,000	10,000	-	10,000
Fire Special Event Fees	14,042	41,462	32,000	41,462	-	41,462
Park Permits	28,202	2,323	50,000	50,000	-	50,000
Park Improvements	11,357	17,940	7,500	17,624	-	17,624
Youth Sports	17	-	-	-	-	-
Aquatics	39,902	29,536	63,000	63,000	-	63,000
Day Camp	35,973	33,465	183,330	183,330	-	183,330
Playgrounds	297,954	(292)	230,000	230,000	-	230,000
Special Events	29,690	16,110	37,800	37,800	-	37,800
Early Childhood	83,789	12,660	131,328	131,328	-	131,328
Instructional Classes	212,320	20,170	350,000	350,000	-	350,000
Basketball	10,928	1,649	15,750	15,750	-	15,750
Adult Open Gym	4,293	-	6,750	6,750	-	6,750
Softball	27,888	7,344	36,000	36,000	-	36,000
Adult Futsal	1,612	-	1,650	1,650	-	1,650
Teen Camp	(1,892)	3,551	34,000	34,000	-	34,000
Senior Center Charges	(875)	-	10,635	10,635	-	10,635
Community Event Charges	929	-	-	4,500	-	4,500
Photocopies	2,512	2,380	3,300	3,300	-	3,300

## General Fund Revenues and Sources of Funds

From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Fund/Account Description	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Fund 101 - General Fund (continued)</b>						
Building Doc Retention Fee	92,514	61,063	50,000	60,000	-	60,000
Police Reports	26,587	25,202	29,246	29,246	-	29,246
Police Clearance Letters	3,480	3,090	3,958	3,958	-	3,958
Sale of Maps & Publications	-	-	200	-	-	-
Sale of Other Supplies	410	110	700	700	-	700
Central Services Charges	78,994	61,712	80,000	80,000	-	80,000
Business License Proc Fee	31,213	49,113	45,000	45,000	-	45,000
EV Charge Station Fees	-	4,510	-	15,000	-	15,000
Other Charges for Services	11,565	13,275	14,000	14,000	-	14,000
Special Assessments	-	799	1,000	1,000	-	1,000
<b>Total Fees and Charges</b>	<b>\$7,671,745</b>	<b>\$5,747,499</b>	<b>\$7,624,611</b>	<b>\$8,404,872</b>	<b>\$0</b>	<b>\$8,404,872</b>
<b>Other Revenues</b>						
Contributions	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Sponsorship	-	-	-	60,000	-	60,000
Donations	\$75,185	\$50,000	\$0	\$70,000	-	\$70,000
Construction Permit Insp. Fees	138,815	110,490	100,000	115,000	-	115,000
Fire Reinspection Fee	1,829	-	-	-	-	-
Damage to City Property	23,462	20,096	25,000	25,000	-	25,000
Civil Subpoena Costs	12,433	14,265	14,247	14,407	-	14,407
Settlements Revenue	-	-	-	-	-	-
Bus Shelter Maint Reimb	35,000	35,000	35,000	35,000	-	35,000
Public Notices	20,665	26,273	24,000	24,000	-	24,000
Other Reimbursements	380,605	420,292	350,000	350,000	120,000	470,000
Nonoperating Income - Other	1,060,817	1,581,124	1,464,562	1,749,586	-	1,749,586
Sale of Other Equipment	3	-	1,000	1,000	-	1,000
Other	427,175	292,272	150,000	300,000	-	300,000
<b>Total Other Revenues</b>	<b>\$2,175,988</b>	<b>\$2,549,813</b>	<b>\$2,163,809</b>	<b>\$2,768,993</b>	<b>\$120,000</b>	<b>\$2,888,993</b>
<b>Total Revenues</b>	<b>\$136,450,008</b>	<b>\$141,038,864</b>	<b>\$144,622,060</b>	<b>\$163,507,538</b>	<b>\$120,000</b>	<b>\$163,627,538</b>
<b>Other Financing Sources</b>						
Operating Transfers In	\$1,150,000	\$9,173,146	\$6,561,529	\$0	\$0	\$0
<b>Total Other Financing Sources</b>	<b>\$1,150,000</b>	<b>\$9,173,146</b>	<b>\$6,561,529</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Fund 101</b>	<b>\$137,600,019</b>	<b>\$150,212,010</b>	<b>\$151,183,589</b>	<b>\$163,507,538</b>	<b>\$120,000</b>	<b>\$163,627,538</b>
<b>Fund 150 - Disaster Fund</b>						
Other Federal Grants	\$1,059,214	\$1,528,403	\$0	\$0	\$0	\$0
Other County Grants/Programs	8,877	793,904	-	-	-	-
<b>Total Revenues</b>	<b>\$1,068,091</b>	<b>\$2,322,308</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Operating Transfers In	\$0	\$5,053,108	\$0	\$0	\$0	\$0
<b>Total Other Financing Sources</b>	<b>\$0</b>	<b>\$5,053,108</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Fund 150</b>	<b>\$1,068,091</b>	<b>\$7,375,416</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



BUDGET 2022-2023

## Summary of Appropriations by Account - All Funds (Excludes CIP)

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Account Description	FY 19-20 Actuals	FY 20-21 Actuals	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Salaries and Benefits</b>						
Salaries and Wages	\$0	\$0	\$(4,019,104)	\$(4,019,104)	\$0	\$(4,019,104)
Furloughs	-	-	-	-	-	-
Regular Salaries - Sworn	23,210,093	22,816,872	25,817,387	26,395,756	57,375	26,453,131
Regular Salaries - Non-Sworn	20,230,154	19,944,782	26,386,702	29,492,502	-	29,492,502
Non-Management	-	-	-	-	-	-
Regular Salaries - Part-Time	4,791,349	3,956,381	4,914,403	5,031,707	-	5,031,707
Overtime	7,191,572	5,748,712	4,036,524	4,039,324	-	4,039,324
Court	-	256,790	-	-	-	-
Accrual Payoff - Excess Max.	530,663	544,193	191,128	191,128	-	191,128
Vacation/Comp. Time Cash Out	419,182	339,273	303,980	303,980	-	303,980
Holiday Allowance	912,513	790,135	757,707	930,904	925	931,829
Separation Pay-Off	431,488	427,400	145,776	145,776	-	145,776
Other Compensation	2,559,113	2,570,924	2,906,503	3,129,274	-	3,129,274
Furloughs	-	1,634,270	-	-	-	-
Cafeteria Plan	9,190,101	9,012,954	11,648,637	12,604,416	12,900	12,617,316
Medicare	1,095,265	872,435	874,264	940,217	850	941,067
Retirement	30,042,756	29,191,353	32,471,231	35,190,255	47,950	35,238,205
Management	-	-	-	-	-	-
EE PERS Contribution	-	-	-	-	-	-
Longevity	3,412	3,610	3,600	4,404	-	4,404
Executive Prof Development	66,793	60,021	87,615	96,700	-	96,700
Auto Allowance	39,163	45,892	56,100	153,500	-	153,500
Unemployment	10,057	-	80,020	80,020	-	80,020
Workers' Compensation	2,328,091	2,084,776	2,207,147	2,207,147	-	2,207,147
City Contrib - Retiree Medical	1,828,496	1,831,960	2,460,000	2,460,000	-	2,460,000
<b>Subtotal Salaries and Benefits</b>	<b>\$104,880,262</b>	<b>\$102,132,733</b>	<b>\$111,329,620</b>	<b>\$119,377,906</b>	<b>\$120,000</b>	<b>\$119,497,906</b>

#### Maintenance and Operations

Stationery and Office	\$170,786	\$155,333	\$212,850	\$227,950	\$0	\$227,950
Multi-Media, Promos, Subscript.	412,430	315,791	583,289	552,789	-	552,789
Small Tools and Equipment	141,043	269,852	269,557	268,417	-	268,417
Uniforms and Clothing	315,179	464,330	381,660	414,160	-	414,160
Safety and Health	405,625	704,118	528,480	564,480	-	564,480
Maintenance and Construction	585,619	663,692	894,350	676,850	-	676,850
Agriculture	77,154	71,487	97,000	97,000	-	97,000
Fuel	529,632	470,963	501,400	501,400	-	501,400
Electricity - Buildings & Fac.	554,495	602,939	578,820	581,220	-	581,220
Electricity - Power	230,387	232,269	281,800	281,800	-	281,800
Electricity - Street Lights	1,066,403	1,041,778	1,000,000	1,000,000	-	1,000,000
Gas	57,759	61,813	45,400	45,400	-	45,400
Water - Domestic	79,446	97,359	75,100	77,100	-	77,100
Water - Parks and Parkways	773,895	1,010,482	859,100	859,100	-	859,100
Waste Disposal	148,021	129,257	162,400	162,400	-	162,400
Janitorial and Housekeeping	448,812	432,229	497,233	643,143	-	643,143
Postage	3,445	1,858	442	442	-	442
Legal Advertising/Filing Fees	239,196	238,936	240,332	240,332	-	240,332
Advertising and Public Info.	13,728	13,542	16,850	16,850	-	16,850
Telephone/Radio/Communications	823,593	881,929	816,400	956,400	-	956,400
Business Meetings	38,671	17,195	49,280	54,280	-	54,280
Mileage Reimbursement	1,100	445	3,300	3,300	-	3,300
Dues and Memberships	147,133	142,976	200,992	203,047	-	203,047
Board Member Fees	37,800	37,400	49,700	41,300	-	41,300
Professional Development	252,475	544,869	613,646	-	-	613,646

## Summary of Appropriations by Account - All Funds (Excludes CIP)

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Account Description	FY 19-20 Actuals	FY 20-21 Actuals	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Maintenance and Operations (Continued)</b>						
Professional Development	261,017	252,475	544,869	613,646	-	613,646
Buildings and Structures	189,036	202,715	268,500	326,500	-	326,500
Landscaping and Sprinklers	3,160,951	2,727,856	3,230,500	3,250,500	-	3,250,500
Automotive Equipment	211,096	211,690	250,000	256,250	-	256,250
Office Furniture	583	-	2,000	2,000	-	2,000
Office Equipment	53,198	59,334	44,200	49,100	-	49,100
Other Equipment	799,113	844,146	926,750	1,045,800	-	1,045,800
Streets, Alleys and Sidewalks	974,745	991,658	1,007,200	1,007,200	-	1,007,200
Employment	276,944	536,474	26,000	26,000	-	26,000
Consulting	3,521,057	3,754,879	4,118,434	4,705,933	-	4,705,933
Legal	3,307,183	2,923,117	2,776,420	2,764,420	-	2,764,420
Engineering and Architectural	409,095	223,716	636,962	578,962	-	578,962
Financial & Information Svcs.	517,175	503,245	1,078,750	1,078,750	-	1,078,750
Medical and Health Inspection	127,366	184,604	192,100	192,100	-	192,100
Public Safety	2,397,054	2,152,776	2,513,300	2,505,300	-	2,505,300
Recreation	295,010	35,932	515,330	476,110	-	476,110
Sanitation	530	715	1,200	1,200	-	1,200
Principal Payments	1,610,000	1,675,000	2,450,000	2,450,000	-	2,450,000
Interest Payments	1,359,572	1,265,631	1,067,905	1,067,905	-	1,067,905
External Rent	593,143	349,719	846,198	841,798	-	841,798
Grants, Loans and Subsidies	2,780,309	6,788,668	739,099	821,766	-	821,766
Depreciation	1,279,617	1,216,665	1,350,000	50,000	-	50,000
Internal Rent Central Services	87,733	61,712	99,722	99,722	-	99,722
Internal Rent Postage	92,277	95,570	111,334	111,334	-	111,334
Internal Rent - Maintenance	884,754	884,837	884,887	884,887	-	884,887
Internal Rent - Repl Cost	1,142,860	1,224,816	1,217,816	1,217,816	-	1,217,816
Internal Rent - Fuel	540,095	522,812	501,400	501,400	-	501,400
Internal Rent Genl Liability	2,245,724	2,072,577	2,072,221	2,072,221	-	2,072,221
Internal Rent Workers' Comp	2,946,822	2,735,854	2,689,915	2,689,915	-	2,689,915
Internal Rent Unemployment	79,972	80,914	80,180	80,180	-	80,180
General Liability	1,041,280	1,178,015	1,625,875	1,625,875	-	1,625,875
Special Liability	-	-	9,400	9,400	-	9,400
Buildings & Personal Property	-	92,326	225,200	165,200	-	165,200
Taxes and Assessments	180,251	220,416	196,200	196,200	-	196,200
Contingency	203,265	2,490,371	550,000	550,000	-	550,000
Other Costs	496	668	1,715,775	1,640,656	-	1,640,656
Acquisition Costs	13,376	-	-	-	-	-
Emergency Protective Measure	1,575,969	2,254,444	-	-	-	-
<b>Subtotal Maint. And Operations</b>	<b>\$42,712,492</b>	<b>\$49,419,192</b>	<b>\$45,525,023</b>	<b>\$44,425,206</b>	<b>\$0</b>	<b>\$45,038,852</b>
<b>Fixed Assets</b>						
Automotive Equipment	\$1,510	\$6,719	\$1,189,500	\$1,939,302	\$0	\$1,939,302
Office Furniture	9,363	9,211	16,900	12,900	-	12,900
Office Equipment	6,960	-	-	-	-	-
Other Equipment	1,348,944	1,742,174	6,075,535	3,065,359	-	3,065,359
Loss on Disposal of Assets	33,905	170,904	-	-	-	-
Capital Replacement Reserve	-	-	-	1,275,000	-	1,275,000
<b>Subtotal Fixed Assets</b>	<b>\$1,400,682</b>	<b>\$1,929,008</b>	<b>\$7,281,935</b>	<b>\$6,292,561</b>	<b>\$0</b>	<b>\$6,292,561</b>
<b>Transfers Out</b>						
Transfers Out	\$6,677,681	\$31,246,374	\$9,841,585	\$10,627,990	-	\$10,627,990
<b>Subtotal Transfers Out</b>	<b>\$6,677,681</b>	<b>\$31,246,374</b>	<b>\$9,841,585</b>	<b>\$10,627,990</b>	<b>\$0</b>	<b>\$10,627,990</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$155,418,643</b>	<b>\$184,182,439</b>	<b>\$173,364,517</b>	<b>\$180,723,663</b>	<b>\$120,000</b>	<b>\$180,843,663</b>



## Summary of Appropriations by Account – General Fund (Excludes CIP)

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Account Description	FY 19-20 Actuals	FY 20-21 Actuals	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Salaries and Benefits</b>						
Salaries and Wages	\$0	\$0	\$(4,019,104)	\$(4,019,104)	\$0	\$(4,019,104)
Furloughs	-	-	-	-	-	-
Regular Salaries - Sworn	23,006,629	22,154,621	25,672,446	26,123,046	57,375	26,180,421
Regular Salaries - Non-Sworn	18,301,887	18,150,683	24,611,703	27,013,981	-	27,013,981
Regular Salaries - Part-Time	4,385,061	3,324,360	4,733,435	4,848,350	-	4,848,350
Overtime	6,731,151	5,197,220	3,957,348	3,957,348	-	3,957,348
Accrual Payoff - Excess Max.	525,747	538,580	186,128	186,128	-	186,128
Vacation/Comp. Time Cash Out	414,427	322,809	302,980	302,980	-	302,980
Holiday Allowance	907,540	781,983	755,107	924,854	-	924,854
Separation Pay-Off	429,726	412,170	145,376	145,376	925	146,301
Other Compensation	2,538,032	2,548,442	2,885,269	3,084,585	-	3,084,585
Furloughs	-	395	-	-	-	-
Cafeteria Plan	8,781,834	8,579,552	11,253,029	12,069,856	12,900	12,082,756
Medicare	876,510	812,009	843,843	899,590	850	900,440
Retirement	26,251,816	28,558,928	31,614,526	34,111,546	47,950	34,159,496
Longevity	3,412	3,610	3,600	4,404	-	4,404
Executive Prof Development	66,465	59,811	87,235	92,800	-	92,800
Auto Allowance	39,163	45,892	56,100	56,100	-	56,100
City Contrib - Retiree Medical	1,828,496	1,831,960	2,460,000	2,460,000	-	2,460,000
<b>Subtotal Salaries and Benefits</b>	<b>\$95,087,897</b>	<b>\$93,323,021</b>	<b>\$105,549,021</b>	<b>\$112,261,839</b>	<b>\$120,000</b>	<b>\$112,381,839</b>
<b>Maintenance and Operations</b>						
Stationery and Office	\$169,573	\$153,014	\$203,850	\$218,950	\$0	\$218,950
Multi-Media, Promos, Subscript.	410,401	314,291	565,989	550,989	-	550,989
Small Tools and Equipment	136,653	260,464	252,116	250,976	-	250,976
Uniforms and Clothing	309,704	448,022	377,660	410,160	-	410,160
Safety and Health	405,625	502,118	527,980	563,980	-	563,980
Maintenance and Construction	304,632	371,439	329,350	319,350	-	319,350
Agriculture	77,154	71,487	97,000	97,000	-	97,000
Electricity - Buildings & Fac.	554,495	602,939	578,820	581,220	-	581,220
Electricity - Power	230,387	232,269	281,800	281,800	-	281,800
Electricity - Street Lights	1,066,403	1,041,778	1,000,000	1,000,000	-	1,000,000
Gas	57,759	61,813	45,400	45,400	-	45,400
Water - Domestic	79,446	97,359	75,100	77,100	-	77,100
Water - Parks and Parkways	773,895	1,010,482	859,100	859,100	-	859,100
Waste Disposal	147,270	128,156	161,400	161,400	-	161,400
Janitorial and Housekeeping	444,656	429,683	495,333	641,243	-	641,243
Postage	3,383	1,858	-	-	-	-
Legal Advertising/Filing Fees	237,964	223,936	236,600	236,600	-	236,600
Advertising and Public Info.	13,121	12,540	14,300	14,300	-	14,300
Telephone/Radio/Communications	823,593	881,929	816,400	836,400	-	836,400
Business Meetings	38,671	17,195	48,580	53,580	-	53,580
Mileage Reimbursement	1,100	445	3,300	3,300	-	3,300
Dues and Memberships	147,133	142,186	198,992	201,047	-	201,047
Board Member Fees	37,800	37,400	41,300	41,300	-	41,300
Professional Development	254,286	251,023	539,769	606,686	-	606,686
Buildings and Structures	130,389	95,516	202,500	202,500	-	202,500
Landscaping and Sprinklers	3,150,341	2,714,835	3,230,500	3,250,500	-	3,250,500
Automotive Equipment	446	-	-	-	-	-
Office Furniture	583	-	2,000	2,000	-	2,000

## Summary of Appropriations by Account – General Fund (Excludes CIP)

### From Fiscal Year 2019-2020 Through Fiscal Year 2022-2023

Account Description	FY 19-20 Actuals	FY 20-21 Actuals	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget	Adjustments	Adjusted FY 22-23 Proposed
<b>Maintenance and Operations (Continued)</b>						
Office Equipment	53,094	59,141	44,000	48,900	-	48,900
Other Equipment	792,089	840,595	917,750	1,031,300	-	1,031,300
Streets, Alleys and Sidewalks	974,745	991,658	1,007,200	1,007,200	-	1,007,200
Employment	276,944	536,474	26,000	26,000	-	26,000
Consulting	2,583,785	2,689,041	3,289,863	3,597,395	-	3,597,395
Legal	3,306,286	2,920,494	2,768,300	2,756,300	-	2,756,300
Engineering and Architectural	375,079	197,976	568,898	568,898	-	568,898
Financial & Information Svcs.	517,175	503,245	1,078,750	1,078,750	-	1,078,750
Medical and Health Inspection	127,366	184,604	192,100	192,100	-	192,100
Public Safety	2,397,054	2,137,500	2,513,300	2,505,300	-	2,505,300
Recreation	295,010	35,932	495,330	476,110	-	476,110
Sanitation	530	715	1,200	1,200	-	1,200
Principal Payments	1,610,000	1,675,000	2,450,000	2,450,000	-	2,450,000
Interest Payments	1,203,487	1,139,501	1,067,905	1,067,905	-	1,067,905
External Rent	593,143	349,719	846,198	841,798	-	841,798
Grants, Loans and Subsidies	2,438,845	1,122,837	23,000	23,000	-	23,000
Internal Rent Central Services	87,706	61,712	99,722	99,722	-	99,722
Internal Rent Postage	92,159	95,397	110,792	110,792	-	110,792
Internal Rent - Maintenance	884,300	884,383	884,300	884,300	-	884,300
Internal Rent - Repl Cost	1,142,301	1,224,257	1,217,256	1,217,256	-	1,217,256
Internal Rent - Fuel	540,095	522,812	501,400	501,400	-	501,400
Internal Rent Genl Liability	2,240,855	2,069,259	2,069,259	2,069,259	-	2,069,259
Internal Rent Workers' Comp	2,945,345	2,688,443	2,688,442	2,688,442	-	2,688,442
Internal Rent Unemployment	79,165	79,685	79,687	79,687	-	79,687
Taxes and Assessments	91,729	88,723	96,200	96,200	-	96,200
Contingency	-	36,760	500,000	500,000	-	500,000
Other Costs	480	261	1,715,427	1,640,308	-	1,640,308
Acquisition Costs	13,376	-	-	-	-	-
<b>Subtotal Maint. and Operations</b>	<b>\$35,669,005</b>	<b>\$33,240,302</b>	<b>\$38,437,418</b>	<b>\$39,066,403</b>	<b>\$0</b>	<b>\$39,066,403</b>
<b>Fixed Assets</b>						
Automotive Equipment	-	-	-	-	-	-
Office Furniture	\$9,363	\$9,211	\$16,900	\$12,900	\$0	\$12,900
Office Equipment	6,960	-	-	-	-	-
Other Equipment	1,247,869	1,565,872	1,418,406	1,538,406	-	1,538,406
<b>Subtotal Fixed Assets</b>	<b>\$1,264,192</b>	<b>\$1,575,083</b>	<b>\$1,435,306</b>	<b>\$1,551,306</b>	<b>\$0</b>	<b>\$1,551,306</b>
<b>Transfers Out</b>						
Operating Transfers Out	\$5,405,141	\$22,073,228	\$8,980,936	\$10,627,990	\$0	\$10,627,990
<b>Subtotal Transfers Out</b>	<b>\$5,405,141</b>	<b>\$22,073,228</b>	<b>\$8,980,936</b>	<b>\$10,627,990</b>	<b>\$0</b>	<b>\$10,627,990</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$137,426,236</b>	<b>\$150,211,634</b>	<b>\$154,402,681</b>	<b>\$163,507,538</b>	<b>\$120,000</b>	<b>\$163,627,538</b>



		Gas Tax (HUTA) Fund	AQMD Fund	CDBG Fund
No.	Category/Project Title	201	203	207
<b>ENERGY &amp; SUSTAINABILITY</b>				
1	Corporation Yard - Electric Vehicle Charging Stations		\$ 195,000	
	<i>TOTAL ENERGY &amp; SUSTAINABILITY</i>	\$ -	\$ 195,000	\$ -
<b>FACILITIES</b>				
2	Building Modification Projects			
3	City Hall - Cast Iron Drainage Repipe			
4	City Hall - Painting, Carpet Replacement, and Miscellaneous Improvements			
5	City Hall - Training Room			
6	Costa Mesa Country Club Modernization			
7	Costa Mesa Tennis Center Improvements			
8	Fire Station 2 Reconstruction			
9	Fire Station 4 Training Tower and Grounds Reconstruction			
10	Fire Station 6 Roof Replacement			
11	Fire Stations - Minor Projects at Various Fire Stations			
12	Police Department - Emergency Communications Facility Remodel			
13	Police Department Parking Lot Reconfiguration			
14	Police Department Range Remodel and Upgrade			
15	Police Department Structural Foundation Repair			
16	Senior Center Fire Alarm Panel Upgrade			
17	Westside Police Sub-Station Improvements			
	<i>TOTAL FACILITIES</i>	\$ -	\$ -	\$ -
<b>PARKS</b>				
18	Brentwood Park Improvements			
19	Butterfly Gardens			
20	Fairview Park - Pump Station & Wetlands Recirculation System			
21	Ketchum-Libolt Park Expansion			
22	Park Sidewalk / Accessibility Program			
23	Shalimar Park Expansion			
24	Various Parks - Playground Repairs and Replacement			
	<i>TOTAL PARKS</i>	\$ -	\$ -	\$ -
<b>PARKWAY &amp; MEDIANS</b>				
25	Parkway and Median Improvement Program	\$ 175,000		
26	Westside Restoration Project			
	<i>TOTAL PARKWAY &amp; MEDIANS</i>	\$ 175,000	\$ -	\$ -
<b>STREETS</b>				
27	CDBG Westside Street Improvements - Wilson Street	\$ 257,000		\$ 600,000
28	Citywide Alley Improvements	\$ 400,000		
29	Citywide Catch Basin and Water Quality Improvement Project			
30	Citywide Street Improvements	\$ 2,000,000		
31	Placentia Ave. Stormwater Quality Trash Full-Capture System			
32	Sunflower Avenue Rehabilitation Project			
	<i>TOTAL STREETS</i>	\$ 2,657,000	\$ -	\$ 600,000
<b>TRANSPORTATION</b>				
33	Adams Avenue Active Transportation Project			
34	Bicycle and Pedestrian Infrastructure Improvements			

## CAPITAL IMPROVEMENT PROGRAM

## Capital Improvement Projects by Funding Source

Proposed Fiscal Year 2022-23

Drainage Fund	Traffic Impact Fee Fund	Gas Tax (RMRA) Fund	Capital Improve. Fund	Measure M2 Regional Fund	Measure M2 Fairshare Fund	Golf Course Improv. Fund	Grant Fund	Total
209	214	251	401	415	416	413	230/231/232	
								\$ 195,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,000
			\$ 231,500					\$ 231,500
			\$ 253,000					\$ 253,000
			\$ 200,000					\$ 200,000
			\$ 440,000					\$ 440,000
						\$ 350,000		\$ 350,000
			\$ 300,000					\$ 300,000
			\$ 1,400,000					\$ 1,400,000
			\$ 1,100,000				\$ 2,500,000	\$ 3,600,000
			\$ 192,500					\$ 192,500
			\$ 100,000					\$ 100,000
			\$ 330,000				\$ 0	\$ 330,000
			\$ 203,500					\$ 203,500
			\$ 600,000					\$ 600,000
			\$ 330,000					\$ 330,000
			\$ 71,500					\$ 71,500
			\$ 150,000				\$ 61,125	\$ 211,125
\$ -	\$ -	\$ -	\$ 5,902,000	\$ -	\$ -	\$ 350,000	\$ 2,561,125	\$ 8,813,125
			\$ 250,000					\$ 250,000
			\$ 100,000					\$ 100,000
			\$ 155,000					\$ 155,000
			\$ 1,000,000					\$ 1,000,000
			\$ 50,000					\$ 50,000
			\$ 1,000,000					\$ 1,000,000
			\$ 50,000					\$ 50,000
\$ -	\$ -	\$ -	\$ 2,605,000	\$ -	\$ -	\$ -	\$ -	\$ 2,605,000
			\$ 100,000		\$ 175,000			\$ 450,000
			\$ 250,000					\$ 250,000
\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ 175,000	\$ -	\$ -	\$ 700,000
								\$ 857,000
					\$ 100,000			\$ 500,000
\$ 30,000								\$ 30,000
			\$ 1,000,000		\$ 2,500,000			\$ 5,500,000
				\$ 385,000				\$ 385,000
		\$ 2,570,782						\$ 2,570,782
\$ 30,000	\$ -	\$ 2,570,782	\$ 1,000,000	\$ 385,000	\$ 2,600,000	\$ -	\$ -	\$ 9,842,782
			\$ 1,250,000					\$ 1,250,000
	\$ 250,000							\$ 250,000



		Gas Tax (HUTA) Fund	AQMD Fund	CDBG Fund
No. Category/Project Title		201	203	207
<b>TRANSPORTATION (continued)</b>				
35	Bicycle Safety Education - 16 Schools			
36	Citywide Bicycle Rack Improvements			
37	Citywide Class II, III and IV Bicycle Projects			
38	Citywide Neighborhood Traffic Calming Improvements			
39	Fairview Road Improvement Project			
40	New Sidewalk / Missing Link Project	\$ 100,000		
41	Priority Sidewalk Project	\$ 50,000		
42	West 18th Street and Wilson Street Pedestrian Crossings			
<i>TOTAL TRANSPORTATION</i>		<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total One-Year Capital Improvement Projects</b>		<b>\$ 2,982,000</b>	<b>\$ 195,000</b>	<b>\$ 600,000</b>

## CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Projects by Funding Source  
Proposed Fiscal Year 2022-23

Drainage Fund 209	Traffic Impact Fee Fund 214	Gas Tax (RMRA) Fund 251	Capital Improve. Fund 401	Measure M2 Regional Fund 415	Measure M2 Fairshare Fund 416	Golf Course Improv. Fund 413	Grant Fund 230/231/232	Total
			\$ 150,000					\$ 150,000
	\$ 100,000							\$ 100,000
	\$ 500,000							\$ 500,000
			\$ 75,000					\$ 75,000
	\$ 250,000						\$ 331,116	\$ 581,116
								\$ 100,000
	\$ 100,000							\$ 50,000
								\$ 100,000
\$ -	\$ 1,200,000	\$ -	\$ 1,475,000	\$ -	\$ -	\$ -	\$ 331,116	\$ 3,156,116
\$ 30,000	\$ 1,200,000	\$ 2,570,782	\$ 11,332,000	\$ 385,000	\$ 2,775,000	\$ 350,000	\$ 2,892,241	\$ 25,312,023

PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 21-22	FY 22-23	FY 22-23	FY 22-23	FY 22-23	FY 22-23
	Adopted	Adopted	Adopted	Amended	Amended	Adopted	Adjustment	Base	Request	Proposed	Additional Request	Adjusted Proposed
CITY COUNCIL												
FULL-TIME												
Council Member	5.00	5.00	7.00	7.00	7.00	7.00	-	7.00		7.00		7.00
Executive Assistant	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Management Analyst/Chief of Staff	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Management Analyst	-	-	-	-	1.00	1.00	-	1.00		1.00		1.00
<b>Total City Council</b>	<b>5.00</b>	<b>6.00</b>	<b>8.00</b>	<b>9.00</b>	<b>10.00</b>	<b>10.00</b>	<b>-</b>	<b>10.00</b>	<b>-</b>	<b>10.00</b>	<b>-</b>	<b>10.00</b>
PART-TIME FTEs (FULL-TIME EQUIVALENTS )												
City Council	<b>0.50</b>	-	-	<b>1.50</b>	<b>0.50</b>	<b>0.50</b>	-	<b>0.50</b>	-	<b>0.50</b>	-	<b>0.50</b>
TOTAL CITY COUNCIL												
	<b>5.50</b>	<b>6.00</b>	<b>8.00</b>	<b>10.50</b>	<b>10.50</b>	<b>10.50</b>	<b>-</b>	<b>10.50</b>	<b>-</b>	<b>10.50</b>	<b>-</b>	<b>10.50</b>

## PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>CITY MANAGER'S OFFICE</b>												
<b>FULL-TIME</b>												
City Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Assistant City Manager	1.00	2.00	1.00	1.00	1.00	2.00	-	2.00		2.00		2.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	-	-	-		-		-
Assistant to the City Manager	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Central Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
City Clerk	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Community Outreach Worker	-	1.00	2.00	-	-	-	-	-	2.00	2.00		2.00
Community Outreach Supervisor	-	-	-	-	-	-	-	-	1.00	1.00		1.00
Deputy City Clerk	-	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Executive Assistant to the City Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Executive Assistant	2.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Graphics Designer	2.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Human Resources Administrator	2.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00		2.00		2.00
Human Resources Analyst	3.00	3.00	2.00	4.00	4.00	3.00	1.00	4.00		4.00		4.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Human Resources Office Specialist II	2.00	1.00	1.00	1.00	1.00	-	-	-		-		-
Human Resources Assistant	1.00	-	-	-	-	1.00	-	1.00		1.00		1.00
Human Resources Technician	-	-	-	-	-	1.00	-	1.00		1.00		1.00
Management Analyst	5.00	1.00	1.00	1.00	2.00	3.00	-	3.00		3.00		3.00
Neighborhood Improvement Manager	1.00	-	1.00	-	-	-	-	-	1.00	1.00		1.00
Office Specialist II	2.00	-	-	-	-	1.00	-	1.00		1.00		1.00
Principal Human Resources Analyst	1.00	1.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Public Affairs Manager	1.00	3.00	3.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Senior Management Analyst	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Code Enforcement Officer	-	-	1.00	-	-	-	-	-	1.00	1.00		1.00
Video Production Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Video Production Specialist	1.00	-	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Website Coordinator	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
<b>Total City Manager's Office</b>	<b>31.00</b>	<b>25.00</b>	<b>28.00</b>	<b>27.00</b>	<b>28.00</b>	<b>30.00</b>	<b>2.00</b>	<b>32.00</b>	<b>5.00</b>	<b>37.00</b>	<b>-</b>	<b>37.00</b>

PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
PART-TIME FTEs (FULL-TIME EQUIVALENTS )												
City Manager's Office	-	14.74	13.60	9.48	9.00	7.88	-	7.88	3.07	10.95	-	10.95
TOTAL CITY MANAGER'S OFFICE	31.00	39.74	41.60	36.48	37.00	37.88	2.00	39.88	8.07	47.95	-	47.95

## PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>FINANCE DEPARTMENT</b>												
<b>FULL-TIME</b>												
Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Accountant	1.00	1.00	1.00	2.00	1.00	1.00	-	1.00		1.00		1.00
Accounting Specialist I	1.00	1.00	1.00	1.00	1.00	1.00		1.00		1.00		1.00
Accounting Specialist II	4.00	3.00	3.00	3.00	3.00	3.00	1.00	4.00		4.00		4.00
Accounting Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Assistant Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Budget & Research Officer	1.00	-	-	-	-	-	-	-		-		-
Budget and Purchasing Manager	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Budget Analyst	1.00	1.00	1.00	2.00	2.00	2.00	(2.00)	-		-		-
Budget Specialist	1.00	1.00	1.00	-	-	-	-	-		-		-
Business License Inspector	1.00				-	-	-	-		-		-
Buyer	1.00	2.00	2.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Financial Analyst	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Grant Administrator	1.00	-	-	-	-	-	-	-		-		-
Management Analyst	-	1.00	1.00	-	-	-	-	-		-		-
Payroll Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Payroll Supervisor			-	-	1.00	1.00	-	1.00		1.00		1.00
Permit Processing Specialist	1.00	1.00	1.00	1.00	2.00	2.00	(1.00)	1.00		1.00		1.00
Purchasing Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Revenue Investment Specialist	1.00				-	-	-	-		-		-
Revenue Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Accountant	-	-	-		-	-	1.00	1.00		1.00		1.00
Senior Budget Analyst	-	-	-	-	-	-	2.00	2.00		2.00		2.00
Senior Management Analyst	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Storekeeper	1.00	-	-	-	-	-	-	-		-		-
Tax Auditing Specialist	1.00	-	1.00	-	-	-	-	-		-		-
Treasury Specialist	-	1.00	1.00	-	-	-	-	-		-		-
<b>Total Finance Department</b>	<b>23.00</b>	<b>19.00</b>	<b>20.00</b>	<b>22.00</b>	<b>23.00</b>	<b>23.00</b>	<b>1.00</b>	<b>24.00</b>	<b>-</b>	<b>24.00</b>	<b>-</b>	<b>24.00</b>



PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
PART-TIME FTEs (FULL-TIME EQUIVALENTS )												
Finance Department	1.42	3.25	2.50	-	-	-	-	-	-	-	-	-
TOTAL FINANCE DEPARTMENT	24.42	22.25	22.50	22.00	23.00	23.00	1.00	24.00	-	24.00	-	24.00

## PERSONNEL SUMMARY BY DEPARTMENT

**From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023**

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>PARKS AND COMMUNITY SERVICES DEPARTMENT</b>												
<b>FULL-TIME</b>												
Parks and Community Services Director	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Administrative Assistant	3.00	1.00	-	-	-	-	-	-		-		-
Arts Specialist	-	-	-	-	-	1.00	-	1.00		1.00		1.00
Assistant Recreation Supervisor	-	3.00	4.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Community Outreach Worker	-	-	-	2.00	2.00	2.00	-	2.00	(2.00)	-		-
Community Outreach Supervisor	-	-	-	-	-	-	1.00	1.00	(1.00)	-		-
Executive Assistant	1.00	-	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Fairview Park Administrator	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Maintenance Worker	-	-	-	-	-	1.00	-	1.00		1.00		1.00
Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Neighborhood Improvement Manager	-	-	-	1.00	1.00	1.00	-	1.00	(1.00)	-		-
Office Specialist II	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Recreation Coordinator	2.00	2.00	2.00	4.00	4.00	4.00	1.00	5.00		5.00		5.00
Recreation Manager	1.00	-	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Recreation Specialist	-	-	-		-	-	-	-		-		-
Recreation Supervisor	2.00	1.00	1.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Senior Code Enforcement Officer	-	-	-	1.00	1.00	1.00	-	1.00	(1.00)	-		-
Senior Center Program Administrator	-	1.00	-	-	-	-		-		-		-
<b>Total Parks and Community Svcs Department</b>	<b>11.00</b>	<b>11.00</b>	<b>12.00</b>	<b>19.00</b>	<b>19.00</b>	<b>21.00</b>	<b>2.00</b>	<b>23.00</b>	<b>(5.00)</b>	<b>18.00</b>	<b>-</b>	<b>18.00</b>
<b>PART-TIME FTEs (FULL-TIME EQUIVALENTS )</b>												
Parks and Community Services	-	69.54	75.23	77.71	76.67	75.73	(2.50)	73.23	(3.07)	70.16	-	70.16
<b>TOTAL PARKS AND COMMUNITY SERVICES DEPT</b>	<b>11.00</b>	<b>80.54</b>	<b>87.23</b>	<b>96.71</b>	<b>95.67</b>	<b>96.73</b>	<b>(0.50)</b>	<b>96.23</b>	<b>(8.07)</b>	<b>88.16</b>	<b>-</b>	<b>88.16</b>

## PERSONNEL SUMMARY BY DEPARTMENT

**From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023**

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>INFORMATION TECHNOLOGY DEPARTMENT</b>												
<b>FULL-TIME</b>												
Information Technology Director	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Information Technology Manager	1.00	-	-	1.00	1.00	2.00	-	2.00		2.00		2.00
Computer Operations & Networking Sup.	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Executive Assistant	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Management Analyst	-	-	-		-	-	1.00	1.00		1.00		1.00
Network Administrator	5.00	3.00	3.00	5.00	5.00	5.00	-	5.00		5.00		5.00
Programmer Analyst II	3.00	1.00	-	2.00	2.00	3.00	-	3.00	1.00	4.00		4.00
Senior Programmer Analyst	3.00	3.00	3.00	3.00	3.00	3.00	-	3.00	1.00	4.00		4.00
Systems & Programming Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
<b>Total Information Technology Department</b>	<b>13.00</b>	<b>11.00</b>	<b>10.00</b>	<b>15.00</b>	<b>15.00</b>	<b>17.00</b>	<b>1.00</b>	<b>18.00</b>	<b>2.00</b>	<b>20.00</b>	<b>-</b>	<b>20.00</b>
<b>PART-TIME FTEs (FULL-TIME EQUIVALENTS )</b>												
Information Technology Department	-	2.16	2.16	1.70	0.50	0.50	(0.50)	-	0.50	0.50	-	0.50
<b>TOTAL INFORMATION TECHNOLOGY DEPARTMENT</b>	<b>13.00</b>	<b>13.16</b>	<b>12.16</b>	<b>16.70</b>	<b>15.50</b>	<b>17.50</b>	<b>0.50</b>	<b>18.00</b>	<b>2.50</b>	<b>20.50</b>	<b>-</b>	<b>20.50</b>

## PERSONNEL SUMMARY BY DEPARTMENT

**From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023**

	FY 09-10	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 21-22	FY 22-23	FY 22-23	FY 22-23	FY 22-23	FY 22-23
	Adopted	Adopted	Adopted	Amended	Amended	Adopted	Adjustment	Base	Request	Proposed	Additional Request	Adjusted Proposed
<b>POLICE DEPARTMENT</b>												
<b>FULL-TIME</b>												
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Animal Control Officer	3.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Civilian Investigator	2.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Communications Installer	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Communications Officer	15.00	16.00	17.00	11.00	11.00	11.00	-	11.00		11.00		11.00
Communications Supervisor	3.00	4.00	4.00	4.00	4.00	4.00	-	4.00		4.00		4.00
Community Services Specialist	15.00	6.00	6.00	6.00	6.00	6.00	1.00	7.00		7.00		7.00
Corporal	2.00	-			-	-	-	-		-		-
Court Liaison	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Crime Prevention Specialist	2.00	-	-	-	-	1.00	-	1.00		1.00		1.00
Crime Scene Investigation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Crime Scene Specialist	5.00	3.00	3.00	3.00	3.00	3.00	1.00	4.00		4.00		4.00
Custody Officer	11.00	-	-	-	-	-	-	-		-		-
Electronics Technician	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Emergency Services Administrator	-	1.00	1.00	1.00	1.00	1.00	(1.00)	-		-		-
Emergency Services Manager	-	-	-	-	-	-	1.00	1.00		1.00		1.00
Executive Assistant	1.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Logistical Support Manager	-	-	-	-	-	-	-	-		-		-
Management Analyst	1.00	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Office Specialist II	4.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Park Ranger	-	6.00	6.00	6.00	6.00	6.00	-	6.00		6.00		6.00
Police Administrative Svcs Commander	1.00	-	-	-	-	-	-	-		-		-
Police Captain	2.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Police Helicopter Pilot	4.00				-	-	-	-		-		-
Police Helicopter Sergeant	1.00	-	-	-	-	-	-	-		-		-
Police Lieutenant	8.00	6.00	6.00	6.00	7.00	7.00	-	7.00		7.00		7.00
Police Officer	108.00	102.00	102.00	102.00	105.00	105.00	-	105.00	1.00	106.00	1.00	107.00

## PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
Police Records Administrator	1.00	1.00	1.00	1.00	1.00	1.00	(1.00)	-		-		-
Police Records, Property & Evidence Manager	-	-	-		-	-	1.00	1.00		1.00		1.00
Police Records Bureau Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Police Records Shift Supervisor	3.00	3.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Police Sergeant	25.00	23.00	23.00	23.00	21.00	21.00	1.00	22.00		22.00		22.00
Police Training Assistant	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Police Training Administrator	1.00	-	-	-	-	-	-	-		-		-
Property Evidence Specialist	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Property Evidence Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Public Affairs Manager	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Range Master	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Communications Officer	3.00	1.00	-	6.00	6.00	6.00	-	6.00		6.00		6.00
Senior Communications Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Police Officer	13.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Senior Police Records Technician	18.00	16.00	16.00	16.00	16.00	16.00	-	16.00		16.00		16.00
Special Events Coordinator	-	-	-	-	-	-	-	-		-		-
Telecommunications Manager *	1.00	-	-	-	-	-	0.50	0.50		0.50		0.50
Volunteer Coordinator	-	-	-	-	-	-	-	-		-		-
<b>Total Police Department</b>	<b>263.00</b>	<b>212.00</b>	<b>212.00</b>	<b>213.00</b>	<b>215.00</b>	<b>216.00</b>	<b>3.50</b>	<b>219.50</b>	<b>1.00</b>	<b>220.50</b>	<b>1.00</b>	<b>221.50</b>
<b>Police Sworn Only</b>	<b>157.00</b>	<b>136.00</b>	<b>136.00</b>	<b>136.00</b>	<b>138.00</b>	<b>138.00</b>	<b>1.00</b>	<b>139.00</b>	<b>1.00</b>	<b>140.00</b>	<b>1.00</b>	<b>141.00</b>
<b>PART-TIME FTEs (FULL-TIME EQUIVALENTS )</b>												
Police Department	14.63	23.60	21.76	22.17	20.86	20.36	(1.50)	18.86	-	18.86	-	18.86
<b>TOTAL POLICE DEPARTMENT</b>	<b>277.63</b>	<b>235.60</b>	<b>233.76</b>	<b>235.17</b>	<b>235.86</b>	<b>236.36</b>	<b>2.00</b>	<b>238.36</b>	<b>1.00</b>	<b>239.36</b>	<b>1.00</b>	<b>240.36</b>

\* Telecommunications Manager - as approved by the City Council on March 15, 2022, position serves both Police and Fire Departments

## PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>FIRE AND RESCUE DEPARTMENT</b>												
<b>FULL-TIME</b>												
Fire Chief	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Assistant Fire Marshal	-	1.00	1.00	-	-	-	-	-	1.00	1.00		1.00
Fire Marshal	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Code Enforcement Officer	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Division Chief - Administration	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Battalion Chief	3.00	3.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Battalion Chief - Administration	1.00	-	-	-	-	-	-	-		-		-
Deputy Fire Chief/Fire Marshal	1.00	-	-	-	-	-	-	-		-		-
Deputy Fire Chief/Operations	1.00	-	-	-	-	-	-	-		-		-
Emergency Medical Services Coordinator	1.00	-	-	-	-	1.00	-	1.00		1.00		1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Fire Captain	24.00	18.00	18.00	18.00	18.00	18.00	1.00	19.00		19.00		19.00
Fire Captain - Administration	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Fire Engineer	24.00	18.00	18.00	18.00	18.00	18.00	-	18.00		18.00		18.00
Fire Protection Analyst	2.00	-	-	-	-	-	-	-		-		-
Fire Protection Specialist	2.00	2.00	2.00	2.00	3.00	5.00	-	5.00	(1.00)	4.00		4.00
Firefighter	48.00	42.00	42.00	42.00	42.00	42.00	-	42.00		42.00		42.00
Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00	(1.00)	-		-
Office Specialist II	1.00	-	-	-	1.00	1.00	-	1.00		1.00		1.00
Senior Management Analyst	-	-	-	-	-	-	-	-	1.00	1.00		1.00
Telecommunications Manager *	-	-	-	-	-	-	0.50	0.50		0.50		0.50
<b>Total Fire and Rescue Department</b>	<b>111.00</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>	<b>92.00</b>	<b>95.00</b>	<b>1.50</b>	<b>96.50</b>	<b>-</b>	<b>96.50</b>	<b>-</b>	<b>96.50</b>
<b>Fire Sworn Only</b>	<b>100.00</b>	<b>83.00</b>	<b>83.00</b>	<b>83.00</b>	<b>83.00</b>	<b>83.00</b>	<b>1.00</b>	<b>84.00</b>	<b>-</b>	<b>84.00</b>	<b>-</b>	<b>84.00</b>

PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
PART-TIME FTEs (FULL-TIME EQUIVALENTS )												
Fire and Rescue Department	1.92	4.00	4.00	5.00	4.25	2.25	-	2.25		2.25		2.25
TOTAL FIRE AND RESCUE DEPARTMENT	112.92	94.00	94.00	95.00	96.25	97.25	1.50	98.75	-	98.75	-	98.75

\* Telecommunications Manager - as approved by the City Council on March 15, 2022, position serves both Police and Fire Departments

## PERSONNEL SUMMARY BY DEPARTMENT

**From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023**

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>DEVELOPMENT SERVICES DEPARTMENT</b>												
<b>FULL-TIME</b>												
Economic & Development Services Director	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Assistant Development Services Director	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Assistant Planner	2.00	1.00	1.00	2.00	3.00	4.00	-	4.00		4.00		4.00
Associate Planner	1.00	3.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Building/Combination Bldg. Inspector	4.00	5.00	5.00	5.00	4.00	4.00	-	4.00		4.00		4.00
Building Official	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Building Technician	1.00	-	-	-	-	-	-	-		-		-
Building Technician II	1.00	2.00	2.00	2.00	2.00	3.00	-	3.00		3.00		3.00
Chief of Code Enforcement	1.00	-	-	-	-	-	-	-		-		-
Chief of Inspection	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Chief Plans Examiner	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Code Enforcement Officer	8.00	9.00	6.00	7.00	9.00	9.00	-	9.00		9.00		9.00
Community Improvement Manager	-	-	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Economic Development Administrator	-	-	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Grant Administrator	-	-	-	-	1.00	1.00	-	1.00		1.00		1.00
Management Analyst	1.00	3.00	3.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Office Coordinator	1.00	-	-	-	-	-	-	-		-		-
Office Specialist II	6.00	1.00	1.00	1.00	-	-	-	-	1.00	1.00		1.00
Neighborhood Improvement Manager	-	-	-	-	-	-	-	-		-		-
Office Coordinator	1.00	-	-	-	-	-	-	-		-		-
Permit Processing Specialist	1.00	1.00	1.00	2.00	2.00	2.00	-	2.00	1.00	3.00		3.00
Plan Checker	1.00	-	1.00	1.00	1.00	2.00	(1.00)	1.00		1.00		1.00
Plan Check Engineer	2.00	-	-	1.00	1.00	1.00	1.00	2.00		2.00		2.00
Principal Planner	2.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00		2.00		2.00



## PERSONNEL SUMMARY BY DEPARTMENT

**From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023**

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
Senior Code Enforcement Officer	-	2.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Electrical Inspector	1.00	-		-	-	-	-	-		-		-
Senior Combination Inspector	-	-	-	-	1.00	1.00	-	1.00		1.00		1.00
Senior Management Analyst	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Planner	2.00	2.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Plumbing/Mechanical Inspector	1.00	-	-	-	-	-	-	-		-		-
Zoning Administrator	-	1.00	1.00	1.00	1.00	1.00	(1.00)	-		-		-
<b>Total Development Services Department</b>	<b>44.00</b>	<b>38.00</b>	<b>36.00</b>	<b>40.00</b>	<b>43.00</b>	<b>46.00</b>	<b>-</b>	<b>46.00</b>	<b>2.00</b>	<b>48.00</b>	<b>-</b>	<b>48.00</b>
<b>PART-TIME FTEs (FULL-TIME EQUIVALENTS )</b>												
Development Services Department	1.50	7.95	8.80	8.79	8.64	6.64	-	6.64	(1.30)	5.34	-	5.34
<b>TOTAL DEVELOPMENT SERVICES DEPARTMENT</b>	<b>45.50</b>	<b>45.95</b>	<b>44.80</b>	<b>48.79</b>	<b>51.64</b>	<b>52.64</b>	<b>-</b>	<b>52.64</b>	<b>0.70</b>	<b>53.34</b>	<b>-</b>	<b>53.34</b>

## PERSONNEL SUMMARY BY DEPARTMENT

**From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023**

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
<b>PUBLIC WORKS DEPARTMENT</b>												
<b>FULL-TIME</b>												
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Active Transportation Coordinator	-	-	-	-	-	1.00	-	1.00		1.00		1.00
Administrative Assistant	3.00	3.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Assistant Engineer	6.00	4.00	5.00	4.00	4.00	4.00	-	4.00		4.00		4.00
Assistant Street Superintendent	1.00	-	-	-	-	-	-	-		-		-
Associate Engineer	3.00	4.00	3.00	4.00	4.00	5.00	1.00	6.00	1.00	7.00		7.00
City Engineer	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Construction Inspector	2.00	1.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Contract Administrator	-	1.00	1.00	1.00	1.00	1.00	(1.00)	-		-		-
Energy and Sustainability Service Manager	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Engineering Technician I	1.00	-	-	-	-	-	-	-		-		-
Engineering Technician II	5.00	-	-	-	-	1.00	-	1.00		1.00		1.00
Engineering Technician III	3.00	5.00	4.00	5.00	5.00	5.00	-	5.00		5.00		5.00
Equipment Mechanic II	3.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Equipment Mechanic III	3.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Executive Assistant	1.00	2.00	2.00	2.00	2.00	1.00	-	1.00		1.00		1.00
Facilities & Equipment Supervisor	1.00	-	-	-	-	-	-	-		-		-
Facilities Maintenance Technician	3.00	2.00	2.00	2.00	2.00	2.00	-	2.00		2.00		2.00
Lead Facilities Maintenance Technician	-	-	-	-	-	-	-	-	2.00	2.00		2.00
Lead Maintenance Worker	8.00	6.00	6.00	6.00	6.00	6.00	-	6.00		6.00		6.00
Lead Equipment Mechanic	-	-	-	1.00	1.00	1.00	-	1.00		1.00		1.00
Maintenance Assistant	-	-	-	-	-	1.00	-	1.00		1.00		1.00
Maintenance Services Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Maintenance Superintendent	-	3.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Maintenance Supervisor	5.00	5.00	5.00	5.00	5.00	5.00	-	5.00		5.00		5.00
Maintenance Worker	19.00	5.00	6.00	6.00	6.00	6.00	-	6.00	(2.00)	4.00		4.00
Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Office Specialist I	1.00	1.00	-	-	-	-	-	-		-		-

## PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 21-22	FY 22-23	FY 22-23	FY 22-23	FY 22-23	FY 22-23
	Adopted	Adopted	Adopted	Amended	Amended	Adopted	Adjustment	Base	Request	Proposed	Additional Request	Adjusted Proposed
Office Specialist II	1.00	-	1.00	1.00	1.00	2.00	-	2.00		2.00		2.00
Principal Civil Engineer	-	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Public Right of Way Coordinator	-	-	-	-	-	-	-	-		-		-
Recreation Coordinator	-	-	-	-	-	-	-	-		-		-
Recreation Manager	-	-	-	-	-	-	-	-		-		-
Recreation Supervisor	-	-	-	-	-	-	-	-		-		-
Senior Engineer	3.00	3.00	3.00	3.00	3.00	3.00	-	3.00		3.00		3.00
Senior Maintenance Supervisor	1.00	-	-	-	-	-	-	-		-		-
Senior Maintenance Technician	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
Senior Maintenance Worker	19.00	8.00	6.00	6.00	6.00	6.00	-	6.00		6.00		6.00
Senior Management Analyst	-	-	-	-	-	1.00	-	1.00		1.00		1.00
Storekeeper	-	-	-	-	-	-	-	-	2.00	2.00		2.00
Transportation Services Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	1.00		1.00		1.00
<b>Total Public Works Department</b>	<b>101.00</b>	<b>65.00</b>	<b>64.00</b>	<b>67.00</b>	<b>67.00</b>	<b>72.00</b>	<b>-</b>	<b>72.00</b>	<b>3.00</b>	<b>75.00</b>	<b>-</b>	<b>75.00</b>
<b>PART-TIME FTEs (FULL-TIME EQUIVALENTS )</b>												
Public Works Department	9.96	12.47	8.05	9.70	9.50	8.00	-	8.00	(1.75)	6.25	-	6.25
<b>TOTAL PUBLIC WORKS DEPARTMENT</b>	<b>110.96</b>	<b>77.47</b>	<b>72.05</b>	<b>76.70</b>	<b>76.50</b>	<b>80.00</b>	<b>-</b>	<b>80.00</b>	<b>1.25</b>	<b>81.25</b>	<b>-</b>	<b>81.25</b>

PERSONNEL SUMMARY BY DEPARTMENT

From Fiscal Year 2009-2010 Through Proposed Fiscal Year 2022-2023

	FY 09-10 Adopted	FY 17-18 Adopted	FY 18-19 Adopted	FY 19-20 Amended	FY 20-21 Amended	FY 21-22 Adopted	FY 21-22 Adjustment	FY 22-23 Base	FY 22-23 Request	FY 22-23 Proposed	FY 22-23 Additional Request	FY 22-23 Adjusted Proposed
Total Full-time Employees	602.00	477.00	480.00	502.00	512.00	530.00	11.00	541.00	8.00	549.00	1.00	550.00
Total Part-time FTE	72.61	137.71	136.10	136.05	129.92	121.86	(4.50)	117.36	(2.55)	114.81	-	114.81
Total Citywide FTE	674.61	614.71	616.10	638.05	641.92	651.86	6.50	658.36	5.45	663.81	1.00	664.81

**RESOLUTION NO. 22-xx**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AND THE COSTA MESA HOUSING AUTHORITY ADOPTING A BUDGET FOR THE HOUSING AUTHORITY FOR FISCAL YEAR 2022-2023**

THE CITY COUNCIL OF THE CITY OF COSTA MESA AND THE COSTA MESA HOUSING AUTHORITY DO HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, the City Council, by Resolution adopted on January 17, 2012, declared the need for a housing authority to function in the City of Costa Mesa, established the “Costa Mesa Housing Authority” (“Housing Authority”), and declared that the members of the City Council are the Commissioners of the Housing Authority pursuant to the California Housing Authorities Law, commencing with Health & Safety Code Section 34200, *et seq.* (“HAL”); and

WHEREAS, the City of Costa Mesa is a California municipal corporation and general law city (“City”); and

WHEREAS, the City and Housing Authority desire to establish an annual budget for the Housing Authority; and

WHEREAS, the establishment of a budget for Fiscal Year 2022-2023 (“FY 22-23”) has been prepared by the City Manager and Executive Director of the Housing Authority; and

WHEREAS, the budgeting process establishes the plan of expenditures and the priorities of the Housing Authority and the Housing and Community Development Division of the Development Services Department of the City, in particular as to the functions, duties, and operations of the Housing Authority pursuant to the HAL and as to the affordable housing assets, functions, and duties created by dissolution of the former Costa Mesa Redevelopment Agency pursuant to Parts 1.8 and 1.85 of Division 24, of the California Health and Safety Code (“Dissolution Law”); and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa and the Costa Mesa Housing Authority as follows:

SECTION 1. The annual budget for the Housing Authority for Fiscal Year 2022-2023, as prepared and submitted by the City Manager/Executive Director, is incorporated by reference as if fully set forth herein.

SECTION 2. To ensure appropriate service levels and to carry out the statutory obligations of the HAL and Dissolution Law, the City Manager/Executive Director is authorized to expend funds or transfer funds among operating budgets or project budgets within adopted appropriations as needed and as permitted by law.

SECTION 3. The City Clerk and Housing Authority Secretary shall certify to the adoption of this Resolution.

**PASSED AND ADOPTED this 7<sup>th</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 22-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2021, by the following roll call vote, to wit:

CITY COUNCIL:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

HOUSING AUTHORITY:

AYES: COUNCIL MEMBERS:

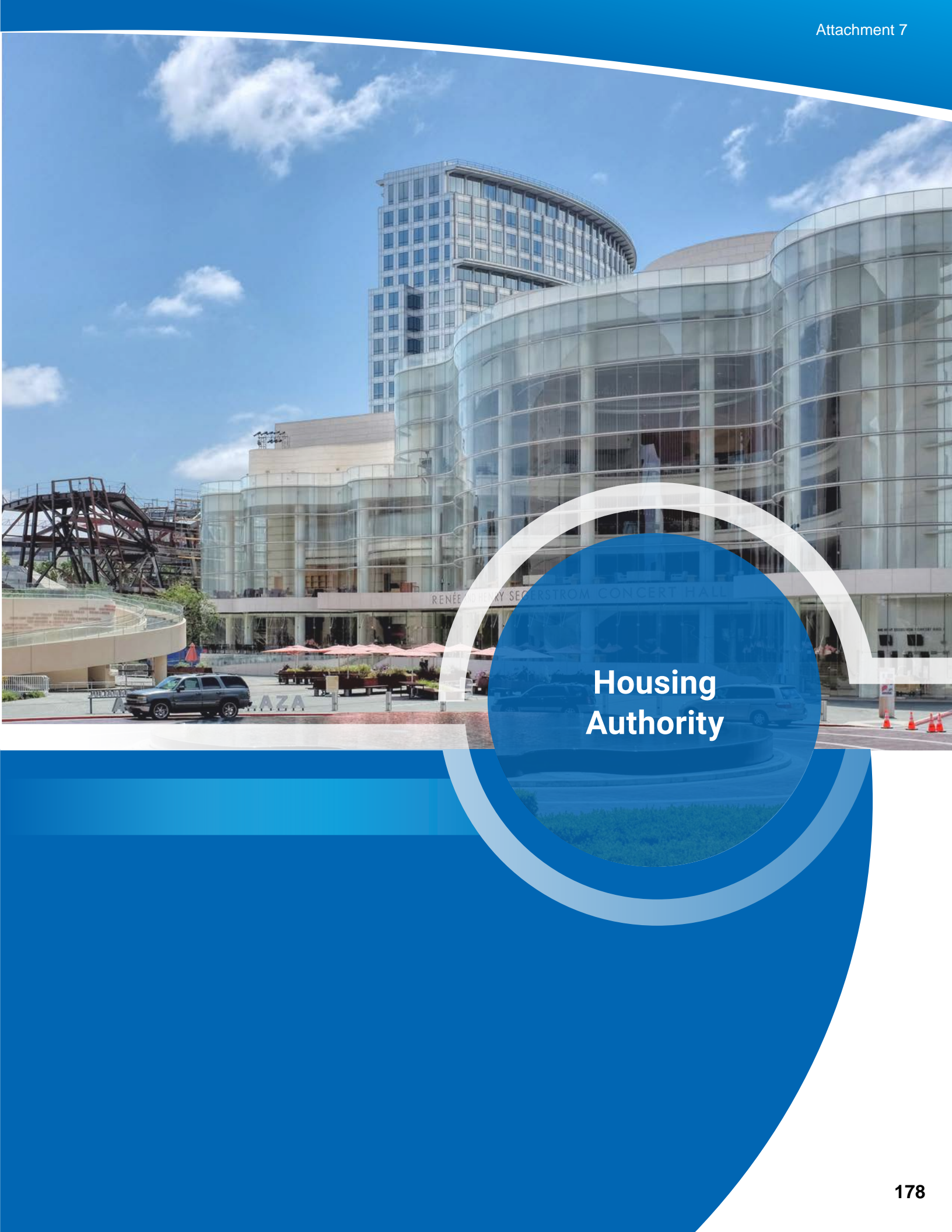
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 7<sup>th</sup> day of June, 2022.

---

Brenda Green, City Clerk



## Housing Authority



On January 17, 2012, the City Council established the Costa Mesa Housing Authority in accordance with California Housing Authorities Law, Health, and Safety Code Section 34200, et seq. Also on that date by resolution, the City Council selected the Housing Authority to serve as the housing successor and to assume the housing assets, duties, functions and obligations of the former Costa Mesa Redevelopment Agency (Former Agency) as of February 1, 2012. These actions occurred due to the mandatory dissolution of all California redevelopment agencies under the requirements of Division 24, Parts 1.8 and 1.85 of the California Health and Safety Code (Dissolution Law). The Dissolution Law sets forth the processes and obligations of all successor agencies. These entities are separate from the city (or county) that formed the former agency and charged with winding down the affairs of former redevelopment agencies. Further, the Dissolution Law sets forth the functions, obligations and requirements of housing successors.

Section 34176.1 of the California Health and Safety Code establishes certain limitations on expenditures by housing successors. Thus, each fiscal year the Housing Authority's funding is limited in two categories: (1) administrative costs, and (2) homelessness prevention and rapid rehousing.

## **Covenant Monitoring and Administration - 11500**

### **Rental Rehabilitation – 20425**

Offers deferred loans to owner of multi-family properties to make improvements and repair code violations. Loans were originated in the 90s and deferred unless the owner sells transfers or defaults on the property.

### **Housing Authority Administration – 20600**

Provides administration support such as conducting required board meetings, maintaining financial records and preparing annual reports, etc.

### **Costa Mesa Family Village – 20620**

Costa Mesa Family Village is a three-parcel, 72-unit multi-family rental project, to which the Housing Authority holds the ground lease. The 55-year ground lease expires in year 2038. Annual lease payment is the greater of 8 percent of gross receipts or \$108,000.

### **First Time Homebuyer Program – 20625**

Offers deferred loans to first time homebuyers for home purchase in the City. Loans were extended prior to year 2009 under various terms.

### **Habitat For Humanity – 20630**

The Housing Authority holds interest to the land used for the development of five single-family homes by Habitat for Humanity in year 2004. The Housing Authority maintains enforceable covenants on the properties. No loan repayment is required unless the owner defaults.

### **Single Family Rehabilitation Program – 20640**

Offers deferred loans to homeowners to make home improvements and fix code violations. The loans were extended in year 2009 and deferred until the property is sold or refinanced.

### **St. John Manor – 20650**

St. Johns Manor is a 36-unit senior rental project. The Housing Authority's loan to this project was paid off in fiscal year 2018-19.

### **Costa Mesa Village – 20655**

Costa Mesa Village is a 96-unit single room occupancy (SRO) project jointly funded by the Costa Mesa Housing Authority, Orange County Housing Authority and the developer. The Housing Authority's loan to this project was paid off in fiscal year 2014-15.

## **Housing Development And Preservation Of Affordable Housing - 11500**

### **James/West 18th Street Property – 20635**

The James/West 18th Property is four affordable housing projects with 30 rental units, owned and operated by the Housing Authority. The Authority acquired the projects through a foreclosure process in fiscal year 2015-16.

## **Homeless Outreach And Bridge Shelter Operation - 14300**

### **Homeless Outreach – 20605**

An addition to the Housing Authority's homeless prevention and rapid rehousing services is the transfer of the Network for Homeless Solutions program from the City Manager's Office to the Housing Authority, as approved by the City Council during the 2018-19 Mid-Year Budget Review. Homeless Outreach's primary activities are community outreach and working with various organizations and governmental agencies to identify housing solutions for Costa Mesa's homeless population. The General Fund will provide funding for program expenses in excess of the Low and Moderate Income Housing Asset Funds (LMIHAFs) \$250,000 allowance for this category.

### **Bridge Shelter Operation – 20606**

Another new component to the Housing Authority is the operation of the City's permanent bridge shelter program, which is located at 3175 Airway Avenue. This program provides transitional housing and support services for up to 72 homeless adults. Beginning in fiscal year 2021-22, the cities of Costa Mesa and Newport Beach enter into a Memorandum of Understanding (MOU) to allocate 20 of the 72 shelter beds to Newport Beach's use.

## Budget Narrative

The Fiscal Year 2022-23 budget for the Housing Authority is approximately \$4 million, an increase nearly 9 percent, compared to the adopted budget for Fiscal Year 2021-22. With the relocation to a permanent homeless shelter facility, the City has entered into a partnership with the City of Newport Beach, increasing the number of beds to expand its solution to offer shelter beds to those in need during inclement weather.

	FY 19-20 Actuals	FY 20-21 Adopted Budget	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget
<b>REVENUES BY FUNDING SOURCE</b>				
Costa Mesa Family Village Ground Lease	\$ 131,989	\$ 120,000	\$ 120,000	\$ 120,000
James Street	273,391	264,000	250,000	250,000
Investment Income	102,263	38,000	23,400	21,550
Loan Repayments	5,111	7,000	6,000	6,000
Other Reimbursement				
RDA Loan Repayment from DOF (Annual ROPS)	258,209	258,209	381,141	381,141
State SB 2 Grant		528,581	528,581	821,579
General Fund Contribution	2,438,345	1,177,203	1,713,827	1,264,993
Other Governmental Agencies			1,000,000	1,000,000
Contributions				
Donations	5,290			
CDBG CV Funds		668,000		327,600
Use of Fund Balance		68,116	37,261	
<b>Total Housing Authority Revenues</b>	<b>\$ 3,214,598</b>	<b>\$ 3,129,109</b>	<b>\$ 4,060,211</b>	<b>\$ 4,192,863</b>

	FY 19-20 Actuals	FY 20-21 Adopted Budget	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget
<b>EXPENSE CATEGORY BY PROGRAM</b>				
<b>COVENANT MONITORING AND ADMINISTRATION - 11500</b>				
<b>Rental Rehabilitation - 20450</b>				
<b>Housing Authority Administration - 20600</b>				
Salaries and Benefits	\$ 85,054	\$ 73,536	\$ 86,882	\$ 86,882
Maintenance and Operations	10,176	7,617	100,000	100,000
<b>Subtotal Housing Authority Administration</b>	<b>\$ 95,230</b>	<b>\$ 81,152</b>	<b>\$ 186,882</b>	<b>\$ 186,882</b>
<b>Costa Mesa Family Village - 20620</b>				
Maintenance and Operations	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>Subtotal Costa Mesa Family Village</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>First Time Homebuyer Program - 20625</b>				
Maintenance and Operations	\$ -	\$ 65	\$ 11,000	\$ 11,000
<b>Subtotal First Time Homebuyer Program</b>	<b>\$ -</b>	<b>\$ 65</b>	<b>\$ 11,000</b>	<b>\$ 11,000</b>
<b>Habitat for Humanity - 20630</b>				
Maintenance and Operations	\$ -	\$ 2,975	\$ 7,000	\$ 7,000
Fixed Assets	-	211,860	-	-
<b>Subtotal Habitat for Humanity</b>	<b>\$ -</b>	<b>\$ 214,834</b>	<b>\$ 7,000</b>	<b>\$ 7,000</b>

	FY 19-20 Actuals	FY 20-21 Adopted Budget	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget
<b>Single Family Rehabilitation Program - 20640</b>				
Maintenance and Operations	\$ -	\$ 1,677	\$ 20,000	\$ 20,000
<b>Subtotal Single Family Rehabilitation Prog.</b>	<b>\$ -</b>	<b>\$ 1,677</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>
<b>COVENANT MONITORING AND ADMINISTRATION - 11500 (Continued)</b>				
<b>St. John Manor - 20650</b>				
Maintenance and Operations	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>Subtotal St. John Manor</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Costa Mesa Village - 20655</b>				
Maintenance and Operations	\$ -	\$ 9,893	\$ 3,100	\$ 3,100
<b>Subtotal Costa Mesa Village</b>	<b>\$ -</b>	<b>\$ 9,893</b>	<b>\$ 3,100</b>	<b>\$ 3,100</b>
<b>Subtotal Covenant Monitoring and Admin.</b>	<b>\$ 95,230</b>	<b>\$ 307,621</b>	<b>\$ 237,982</b>	<b>\$ 237,982</b>
<b>HOUSING DEVELOPMENT AND PRESERVATION OF AFFORDABLE HOUSING - 11500</b>				
<b>James/West 18th Street Property - 20635</b>				
Salaries and Benefits	\$ 37,142	\$ 27,832	\$ 41,720	\$ 41,720
Maintenance and Operations	142,011	144,728	260,500	260,500
Fixed Assets	-	-	27,600	27,600
<b>Subtotal St. John Manor James/West 18th Street Property</b>	<b>\$ 179,152</b>	<b>\$ 172,559</b>	<b>\$ 329,820</b>	<b>\$ 329,820</b>
<b>HOMELESS OUTREACH AND BRIDGE SHELTER OPERATION - 11310/11500/14300</b>				
<b>CDBG-CV - 20435</b>				
Maintenance and Operations	\$ -	\$ 343,244	\$ -	\$ -
<b>Subtotal Homeless Outreach</b>	<b>\$ -</b>	<b>\$ 343,244</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Homeless Outreach - 20605 *</b>				
Salaries and Benefits	\$ 723,081	\$ 738,444	\$ 979,642	\$ 1,096,551
Maintenance and Operations	159,169	78,372	100,100	108,243
Fixed Assets	425	-	-	-
<b>Subtotal Homeless Outreach</b>	<b>\$ 882,674</b>	<b>\$ 816,816</b>	<b>\$ 1,079,742</b>	<b>\$ 1,204,794</b>
* The Homeless Outreach program was previously divided between the Housing Authority (program 11500) and the City Manager's Office (program 50250). The City Council approved consolidating all homeless outreach and shelter programs under the Housing Authority during the 2018-19 Mid-Year Budget Review.				
<b>Bridge Shelter Operation - 20606</b>				
Maintenance and Operations	\$ 1,810,961	\$ 1,934,556	\$ 2,412,667	\$ 2,420,267
<b>Subtotal Bridget Shelter Operation</b>	<b>\$ 1,810,961</b>	<b>\$ 1,934,556</b>	<b>\$ 2,412,667</b>	<b>\$ 2,420,267</b>
<b>TOTAL HOUSING AUTHORITY</b>				
Salaries and Benefits	\$ 845,277	\$ 839,811	\$ 1,108,244	\$ 1,225,153
Maintenance and Operations	2,122,317	2,523,125	2,924,367	2,940,110

	FY 19-20 Actuals	FY 20-21 Adopted Budget	FY 21-22 Adopted Budget	FY 22-23 Proposed Budget
Fixed Assets	425	211,860	27,600	27,600
<b>Total Housing Authority</b>	<b>\$ 2,968,018</b>	<b>\$ 3,574,796</b>	<b>\$ 4,060,211</b>	<b>\$ 4,192,863</b>

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION PURSUANT TO THE 2016-2022 MEMORANDUM OF UNDERSTANDING.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on March 7, 2017, the City Council adopted Resolution No. 17-14, revising the pay ranges for job classifications represented by the Costa Mesa City Employees Association, effective July 7, 2019; and

WHEREAS, on June 25, 2020, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa City Employees Association in which the Association agreed to a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic in exchange for a two-year extension of the current memorandum of understanding to June 30, 2022, a guarantee of no layoffs in Fiscal Year 2020-21, elimination of Tier 2 vacation accrual plan, no vacation cash out FY 2020-21, a 2% salary increase commencing in the last pay period of June 2022, elimination of Tier 2 salary ranges, an increase in flex benefit contributions by \$100 per month commencing in June 2022, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa City Employees Association in which the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, on December 2, 2021 and March 15, 2022, the City Council approved classification and pay range changes for various positions represented by the Costa Mesa City Employees Association to address recruitment and retention challenges; and

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 17-14, 17-46, 18-47, 19-32, 19-70, 2021-04, 2021-27, 2021-49, 2022-14 to revise the pay ranges for the classifications specified herein; and

WHEREAS, the City Council further desires to rename the existing “Crime Scene Specialist” job classification as the “Crime Scene Investigator” classification and to revise the pay ranges for said classifications; and

WHEREAS, the City Council further desires to add the new classification of Custody Officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The existing “Crime Scene Specialist” classification is hereby renamed as the “Crime Scene Investigator” classification and the following pay ranges for the Crime Scene Investigator classification are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022.

SECTION 2. The Costa Mesa City Council hereby establishes the new job classification of Custody Officer and the following pay ranges for the Custody Officer classification are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022.

SECTION 3. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0062	Accountant	CMC	644	\$6,510	\$6,836	\$7,178	\$7,537	\$7,914	\$8,310	\$8,725	Monthly
				\$78,120	\$82,032	\$86,136	\$90,444	\$94,968	\$99,720	\$104,700	Annual
				\$37.56	\$39.44	\$41.41	\$43.48	\$45.66	\$47.94	\$50.34	Hourly
0061	Accounting Specialist I	CMC	577	\$4,114	\$4,320	\$4,536	\$4,763	\$5,001	\$5,251	\$5,514	Monthly
				\$49,368	\$51,840	\$54,432	\$57,156	\$60,012	\$63,012	\$66,168	Annual
				\$23.73	\$24.92	\$26.17	\$27.48	\$28.85	\$30.29	\$31.81	Hourly
0060	Accounting Specialist II	CMC	606	\$4,755	\$4,993	\$5,243	\$5,505	\$5,780	\$6,069	\$6,372	Monthly
				\$57,060	\$59,916	\$62,916	\$66,060	\$69,360	\$72,828	\$76,464	Annual
				\$27.43	\$28.81	\$30.25	\$31.76	\$33.35	\$35.01	\$36.76	Hourly

**Attachment 8a**

0066	Accounting Supervisor	CMC	697	\$7,601	\$7,981	\$8,380	\$8,799	\$9,239	\$9,701	\$10,186	Monthly
				\$91,212	\$95,772	\$100,560	\$105,588	\$110,868	\$116,412	\$122,232	Annual
				\$43.85	\$46.04	\$48.35	\$50.76	\$53.30	\$55.97	\$58.77	Hourly
0107	Active Transportation Coordinator	CMC	732	\$8,752	\$9,190	\$9,650	\$10,132	\$10,639	\$11,171	\$11,730	Monthly
				\$105,024	\$110,280	\$115,800	\$121,584	\$127,668	\$134,052	\$140,760	Annual
				\$50.49	\$53.02	\$55.67	\$58.45	\$61.38	\$64.45	\$67.67	Hourly
0013	Administrative Assistant	CMC	590	\$4,832	\$5,074	\$5,328	\$5,594	\$5,874	\$6,168	\$6,476	Monthly
				\$57,984	\$60,888	\$63,936	\$67,128	\$70,488	\$74,016	\$77,712	Annual
				\$27.88	\$29.27	\$30.74	\$32.27	\$33.89	\$35.58	\$37.36	Hourly
0469	Animal Control Officer	CMC	617	\$5,389	\$5,658	\$5,941	\$6,238	\$6,550	\$6,877	\$7,221	Monthly
				\$64,668	\$67,896	\$71,292	\$74,856	\$78,600	\$82,524	\$86,652	Annual
				\$31.09	\$32.64	\$34.28	\$35.99	\$37.79	\$39.68	\$41.66	Hourly
0307	Arts Specialist	CMC	733	\$5,309	\$5,574	\$5,853	\$6,146	\$6,453	\$6,776	\$7,115	Monthly
				\$63,708	\$66,888	\$70,236	\$73,752	\$77,436	\$81,312	\$85,380	Annual
				\$30.63	\$32.16	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	Hourly
0103	Assistant Engineer	CMC	672	\$6,730	\$7,067	\$7,420	\$7,791	\$8,181	\$8,590	\$9,019	Monthly
				\$80,760	\$84,804	\$89,040	\$93,492	\$98,172	\$103,080	\$108,228	Annual
				\$38.83	\$40.77	\$42.81	\$44.95	\$47.20	\$49.56	\$52.03	Hourly
0217	Assistant Fire Marshal	CMC	897	\$6,691	\$7,026	\$7,377	\$7,746	\$8,133	\$8,540	\$8,967	Monthly
				\$80,292	\$84,312	\$88,524	\$92,952	\$97,596	\$102,480	\$107,604	Annual
				\$38.60	\$40.53	\$42.56	\$44.69	\$46.92	\$49.27	\$51.73	Hourly
0151	Assistant Planner	CMC	889	\$6,214	\$6,525	\$6,851	\$7,194	\$7,554	\$7,932	\$8,329	Monthly
				\$74,568	\$78,300	\$82,212	\$86,328	\$90,648	\$95,184	\$99,948	Annual
				\$35.85	\$37.64	\$39.53	\$41.50	\$43.58	\$45.76	\$48.05	Hourly
0301	Assistant Recreation Supervisor	CMC	625	\$5,309	\$5,574	\$5,853	\$6,146	\$6,453	\$6,776	\$7,115	Monthly
				\$63,708	\$66,888	\$70,236	\$73,752	\$77,436	\$81,312	\$85,380	Annual
				\$30.63	\$32.16	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	Hourly
0808	Assistant Storekeeper	CMC	571	\$4,108	\$4,313	\$4,529	\$4,755	\$4,993	\$5,243	\$5,505	Monthly
				\$49,296	\$51,756	\$54,348	\$57,060	\$59,916	\$62,916	\$66,060	Annual
				\$23.70	\$24.88	\$26.13	\$27.43	\$28.81	\$30.25	\$31.76	Hourly



**Attachment 8a**

0104	Associate Engineer	CMC	699	\$8,435	\$8,857	\$9,300	\$9,765	\$10,253	\$10,766	\$11,304	Monthly
				\$101,220	\$106,284	\$111,600	\$117,180	\$123,036	\$129,192	\$135,648	Annual
				\$48.66	\$51.10	\$53.65	\$56.34	\$59.15	\$62.11	\$65.22	Hourly
0152	Associate Planner	CMC	649	\$7,149	\$7,506	\$7,881	\$8,275	\$8,689	\$9,123	\$9,579	Monthly
				\$85,788	\$90,072	\$94,572	\$99,300	\$104,268	\$109,476	\$114,948	Annual
				\$41.24	\$43.30	\$45.47	\$47.74	\$50.13	\$52.63	\$55.26	Hourly
0132	Building Inspector I	CMC	643	\$6,322	\$6,638	\$6,970	\$7,318	\$7,684	\$8,068	\$8,471	Monthly
				\$75,864	\$79,656	\$83,640	\$87,816	\$92,208	\$96,816	\$101,652	Annual
				\$36.47	\$38.30	\$40.21	\$42.22	\$44.33	\$46.55	\$48.87	Hourly
0138	Building Inspector II	CMC	866	\$6,637	\$6,969	\$7,317	\$7,683	\$8,067	\$8,470	\$8,894	Monthly
				\$79,644	\$83,628	\$87,804	\$92,196	\$96,804	\$101,640	\$106,728	Annual
				\$38.29	\$40.21	\$42.21	\$44.33	\$46.54	\$48.87	\$51.31	Hourly
0130	Building Technician I	CMC	581	\$4,501	\$4,726	\$4,962	\$5,210	\$5,470	\$5,744	\$6,031	Monthly
				\$54,012	\$56,712	\$59,544	\$62,520	\$65,640	\$68,928	\$72,372	Annual
				\$25.97	\$27.27	\$28.63	\$30.06	\$31.56	\$33.14	\$34.79	Hourly
0131	Building Technician II	CMC	613	\$5,280	\$5,544	\$5,821	\$6,112	\$6,418	\$6,739	\$7,076	Monthly
				\$63,360	\$66,528	\$69,852	\$73,344	\$77,016	\$80,868	\$84,912	Annual
				\$30.46	\$31.98	\$33.58	\$35.26	\$37.03	\$38.88	\$40.82	Hourly
0088	Business License Inspector	CMC	850	\$4,756	\$4,994	\$5,244	\$5,506	\$5,781	\$6,070	\$6,374	Monthly
				\$57,072	\$59,928	\$62,928	\$66,072	\$69,372	\$72,840	\$76,488	Annual
				\$27.44	\$28.81	\$30.25	\$31.77	\$33.35	\$35.02	\$36.77	Hourly
0051	Buyer	CMC	857	\$5,431	\$5,703	\$5,988	\$6,287	\$6,601	\$6,931	\$7,278	Monthly
				\$65,172	\$68,436	\$71,856	\$75,444	\$79,212	\$83,172	\$87,336	Annual
				\$31.33	\$32.90	\$34.55	\$36.27	\$38.08	\$39.99	\$41.99	Hourly
0035	Central Services Supervisor	CMC	655	\$5,967	\$6,265	\$6,578	\$6,907	\$7,252	\$7,615	\$7,996	Monthly
				\$71,604	\$75,180	\$78,936	\$82,884	\$87,024	\$91,380	\$95,952	Annual
				\$34.43	\$36.14	\$37.95	\$39.85	\$41.84	\$43.93	\$46.13	Hourly
0123	Chief Construction Inspector	CMC	662	\$6,290	\$6,604	\$6,934	\$7,281	\$7,645	\$8,027	\$8,428	Monthly
				\$75,480	\$79,248	\$83,208	\$87,372	\$91,740	\$96,324	\$101,136	Annual
				\$36.29	\$38.10	\$40.00	\$42.01	\$44.11	\$46.31	\$48.62	Hourly

**Attachment 8a**

0110	Chief Plans Examiner	CMC	718	\$9,541	\$10,018	\$10,519	\$11,045	\$11,597	\$12,177	\$12,786	Monthly
				\$114,492	\$120,216	\$126,228	\$132,540	\$139,164	\$146,124	\$153,432	Annual
				\$55.04	\$57.80	\$60.69	\$63.72	\$66.91	\$70.25	\$73.77	Hourly
0126	Chief of Code Enforcement	CMC	664	\$6,350	\$6,668	\$7,001	\$7,351	\$7,719	\$8,105	\$8,510	Monthly
				\$76,200	\$80,016	\$84,012	\$88,212	\$92,628	\$97,260	\$102,120	Annual
				\$36.63	\$38.47	\$40.39	\$42.41	\$44.53	\$46.76	\$49.10	Hourly
0128	Chief of Inspection	CMC	681	\$8,030	\$8,432	\$8,854	\$9,297	\$9,762	\$10,250	\$10,762	Monthly
				\$96,360	\$101,184	\$106,248	\$111,564	\$117,144	\$123,000	\$129,144	Annual
				\$46.33	\$48.65	\$51.08	\$53.64	\$56.32	\$59.13	\$62.09	Hourly
0466	Civilian Investigator	CMC	628	\$5,587	\$5,866	\$6,159	\$6,467	\$6,790	\$7,129	\$7,485	Monthly
				\$67,044	\$70,392	\$73,908	\$77,604	\$81,480	\$85,548	\$89,820	Annual
				\$32.23	\$33.84	\$35.53	\$37.31	\$39.17	\$41.13	\$43.18	Hourly
0120	Code Enforcement Officer	CMC	626	\$5,256	\$5,519	\$5,795	\$6,085	\$6,389	\$6,708	\$7,043	Monthly
				\$63,072	\$66,228	\$69,540	\$73,020	\$76,668	\$80,496	\$84,516	Annual
				\$30.32	\$31.84	\$33.43	\$35.11	\$36.86	\$38.70	\$40.63	Hourly
0430	Communications Installer	CMC	858	\$5,137	\$5,394	\$5,664	\$5,947	\$6,244	\$6,556	\$6,884	Monthly
				\$61,644	\$64,728	\$67,968	\$71,364	\$74,928	\$78,672	\$82,608	Annual
				\$29.64	\$31.12	\$32.68	\$34.31	\$36.02	\$37.82	\$39.72	Hourly
0231	Communications Officer	CMC	616	\$5,581	\$5,860	\$6,153	\$6,461	\$6,784	\$7,123	\$7,479	Monthly
				\$66,972	\$70,320	\$73,836	\$77,532	\$81,408	\$85,476	\$89,748	Annual
				\$32.20	\$33.81	\$35.50	\$37.28	\$39.14	\$41.09	\$43.15	Hourly
0232	Communications Supervisor	CMC	645	\$6,449	\$6,771	\$7,110	\$7,465	\$7,838	\$8,230	\$8,642	Monthly
				\$77,388	\$81,252	\$85,320	\$89,580	\$94,056	\$98,760	\$103,704	Annual
				\$37.21	\$39.06	\$41.02	\$43.07	\$45.22	\$47.48	\$49.86	Hourly
0610	Community Outreach Worker	CMC	893	\$4,978	\$5,227	\$5,488	\$5,762	\$6,050	\$6,352	\$6,670	Monthly
				\$59,736	\$62,724	\$65,856	\$69,144	\$72,600	\$76,224	\$80,040	Annual
				\$28.72	\$30.16	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	Hourly
0611	Community Outreach Supervisor	CMC	900	\$6,513	\$6,839	\$7,181	\$7,540	\$7,917	\$8,313	\$8,729	Monthly
				\$78,156	\$82,068	\$86,172	\$90,480	\$95,004	\$99,756	\$104,748	Annual
				\$37.58	\$39.46	\$41.43	\$43.50	\$45.68	\$47.96	\$50.36	Hourly

**Attachment 8a**

0703	Community Services Specialist	CMC	582	\$4,525	\$4,751	\$4,989	\$5,238	\$5,500	\$5,775	\$6,064	Monthly
				\$54,300	\$57,012	\$59,868	\$62,856	\$66,000	\$69,300	\$72,768	Annual
				\$26.11	\$27.41	\$28.78	\$30.22	\$31.73	\$33.32	\$34.98	Hourly
0121	Construction Inspector	CMC	867	\$5,722	\$6,008	\$6,308	\$6,623	\$6,954	\$7,302	\$7,667	Monthly
				\$68,664	\$72,096	\$75,696	\$79,476	\$83,448	\$87,624	\$92,004	Annual
				\$33.01	\$34.66	\$36.39	\$38.21	\$40.12	\$42.13	\$44.23	Hourly
0100	Contract Administrator	CMC	691	\$7,399	\$7,769	\$8,157	\$8,565	\$8,993	\$9,443	\$9,915	Monthly
				\$88,788	\$93,228	\$97,884	\$102,780	\$107,916	\$113,316	\$118,980	Annual
				\$42.69	\$44.82	\$47.06	\$49.41	\$51.88	\$54.48	\$57.20	Hourly
0706	Court Liaison Officer	CMC	854	\$5,389	\$5,658	\$5,941	\$6,238	\$6,550	\$6,877	\$7,221	Monthly
				\$64,668	\$67,896	\$71,292	\$74,856	\$78,600	\$82,524	\$86,652	Annual
				\$31.09	\$32.64	\$34.28	\$35.99	\$37.79	\$39.68	\$41.66	Hourly
0099	Crime Analyst	CMC	859	\$5,587	\$5,866	\$6,159	\$6,467	\$6,790	\$7,129	\$7,485	Monthly
				\$67,044	\$70,392	\$73,908	\$77,604	\$81,480	\$85,548	\$89,820	Annual
				\$32.23	\$33.84	\$35.53	\$37.31	\$39.17	\$41.13	\$43.18	Hourly
0467	Crime Prevention Specialist	CMC	852	\$5,283	\$5,547	\$5,824	\$6,115	\$6,421	\$6,742	\$7,079	Monthly
				\$63,396	\$66,564	\$69,888	\$73,380	\$77,052	\$80,904	\$84,948	Annual
				\$30.48	\$32.00	\$33.60	\$35.28	\$37.04	\$38.90	\$40.84	Hourly
0189	Crime Scene Investigation Supervisor	CMC	50	\$8,085	\$8,489	\$8,913	\$9,359	\$9,827	\$10,318	\$10,834	Monthly
				\$97,020	\$101,868	\$106,956	\$112,308	\$117,924	\$123,816	\$130,008	Annual
				\$46.64	\$48.98	\$51.42	\$53.99	\$56.69	\$59.53	\$62.50	Hourly
0465	Crime Scene Specialist	CMC	638	\$5,475	\$5,749	\$6,036	\$6,338	\$6,655	\$6,988	\$7,337	Monthly
				\$65,700	\$68,988	\$72,432	\$76,056	\$79,860	\$83,856	\$88,044	Annual
				\$31.59	\$33.17	\$34.82	\$36.57	\$38.39	\$40.32	\$42.33	Hourly
0705	Custody Officer	CMC	854	\$5,389	\$5,658	\$5,941	\$6,238	\$6,550	\$6,877	\$7,221	Monthly
				\$64,668	\$67,896	\$71,292	\$74,856	\$78,600	\$82,524	\$86,652	Annual
				\$31.09	\$32.64	\$34.28	\$35.99	\$37.79	\$39.68	\$41.66	Hourly
0149	Economic Development Administrator	CMC	898	\$9,453	\$9,926	\$10,422	\$10,943	\$11,490	\$12,065	\$12,668	Monthly
				\$113,436	\$119,112	\$125,064	\$131,316	\$137,880	\$144,780	\$152,016	Annual
				\$54.54	\$57.27	\$60.13	\$63.13	\$66.29	\$69.61	\$73.08	Hourly

## Attachment 8a

0134	Electrical Inspector	CMC	868	\$5,722	\$6,008	\$6,308	\$6,623	\$6,954	\$7,302	\$7,667	Monthly
				\$68,664	\$72,096	\$75,696	\$79,476	\$83,448	\$87,624	\$92,004	Annual
				\$33.01	\$34.66	\$36.39	\$38.21	\$40.12	\$42.13	\$44.23	Hourly
0431	Electronics Technician	CMC	875	\$6,395	\$6,715	\$7,051	\$7,404	\$7,774	\$8,163	\$8,571	Monthly
				\$76,740	\$80,580	\$84,612	\$88,848	\$93,288	\$97,956	\$102,852	Annual
				\$36.89	\$38.74	\$40.68	\$42.72	\$44.85	\$47.09	\$49.45	Hourly
0221	Emergency Medical Services Coordinator	CMC	706	\$7,928	\$8,324	\$8,740	\$9,177	\$9,636	\$10,118	\$10,624	Monthly
				\$95,136	\$99,888	\$104,880	\$110,124	\$115,632	\$121,416	\$127,488	Annual
				\$45.74	\$48.02	\$50.42	\$52.94	\$55.59	\$58.37	\$61.29	Hourly
0096	Emergency Services Administrator	CMC	53	\$8,692	\$9,127	\$9,583	\$10,062	\$10,565	\$11,093	\$11,648	Monthly
				\$104,304	\$109,524	\$114,996	\$120,744	\$126,780	\$133,116	\$139,776	Annual
				\$50.15	\$52.66	\$55.29	\$58.05	\$60.95	\$64.00	\$67.20	Hourly
0234	Emergency Services Training Specialist	CMC	860	\$5,373	\$5,642	\$5,924	\$6,220	\$6,531	\$6,858	\$7,201	Monthly
				\$64,476	\$67,704	\$71,088	\$74,640	\$78,372	\$82,296	\$86,412	Annual
				\$31.00	\$32.55	\$34.18	\$35.88	\$37.68	\$39.57	\$41.54	Hourly
0101	Engineering Technician I	CMC	591	\$4,730	\$4,967	\$5,215	\$5,476	\$5,750	\$6,038	\$6,340	Monthly
				\$56,760	\$59,604	\$62,580	\$65,712	\$69,000	\$72,456	\$76,080	Annual
				\$27.29	\$28.66	\$30.09	\$31.59	\$33.17	\$34.83	\$36.58	Hourly
0102	Engineering Technician II	CMC	853	\$5,280	\$5,544	\$5,821	\$6,112	\$6,418	\$6,739	\$7,076	Monthly
				\$63,360	\$66,528	\$69,852	\$73,344	\$77,016	\$80,868	\$84,912	Annual
				\$30.46	\$31.98	\$33.58	\$35.26	\$37.03	\$38.88	\$40.82	Hourly
0116	Engineering Technician III	CMC	632	\$5,805	\$6,095	\$6,400	\$6,720	\$7,056	\$7,409	\$7,779	Monthly
				\$69,660	\$73,140	\$76,800	\$80,640	\$84,672	\$88,908	\$93,348	Annual
				\$33.49	\$35.16	\$36.92	\$38.77	\$40.71	\$42.74	\$44.88	Hourly
0440	Equipment Mechanic I	CMC	570	\$3,985	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	\$5,340	Monthly
				\$47,820	\$50,208	\$52,716	\$55,356	\$58,128	\$61,032	\$64,080	Annual
				\$22.99	\$24.14	\$25.34	\$26.61	\$27.95	\$29.34	\$30.81	Hourly
0441	Equipment Mechanic II	CMC	851	\$4,769	\$5,007	\$5,257	\$5,520	\$5,796	\$6,086	\$6,390	Monthly
				\$57,228	\$60,084	\$63,084	\$66,240	\$69,552	\$73,032	\$76,680	Annual
				\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11	\$36.87	Hourly

**Attachment 8a**

0445	Equipment Mechanic III	CMC	856	\$5,138	\$5,395	\$5,665	\$5,948	\$6,245	\$6,557	\$6,885	Monthly
				\$61,656	\$64,740	\$67,980	\$71,376	\$74,940	\$78,684	\$82,620	Annual
				\$29.64	\$31.13	\$32.68	\$34.32	\$36.03	\$37.83	\$39.72	Hourly
0014	Executive Assistant	CMC	609	\$5,316	\$5,582	\$5,861	\$6,154	\$6,462	\$6,785	\$7,124	Monthly
				\$63,792	\$66,984	\$70,332	\$73,848	\$77,544	\$81,420	\$85,488	Annual
				\$30.67	\$32.20	\$33.81	\$35.50	\$37.28	\$39.14	\$41.10	Hourly
0407	Facilities Maintenance Technician	CMC	589	\$4,632	\$4,864	\$5,107	\$5,362	\$5,630	\$5,912	\$6,208	Monthly
				\$55,584	\$58,368	\$61,284	\$64,344	\$67,560	\$70,944	\$74,496	Annual
				\$26.72	\$28.06	\$29.46	\$30.93	\$32.48	\$34.11	\$35.82	Hourly
0304	Fairview Park Administrator	CMC	887	\$7,961	\$8,359	\$8,777	\$9,216	\$9,677	\$10,161	\$10,669	Monthly
				\$95,532	\$100,308	\$105,324	\$110,592	\$116,124	\$121,932	\$128,028	Annual
				\$45.93	\$48.23	\$50.64	\$53.17	\$55.83	\$58.62	\$61.55	Hourly
0057	Financial Analyst	CMC	899	\$7,052	\$7,405	\$7,775	\$8,164	\$8,572	\$9,001	\$9,451	Monthly
				\$84,624	\$88,860	\$93,300	\$97,968	\$102,864	\$108,012	\$113,412	Annual
				\$40.68	\$42.72	\$44.86	\$47.10	\$49.45	\$51.93	\$54.53	Hourly
0218	Fire Protection Analyst	CMC	876	\$6,691	\$7,026	\$7,377	\$7,746	\$8,133	\$8,540	\$8,967	Monthly
				\$80,292	\$84,312	\$88,524	\$92,952	\$97,596	\$102,480	\$107,604	Annual
				\$38.60	\$40.53	\$42.56	\$44.69	\$46.92	\$49.27	\$51.73	Hourly
0215	Fire Protection Specialist	CMC	861	\$6,322	\$6,638	\$6,970	\$7,318	\$7,684	\$8,068	\$8,471	Monthly
				\$75,864	\$79,656	\$83,640	\$87,816	\$92,208	\$96,816	\$101,652	Annual
				\$36.47	\$38.30	\$40.21	\$42.22	\$44.33	\$46.55	\$48.87	Hourly
0065	Grant Administrator	CMC	877	\$6,950	\$7,298	\$7,663	\$8,046	\$8,448	\$8,870	\$9,313	Monthly
				\$83,400	\$87,576	\$91,956	\$96,552	\$101,376	\$106,440	\$111,756	Annual
				\$40.10	\$42.10	\$44.21	\$46.42	\$48.74	\$51.17	\$53.73	Hourly
0029	Graphics Designer	CMC	610	\$4,765	\$5,003	\$5,253	\$5,516	\$5,792	\$6,082	\$6,386	Monthly
				\$57,180	\$60,036	\$63,036	\$66,192	\$69,504	\$72,984	\$76,632	Annual
				\$27.49	\$28.86	\$30.31	\$31.82	\$33.42	\$35.09	\$36.84	Hourly
0446	Lead Equipment Mechanic	CMC	869	\$5,793	\$6,083	\$6,387	\$6,706	\$7,041	\$7,393	\$7,763	Monthly
				\$69,516	\$72,996	\$76,644	\$80,472	\$84,492	\$88,716	\$93,156	Annual
				\$33.42	\$35.09	\$36.85	\$38.69	\$40.62	\$42.65	\$44.79	Hourly

## Attachment 8a

0409	Lead Facilities Maintenance Technician	CMC	863	\$5,443	\$5,715	\$6,001	\$6,301	\$6,616	\$6,947	\$7,294	Monthly
				\$65,316	\$68,580	\$72,012	\$75,612	\$79,392	\$83,364	\$87,528	Annual
				\$31.40	\$32.97	\$34.62	\$36.35	\$38.17	\$40.08	\$42.08	Hourly
0405	Lead Maintenance Worker	CMC	864	\$5,443	\$5,715	\$6,001	\$6,301	\$6,616	\$6,947	\$7,294	Monthly
				\$65,316	\$68,580	\$72,012	\$75,612	\$79,392	\$83,364	\$87,528	Annual
				\$31.40	\$32.97	\$34.62	\$36.35	\$38.17	\$40.08	\$42.08	Hourly
0402	Maintenance Assistant	CMC	550	\$3,725	\$3,911	\$4,107	\$4,312	\$4,528	\$4,754	\$4,992	Monthly
				\$44,700	\$46,932	\$49,284	\$51,744	\$54,336	\$57,048	\$59,904	Annual
				\$21.49	\$22.56	\$23.69	\$24.88	\$26.12	\$27.43	\$28.80	Hourly
0412	Maintenance Superintendent	CMC	881	\$7,381	\$7,750	\$8,138	\$8,545	\$8,972	\$9,421	\$9,892	Monthly
				\$88,572	\$93,000	\$97,656	\$102,540	\$107,664	\$113,052	\$118,704	Annual
				\$42.58	\$44.71	\$46.95	\$49.30	\$51.76	\$54.35	\$57.07	Hourly
0406	Maintenance Supervisor	CMC	670	\$6,387	\$6,706	\$7,041	\$7,393	\$7,763	\$8,151	\$8,559	Monthly
				\$76,644	\$80,472	\$84,492	\$88,716	\$93,156	\$97,812	\$102,708	Annual
				\$36.85	\$38.69	\$40.62	\$42.65	\$44.79	\$47.03	\$49.38	Hourly
0403	Maintenance Worker	CMC	846	\$4,117	\$4,323	\$4,539	\$4,766	\$5,004	\$5,254	\$5,517	Monthly
				\$49,404	\$51,876	\$54,468	\$57,192	\$60,048	\$63,048	\$66,204	Annual
				\$23.75	\$24.94	\$26.19	\$27.50	\$28.87	\$30.31	\$31.83	Hourly
0243	Management Aide	CMC	892	\$5,469	\$5,742	\$6,029	\$6,330	\$6,647	\$6,979	\$7,328	Monthly
				\$65,628	\$68,904	\$72,348	\$75,960	\$79,764	\$83,748	\$87,936	Annual
				\$31.55	\$33.13	\$34.78	\$36.52	\$38.35	\$40.26	\$42.28	Hourly
0074	Management Analyst	CMC	872	\$6,288	\$6,602	\$6,932	\$7,279	\$7,643	\$8,025	\$8,426	Monthly
				\$75,456	\$79,224	\$83,184	\$87,348	\$91,716	\$96,300	\$101,112	Annual
				\$36.28	\$38.09	\$39.99	\$41.99	\$44.09	\$46.30	\$48.61	Hourly
0001	Messenger	CMC	501	\$3,731	\$3,918	\$4,114	\$4,320	\$4,536	\$4,763	\$5,001	Monthly
				\$44,772	\$47,016	\$49,368	\$51,840	\$54,432	\$57,156	\$60,012	Annual
				\$21.53	\$22.60	\$23.73	\$24.92	\$26.17	\$27.48	\$28.85	Hourly
0041	Network Systems Administrator	CMC	631	\$7,755	\$8,143	\$8,550	\$8,977	\$9,426	\$9,897	\$10,392	Monthly
				\$93,060	\$97,716	\$102,600	\$107,724	\$113,112	\$118,764	\$124,704	Annual
				\$44.74	\$46.98	\$49.33	\$51.79	\$54.38	\$57.10	\$59.95	Hourly

## Attachment 8a

0006	Office Coordinator	CMC	848	\$4,490	\$4,714	\$4,950	\$5,198	\$5,458	\$5,731	\$6,018	Monthly
				\$53,880	\$56,568	\$59,400	\$62,376	\$65,496	\$68,772	\$72,216	Annual
				\$25.90	\$27.20	\$28.56	\$29.99	\$31.49	\$33.06	\$34.72	Hourly
0003	Office Specialist	CMC	525	\$3,257	\$3,420	\$3,591	\$3,771	\$3,960	\$4,158	\$4,366	Monthly
				\$39,084	\$41,040	\$43,092	\$45,252	\$47,520	\$49,896	\$52,392	Annual
				\$18.79	\$19.73	\$20.72	\$21.76	\$22.85	\$23.99	\$25.19	Hourly
0004	Office Specialist I	CMC	545	\$3,601	\$3,781	\$3,970	\$4,168	\$4,376	\$4,595	\$4,825	Monthly
				\$43,212	\$45,372	\$47,640	\$50,016	\$52,512	\$55,140	\$57,900	Annual
				\$20.78	\$21.81	\$22.90	\$24.05	\$25.25	\$26.51	\$27.84	Hourly
0005	Office Specialist II	CMC	845	\$3,880	\$4,074	\$4,278	\$4,492	\$4,717	\$4,953	\$5,201	Monthly
				\$46,560	\$48,888	\$51,336	\$53,904	\$56,604	\$59,436	\$62,412	Annual
				\$22.38	\$23.50	\$24.68	\$25.92	\$27.21	\$28.58	\$30.01	Hourly
0031	Offset Press Operator I	CMC	847	\$4,164	\$4,372	\$4,591	\$4,821	\$5,062	\$5,315	\$5,581	Monthly
				\$49,968	\$52,464	\$55,092	\$57,852	\$60,744	\$63,780	\$66,972	Annual
				\$24.02	\$25.22	\$26.49	\$27.81	\$29.20	\$30.66	\$32.20	Hourly
0034	Offset Press Operator II	CMC	595	\$4,420	\$4,641	\$4,873	\$5,117	\$5,373	\$5,642	\$5,924	Monthly
				\$53,040	\$55,692	\$58,476	\$61,404	\$64,476	\$67,704	\$71,088	Annual
				\$25.50	\$26.78	\$28.11	\$29.52	\$31.00	\$32.55	\$34.18	Hourly
0521	Park Ranger	CMC	725	\$4,978	\$5,227	\$5,488	\$5,762	\$6,050	\$6,352	\$6,670	Monthly
				\$59,736	\$62,724	\$65,856	\$69,144	\$72,600	\$76,224	\$80,040	Annual
				\$28.72	\$30.16	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	Hourly
0028	Permit Processing Specialist	CMC	569	\$4,059	\$4,262	\$4,475	\$4,699	\$4,934	\$5,181	\$5,440	Monthly
				\$48,708	\$51,144	\$53,700	\$56,388	\$59,208	\$62,172	\$65,280	Annual
				\$23.42	\$24.59	\$25.82	\$27.11	\$28.47	\$29.89	\$31.38	Hourly
0039	Personal Computer/ Network Assistant	CMC	849	\$4,420	\$4,641	\$4,873	\$5,117	\$5,373	\$5,642	\$5,924	Monthly
				\$53,040	\$55,692	\$58,476	\$61,404	\$64,476	\$67,704	\$71,088	Annual
				\$25.50	\$26.78	\$28.11	\$29.52	\$31.00	\$32.55	\$34.18	Hourly
0109	Plan Check Engineer	CMC	883	\$8,752	\$9,190	\$9,650	\$10,132	\$10,639	\$11,171	\$11,730	Monthly
				\$105,024	\$110,280	\$115,800	\$121,584	\$127,668	\$134,052	\$140,760	Annual
				\$50.49	\$53.02	\$55.67	\$58.45	\$61.38	\$64.45	\$67.67	Hourly

## Attachment 8a

0114	Plan Checker	CMC	886	\$7,610	\$7,990	\$8,390	\$8,810	\$9,251	\$9,714	\$10,200	Monthly
				\$91,320	\$95,880	\$100,680	\$105,720	\$111,012	\$116,568	\$122,400	Annual
				\$43.90	\$46.10	\$48.40	\$50.83	\$53.37	\$56.04	\$58.85	Hourly
0095	Police Records Administrator	CMC	52	\$8,692	\$9,127	\$9,583	\$10,062	\$10,565	\$11,093	\$11,648	Monthly
				\$104,304	\$109,524	\$114,996	\$120,744	\$126,780	\$133,116	\$139,776	Annual
				\$50.15	\$52.66	\$55.29	\$58.05	\$60.95	\$64.00	\$67.20	Hourly
0461	Police Records Bureau Supervisor	CMC	842	\$8,085	\$8,489	\$8,913	\$9,359	\$9,827	\$10,318	\$10,834	Monthly
				\$97,020	\$101,868	\$106,956	\$112,308	\$117,924	\$123,816	\$130,008	Annual
				\$46.64	\$48.98	\$51.42	\$53.99	\$56.69	\$59.53	\$62.50	Hourly
0012	Police Records Shift Supervisor	CMC	594	\$4,799	\$5,039	\$5,291	\$5,556	\$5,834	\$6,126	\$6,432	Monthly
				\$57,588	\$60,468	\$63,492	\$66,672	\$70,008	\$73,512	\$77,184	Annual
				\$27.69	\$29.07	\$30.53	\$32.05	\$33.66	\$35.34	\$37.11	Hourly
0010	Police Records Technician	CMC	546	\$3,779	\$3,968	\$4,166	\$4,374	\$4,593	\$4,823	\$5,064	Monthly
				\$45,348	\$47,616	\$49,992	\$52,488	\$55,116	\$57,876	\$60,768	Annual
				\$21.80	\$22.89	\$24.03	\$25.23	\$26.50	\$27.83	\$29.22	Hourly
0460	Police Training Administrator	CMC	844	\$8,692	\$9,127	\$9,583	\$10,062	\$10,565	\$11,093	\$11,648	Monthly
				\$104,304	\$109,524	\$114,996	\$120,744	\$126,780	\$133,116	\$139,776	Annual
				\$50.15	\$52.66	\$55.29	\$58.05	\$60.95	\$64.00	\$67.20	Hourly
0459	Police Training Assistant	CMC	862	\$5,778	\$6,067	\$6,370	\$6,688	\$7,022	\$7,373	\$7,742	Monthly
				\$69,336	\$72,804	\$76,440	\$80,256	\$84,264	\$88,476	\$92,904	Annual
				\$33.33	\$35.00	\$36.75	\$38.58	\$40.51	\$42.54	\$44.67	Hourly
0106	Principal Civil Engineer	CMC	726	\$10,670	\$11,204	\$11,764	\$12,352	\$12,970	\$13,618	\$14,299	Monthly
				\$128,040	\$134,448	\$141,168	\$148,224	\$155,640	\$163,416	\$171,588	Annual
				\$61.56	\$64.64	\$67.87	\$71.26	\$74.83	\$78.57	\$82.49	Hourly
0154	Principal Planner	CMC	704	\$9,453	\$9,926	\$10,422	\$10,943	\$11,490	\$12,065	\$12,668	Monthly
				\$113,436	\$119,112	\$125,064	\$131,316	\$137,880	\$144,780	\$152,016	Annual
				\$54.54	\$57.27	\$60.13	\$63.13	\$66.29	\$69.61	\$73.08	Hourly
0043	Programmer Analyst I	CMC	870	\$6,867	\$7,210	\$7,570	\$7,949	\$8,346	\$8,763	\$9,201	Monthly
				\$82,404	\$86,520	\$90,840	\$95,388	\$100,152	\$105,156	\$110,412	Annual
				\$39.62	\$41.60	\$43.67	\$45.86	\$48.15	\$50.56	\$53.08	Hourly



**Attachment 8a**

0044	Programmer Analyst II	CMC	692	\$8,239	\$8,651	\$9,084	\$9,538	\$10,015	\$10,516	\$11,042	Monthly
				\$98,868	\$103,812	\$109,008	\$114,456	\$120,180	\$126,192	\$132,504	Annual
				\$47.53	\$49.91	\$52.41	\$55.03	\$57.78	\$60.67	\$63.70	Hourly
0463	Property/Evidence Specialist	CMC	623	\$5,081	\$5,335	\$5,602	\$5,882	\$6,176	\$6,485	\$6,809	Monthly
				\$60,972	\$64,020	\$67,224	\$70,584	\$74,112	\$77,820	\$81,708	Annual
				\$29.31	\$30.78	\$32.32	\$33.93	\$35.63	\$37.41	\$39.28	Hourly
0462	Property/Evidence Supervisor	CMC	843	\$8,085	\$8,489	\$8,913	\$9,359	\$9,827	\$10,318	\$10,834	Monthly
				\$97,020	\$101,868	\$106,956	\$112,308	\$117,924	\$123,816	\$130,008	Annual
				\$46.64	\$48.98	\$51.42	\$53.99	\$56.69	\$59.53	\$62.50	Hourly
0124	Public Right of Way Coordinator	CMC	731	\$5,256	\$5,519	\$5,795	\$6,085	\$6,389	\$6,708	\$7,043	Monthly
				\$63,072	\$66,228	\$69,540	\$73,020	\$76,668	\$80,496	\$84,516	Annual
				\$30.32	\$31.84	\$33.43	\$35.11	\$36.86	\$38.70	\$40.63	Hourly
0053	Purchasing Supervisor	CMC	879	\$7,601	\$7,981	\$8,380	\$8,799	\$9,239	\$9,701	\$10,186	Monthly
				\$91,212	\$95,772	\$100,560	\$105,588	\$110,868	\$116,412	\$122,232	Annual
				\$43.85	\$46.04	\$48.35	\$50.76	\$53.30	\$55.97	\$58.77	Hourly
0468	Range Master	CMC	855	\$5,389	\$5,658	\$5,941	\$6,238	\$6,550	\$6,877	\$7,221	Monthly
				\$64,668	\$67,896	\$71,292	\$74,856	\$78,600	\$82,524	\$86,652	Annual
				\$31.09	\$32.64	\$34.28	\$35.99	\$37.79	\$39.68	\$41.66	Hourly
0290	Recreation Coordinator	CMC	583	\$4,304	\$4,519	\$4,745	\$4,982	\$5,231	\$5,493	\$5,768	Monthly
				\$51,648	\$54,228	\$56,940	\$59,784	\$62,772	\$65,916	\$69,216	Annual
				\$24.83	\$26.07	\$27.38	\$28.74	\$30.18	\$31.69	\$33.28	Hourly
0508	Recreation Specialist	CMC	890	\$3,304	\$3,469	\$3,642	\$3,824	\$4,015	\$4,216	\$4,427	Monthly
				\$39,648	\$41,628	\$43,704	\$45,888	\$48,180	\$50,592	\$53,124	Annual
				\$19.06	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	Hourly
0302	Recreation Supervisor	CMC	666	\$6,513	\$6,839	\$7,181	\$7,540	\$7,917	\$8,313	\$8,729	Monthly
				\$78,156	\$82,068	\$86,172	\$90,480	\$95,004	\$99,756	\$104,748	Annual
				\$37.58	\$39.46	\$41.43	\$43.50	\$45.68	\$47.96	\$50.36	Hourly
0058	Revenue Supervisor	CMC	880	\$7,601	\$7,981	\$8,380	\$8,799	\$9,239	\$9,701	\$10,186	Monthly
				\$91,212	\$95,772	\$100,560	\$105,588	\$110,868	\$116,412	\$122,232	Annual
				\$43.85	\$46.04	\$48.35	\$50.76	\$53.30	\$55.97	\$58.77	Hourly

**Attachment 8a**

0067	Senior Accountant	CMC	663	\$7,161	\$7,519	\$7,895	\$8,290	\$8,705	\$9,140	\$9,597	Monthly
				\$85,932	\$90,228	\$94,740	\$99,480	\$104,460	\$109,680	\$115,164	Annual
				\$41.31	\$43.38	\$45.55	\$47.83	\$50.22	\$52.73	\$55.37	Hourly
0119	Senior Code Enforcement Officer	CMC	896	\$5,649	\$5,931	\$6,228	\$6,539	\$6,866	\$7,209	\$7,569	Monthly
				\$67,788	\$71,172	\$74,736	\$78,468	\$82,392	\$86,508	\$90,828	Annual
				\$32.59	\$34.22	\$35.93	\$37.73	\$39.61	\$41.59	\$43.67	Hourly
0139	Senior Combination Inspector	CMC	874	\$7,301	\$7,666	\$8,049	\$8,451	\$8,874	\$9,318	\$9,784	Monthly
				\$87,612	\$91,992	\$96,588	\$101,412	\$106,488	\$111,816	\$117,408	Annual
				\$42.12	\$44.23	\$46.44	\$48.76	\$51.20	\$53.76	\$56.45	Hourly
0238	Senior Communications Officer	CMC	630	\$5,998	\$6,298	\$6,613	\$6,944	\$7,291	\$7,656	\$8,039	Monthly
				\$71,976	\$75,576	\$79,356	\$83,328	\$87,492	\$91,872	\$96,468	Annual
				\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	\$44.17	\$46.38	Hourly
0233	Senior Communications Supervisor	CMC	667	\$8,085	\$8,489	\$8,913	\$9,359	\$9,827	\$10,318	\$10,834	Monthly
				\$97,020	\$101,868	\$106,956	\$112,308	\$117,924	\$123,816	\$130,008	Annual
				\$46.64	\$48.98	\$51.42	\$53.99	\$56.69	\$59.53	\$62.50	Hourly
0136	Senior Electrical Inspector	CMC	873	\$6,323	\$6,639	\$6,971	\$7,320	\$7,686	\$8,070	\$8,473	Monthly
				\$75,876	\$79,668	\$83,652	\$87,840	\$92,232	\$96,840	\$101,676	Annual
				\$36.48	\$38.30	\$40.22	\$42.23	\$44.34	\$46.56	\$48.88	Hourly
0105	Senior Engineer	CMC	884	\$9,279	\$9,743	\$10,230	\$10,741	\$11,278	\$11,842	\$12,434	Monthly
				\$111,348	\$116,916	\$122,760	\$128,892	\$135,336	\$142,104	\$149,208	Annual
				\$53.53	\$56.21	\$59.02	\$61.97	\$65.07	\$68.32	\$71.73	Hourly
0432	Senior Lead Maintenance Worker	CMC	871	\$5,929	\$6,225	\$6,536	\$6,863	\$7,206	\$7,566	\$7,944	Monthly
				\$71,148	\$74,700	\$78,432	\$82,356	\$86,472	\$90,792	\$95,328	Annual
				\$34.21	\$35.91	\$37.71	\$39.59	\$41.57	\$43.65	\$45.83	Hourly
0433	Senior Maintenance Technician	CMC	597	\$4,710	\$4,945	\$5,192	\$5,452	\$5,725	\$6,011	\$6,312	Monthly
				\$56,520	\$59,340	\$62,304	\$65,424	\$68,700	\$72,132	\$75,744	Annual
				\$27.17	\$28.53	\$29.95	\$31.45	\$33.03	\$34.68	\$36.42	Hourly
0404	Senior Maintenance Worker	CMC	587	\$4,481	\$4,705	\$4,940	\$5,187	\$5,446	\$5,718	\$6,004	Monthly
				\$53,772	\$56,460	\$59,280	\$62,244	\$65,352	\$68,616	\$72,048	Annual
				\$25.85	\$27.14	\$28.50	\$29.93	\$31.42	\$32.99	\$34.64	Hourly

**Attachment 8a**

0244	Senior Management Analyst	CMC	895	\$6,602	\$6,932	\$7,279	\$7,643	\$8,025	\$8,426	\$8,847	Monthly
				\$79,224	\$83,184	\$87,348	\$91,716	\$96,300	\$101,112	\$106,164	Annual
				\$38.09	\$39.99	\$41.99	\$44.09	\$46.30	\$48.61	\$51.04	Hourly
0153	Senior Planner	CMC	878	\$8,219	\$8,630	\$9,062	\$9,515	\$9,991	\$10,491	\$11,016	Monthly
				\$98,628	\$103,560	\$108,744	\$114,180	\$119,892	\$125,892	\$132,192	Annual
				\$47.42	\$49.79	\$52.28	\$54.89	\$57.64	\$60.53	\$63.55	Hourly
0011	Senior Police Records Technician	CMC	561	\$4,070	\$4,274	\$4,488	\$4,712	\$4,948	\$5,195	\$5,455	Monthly
				\$48,840	\$51,288	\$53,856	\$56,544	\$59,376	\$62,340	\$65,460	Annual
				\$23.48	\$24.66	\$25.89	\$27.18	\$28.55	\$29.97	\$31.47	Hourly
0048	Senior Programmer Analyst	CMC	710	\$9,023	\$9,474	\$9,948	\$10,445	\$10,967	\$11,515	\$12,091	Monthly
				\$108,276	\$113,688	\$119,376	\$125,340	\$131,604	\$138,180	\$145,092	Annual
				\$52.06	\$54.66	\$57.39	\$60.26	\$63.27	\$66.43	\$69.76	Hourly
0050	Storekeeper	CMC	588	\$4,470	\$4,693	\$4,928	\$5,174	\$5,433	\$5,705	\$5,990	Monthly
				\$53,640	\$56,316	\$59,136	\$62,088	\$65,196	\$68,460	\$71,880	Annual
				\$25.79	\$27.08	\$28.43	\$29.85	\$31.34	\$32.91	\$34.56	Hourly
0089	Tax Auditing Specialist	CMC	865	\$5,775	\$6,064	\$6,367	\$6,685	\$7,019	\$7,370	\$7,739	Monthly
				\$69,300	\$72,768	\$76,404	\$80,220	\$84,228	\$88,440	\$92,868	Annual
				\$33.32	\$34.98	\$36.73	\$38.57	\$40.49	\$42.52	\$44.65	Hourly
0064	Treasury Specialist	CMC	639	\$5,775	\$6,064	\$6,367	\$6,685	\$7,019	\$7,370	\$7,739	Monthly
				\$69,300	\$72,768	\$76,404	\$80,220	\$84,228	\$88,440	\$92,868	Annual
				\$33.32	\$34.98	\$36.73	\$38.57	\$40.49	\$42.52	\$44.65	Hourly
0240	Video Production Coordinator	CMC	657	\$6,750	\$7,088	\$7,442	\$7,814	\$8,205	\$8,615	\$9,046	Monthly
				\$81,000	\$85,056	\$89,304	\$93,768	\$98,460	\$103,380	\$108,552	Annual
				\$38.94	\$40.89	\$42.93	\$45.08	\$47.34	\$49.70	\$52.19	Hourly
0241	Video Production Specialist	CMC	885	\$4,883	\$5,127	\$5,383	\$5,652	\$5,935	\$6,232	\$6,544	Monthly
				\$58,596	\$61,524	\$64,596	\$67,824	\$71,220	\$74,784	\$78,528	Annual
				\$28.17	\$29.58	\$31.06	\$32.61	\$34.24	\$35.95	\$37.75	Hourly
0038	Website Coordinator	CMC	849	\$4,420	\$4,641	\$4,873	\$5,117	\$5,373	\$5,642	\$5,924	Monthly
				\$53,040	\$55,692	\$58,476	\$61,404	\$64,476	\$67,704	\$71,088	Annual
				\$25.50	\$26.78	\$28.11	\$29.52	\$31.00	\$32.55	\$34.18	Hourly

0156	Zoning Administrator	CMC	727	\$8,666	\$9,099	\$9,554	\$10,032	\$10,534	\$11,061	\$11,614	Monthly
				\$103,992	\$109,188	\$114,648	\$120,384	\$126,408	\$132,732	\$139,368	Annual
				\$50.00	\$52.49	\$55.12	\$57.88	\$60.77	\$63.81	\$67.00	Hourly

SECTION 4. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 5. All parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7th day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

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Brenda Green, City Clerk

(SEAL)

**RESOLUTION NO. 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA POLICE ASSOCIATION PURSUANT TO THE 2020 SIDE LETTER.**

WHEREAS, on April 19, 2016, the City Council adopted Resolution No. 16-17, revising the pay ranges for job classifications represented by the Costa Mesa Police Association, effective during its term through June 25, 2017; and

WHEREAS, on June 25, 2020, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa Police Association in which the Association agreed to a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic in exchange for a four-year extension of the current memorandum of understanding to June 30, 2022, a guarantee of no layoffs in Fiscal Year 2020-21, a 1% salary increase commencing in the last pay period of June 2022, a 1% employer contribution to Retirement Health Savings Plan commencing in the last pay period of June 2022, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa Police Management Association in which the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 16-17, to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0201	Police Officer	050	\$7,066	\$7,419	\$7,790	\$8,180	\$8,589	\$9,018	\$9,469	Monthly
			\$84,792	\$89,028	\$93,480	\$98,160	\$103,068	\$108,216	\$113,628	Annual
			\$40.77	\$42.80	\$44.94	\$47.19	\$49.55	\$52.03	\$54.63	Hourly
0203	Police Sergeant	056	\$8,613	\$9,044	\$9,496	\$9,971	\$10,470	\$10,993	\$11,543	Monthly
			\$103,356	\$108,528	\$113,952	\$119,652	\$125,640	\$131,916	\$138,516	Annual
			\$49.69	\$52.18	\$54.78	\$57.53	\$60.40	\$63.42	\$66.59	Hourly
0202	Sr Police Officer	052	\$7,419	\$7,790	\$8,179	\$8,588	\$9,017	\$9,468	\$9,941	Monthly
			\$89,028	\$93,480	\$98,148	\$103,056	\$108,204	\$113,616	\$119,292	Annual
			\$42.80	\$44.94	\$47.19	\$49.55	\$52.02	\$54.62	\$57.35	Hourly

**SECTION 2.** The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

**SECTION 3.** All parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7th day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

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Brenda Green, City Clerk

(SEAL)



**RESOLUTION NO. 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA FIRE MANAGEMENT ASSOCIATION PURSUANT TO THE 2020 SIDE LETTER.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on August 1, 2017, the City Council adopted Resolution No. 17-49, revising the pay ranges for job classifications represented by the Costa Mesa Fire Management Association, effective during its term through June 20, 2021; and

WHEREAS, on June 25, 2020, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa Fire Management Association in which the Association agreed to a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic in exchange for a two-year extension of the current memorandum of understanding to June 30, 2022, a guarantee of no layoffs in Fiscal Year 2020-21, a parity clause for salary and benefit increases made to other groups, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa Fire Management Association in which the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 17-49, to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0214	Battalion Chief	728	\$10,501	\$11,026	\$11,577	\$12,156	\$12,764	\$13,402	\$14,072	Monthly
			\$126,012	\$132,312	\$138,924	\$145,872	\$153,168	\$160,824	\$168,864	Annual
			\$43.27	\$45.44	\$47.71	\$50.09	\$52.60	\$55.23	\$57.99	Hourly (56 hr)
			\$60.58	\$63.61	\$66.79	\$70.13	\$73.64	\$77.32	\$81.18	Hourly (40 hr)
0219	Fire Division Chief	154	\$9,217	\$9,678	\$10,162	\$10,670	\$11,203	\$11,763	\$12,351	Monthly
			\$110,604	\$116,136	\$121,944	\$128,040	\$134,436	\$141,156	\$148,212	Annual
			\$53.18	\$55.83	\$58.63	\$61.56	\$64.63	\$67.86	\$71.26	Hourly (40 hr)

SECTION 2. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa Fire Management Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 3. All parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7th day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

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Brenda Green, City Clerk

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA DIVISION MANAGERS ASSOCIATION PURSUANT TO THE 2020 SIDE LETTER.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on April 18, 2017, the City Council adopted Resolution No. 17-26, revising the pay ranges for job classifications represented by the Costa Mesa Division Managers Association, effective April 16, 2017; and

WHEREAS, on June 25, 2020, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa Division Managers Association in which the Association agreed to a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic in exchange for a guarantee of no layoffs in Fiscal Year 2020-21, no vacation cash out FY 2020-21, a parity clause for salary and benefit increase made to other groups, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved a side letter of Agreement between the City of Costa Mesa and the Costa Mesa Division Managers Association in which the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, on December 2, 2021 and March 15, 2022, the City Council approved classification and pay range changes for various positions represented by the Costa Mesa Division Managers Association to address recruitment and retention challenges; and

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 17-47, 19-30, 19-36, 2022-16 to revise the pay ranges for the classifications specified herein; and

WHEREAS, the City Council further desires to add the new classification of Real Property Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

**SECTION 1.** The Costa Mesa City Council hereby establishes the new job classification of Real Property Manager and the following pay ranges for the Real Property Manager classification are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022.

**SECTION 2.** The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective June 19, 2022. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0143	Assistant Building Official	854	\$8,448	\$8,870	\$9,313	\$9,779	\$10,268	\$10,781	\$11,320	Monthly
			\$101,376	\$106,440	\$111,756	\$117,348	\$123,216	\$129,372	\$135,840	Annual
			\$48.74	\$51.17	\$53.73	\$56.42	\$59.24	\$62.20	\$65.31	Hourly
0157	Assistant Development Services Director	761	\$11,247	\$11,809	\$12,399	\$13,019	\$13,670	\$14,354	\$15,072	Monthly
			\$134,964	\$141,708	\$148,788	\$156,228	\$164,040	\$172,248	\$180,864	Annual
			\$64.89	\$68.13	\$71.53	\$75.11	\$78.87	\$82.81	\$86.95	Hourly
0142	Building Official	754	\$10,971	\$11,520	\$12,096	\$12,701	\$13,336	\$14,003	\$14,703	Monthly
			\$131,652	\$138,240	\$145,152	\$152,412	\$160,032	\$168,036	\$176,436	Annual
			\$63.29	\$66.46	\$69.78	\$73.28	\$76.94	\$80.79	\$84.83	Hourly
0112	City Engineer	751	\$11,737	\$12,324	\$12,940	\$13,587	\$14,266	\$14,979	\$15,728	Monthly
			\$140,844	\$147,888	\$155,280	\$163,044	\$171,192	\$179,748	\$188,736	Annual
			\$67.71	\$71.10	\$74.65	\$78.39	\$82.30	\$86.42	\$90.74	Hourly
0161	Community Improvement Manager	895	\$7,907	\$8,302	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	Monthly
			\$94,884	\$99,624	\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	Annual
			\$45.62	\$47.90	\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	Hourly
0239	Emergency Services Manager	855	\$8,804	\$9,244	\$9,706	\$10,191	\$10,701	\$11,236	\$11,798	Monthly
			\$105,648	\$110,928	\$116,472	\$122,292	\$128,412	\$134,832	\$141,576	Annual
			\$50.79	\$53.33	\$56.00	\$58.79	\$61.74	\$64.82	\$68.07	Hourly

0111	Energy and Sustainability Services Manager	897	\$8,804	\$9,244	\$9,706	\$10,191	\$10,701	\$11,236	\$11,798	Monthly
			\$105,648	\$110,928	\$116,472	\$122,292	\$128,412	\$134,832	\$141,576	Annual
			\$50.79	\$53.33	\$56.00	\$58.79	\$61.74	\$64.82	\$68.07	Hourly
0216	Fire Marshal	895	\$10,971	\$11,520	\$12,096	\$12,701	\$13,336	\$14,003	\$14,703	Monthly
			\$131,652	\$138,240	\$145,152	\$152,412	\$160,032	\$168,036	\$176,436	Annual
			\$63.29	\$66.46	\$69.78	\$73.28	\$76.94	\$80.79	\$84.83	Hourly
0451	Maintenance Services Manager	733	\$8,624	\$9,055	\$9,508	\$9,983	\$10,482	\$11,006	\$11,556	Monthly
			\$103,488	\$108,660	\$114,096	\$119,796	\$125,784	\$132,072	\$138,672	Annual
			\$49.75	\$52.24	\$54.85	\$57.59	\$60.47	\$63.50	\$66.67	Hourly
0160	Neighborhood Improvement Manager	719	\$7,907	\$8,302	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	Monthly
			\$94,884	\$99,624	\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	Annual
			\$45.62	\$47.90	\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	Hourly
0097	Police Administrative Services Commander	756	\$9,997	\$10,497	\$11,022	\$11,573	\$12,152	\$12,760	\$13,398	Monthly
			\$119,964	\$125,964	\$132,264	\$138,876	\$145,824	\$153,120	\$160,776	Annual
			\$57.68	\$60.56	\$63.59	\$66.77	\$70.11	\$73.62	\$77.30	Hourly
0464	Police Records, Property & Evidence Manager	899	\$8,804	\$9,244	\$9,706	\$10,191	\$10,701	\$11,236	\$11,798	Monthly
			\$105,648	\$110,928	\$116,472	\$122,292	\$128,412	\$134,832	\$141,576	Annual
			\$50.79	\$53.33	\$56.00	\$58.79	\$61.74	\$64.82	\$68.07	Hourly
0077	Public Affairs Manager	140	\$8,804	\$9,244	\$9,706	\$10,191	\$10,701	\$11,236	\$11,798	Monthly
			\$105,648	\$110,928	\$116,472	\$122,292	\$128,412	\$134,832	\$141,576	Annual
			\$50.79	\$53.33	\$56.00	\$58.79	\$61.74	\$64.82	\$68.07	Hourly
0162	Real Property Manager	730	\$7,907	\$8,302	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	Monthly
			\$94,884	\$99,624	\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	Annual
			\$45.62	\$47.90	\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	Hourly
0305	Recreation Manager	893	\$8,595	\$9,025	\$9,476	\$9,950	\$10,447	\$10,969	\$11,517	Monthly
			\$103,140	\$108,300	\$113,712	\$119,400	\$125,364	\$131,628	\$138,204	Annual
			\$49.59	\$52.07	\$54.67	\$57.40	\$60.27	\$63.28	\$66.44	Hourly
0303	Senior Recreation Program Administrator	725	\$6,268	\$6,581	\$6,910	\$7,256	\$7,619	\$8,000	\$8,400	Monthly
			\$75,216	\$78,972	\$82,920	\$87,072	\$91,428	\$96,000	\$100,800	Annual
			\$36.16	\$37.97	\$39.87	\$41.86	\$43.96	\$46.15	\$48.46	Hourly
0236	Telecommunications Manager	894	\$9,684	\$10,168	\$10,676	\$11,210	\$11,771	\$12,360	\$12,978	Monthly
			\$116,208	\$122,016	\$128,112	\$134,520	\$141,252	\$148,320	\$155,736	Annual
			\$55.87	\$58.66	\$61.59	\$64.67	\$67.91	\$71.31	\$74.87	Hourly
0113	Transportation Services Manager	745	\$11,591	\$12,171	\$12,780	\$13,419	\$14,090	\$14,795	\$15,535	Monthly
			\$139,092	\$146,052	\$153,360	\$161,028	\$169,080	\$177,540	\$186,420	Annual
			\$66.87	\$70.22	\$73.73	\$77.42	\$81.29	\$85.36	\$89.63	Hourly

SECTION 3. If any bargaining unit in the City receives (through the labor negotiations process) a net base salary or certification/specialty/incentive pay increase that goes into effect on any date between July 1, 2023 and June 30, 2024, employees in the Association will receive the same net base salary or certification/specialty/incentive pay increase on the same effective date as that association. If more than one other association receives a base salary or certification/specialty/incentive increase (through the labor negotiations process) on any date between July 1, 2023 and June 30, 2024, employee in the Association will receive the higher increase provided on the same effective date.

SECTION 4. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

1. CalPERS - Miscellaneous Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code § 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

B. New Members: Under PEPRA (see section 2.2 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

## 2. THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are “new members” on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20).

Members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than “compensation earnable” (Section 20636).

SECTION 5. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 6. The City shall contribute an amount toward the flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Choice medical plan under the California Public Employees' Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan



- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

SECTION 7. Effective October 15, 2017, employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee's maximum accrual and regardless of the employee's Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and

the City Manager there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 8. Effective December 24, 2017, the City shall grant Executive Leave to management personnel not to exceed forty (40) hours per year. The City Manager may grant an additional sixty (60) hours of Executive Leave.

SECTION 9. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Division Managers up to \$1,000 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Department Director and Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has

been incurred during the fiscal year for the executive employee only. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance to the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 10. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. The City will provide a 0.5% per pay period employer contribution for any executive whose management group elects to participate in the 401(a) plan. The employer contribution will be reflected in that executive's annual total compensation calculation. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

SECTION 11. All parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7th day of June, 2022.**

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John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR CLASSIFICATIONS IN THE CONFIDENTIAL MANAGEMENT UNIT**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on April 18, 2022, the City Council adopted Resolution No. 17-27, revising the pay ranges for job classifications in the Confidential Management Unit, effective April 16, 2017; and

WHEREAS, on June 25, 2020, the City Council approved a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic, a guarantee of no layoffs in Fiscal Year 2020-21, no vacation cash out FY 2020-21, a parity clause for salary and benefit increases made to other groups, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, on March 15, 2022, the City Council approved classification and pay range changes for various positions in the Confidential Management Unit to address recruitment and retention challenges; and

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 17-27, 19-31, 19-72, 2020-38, 2021-13, 2022-17 to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (Section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters

relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Employees Unit.

**SECTION 2.** The following positions of the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective June 19, 2022. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$11,706	\$12,291	\$12,906	\$13,551	\$14,229	\$14,940	\$15,687	Monthly
			\$140,472	\$147,492	\$154,872	\$162,612	\$170,748	\$179,280	\$188,244	Annual
			\$67.53	\$70.91	\$74.46	\$78.18	\$82.09	\$86.19	\$90.50	Hourly
0092	Assistant to the City Manager	896	\$8,804	\$9,244	\$9,706	\$10,191	\$10,701	\$11,236	\$11,798	Monthly
			\$105,648	\$110,928	\$116,472	\$122,292	\$128,412	\$134,832	\$141,576	Annual
			\$50.79	\$53.33	\$56.00	\$58.79	\$61.74	\$64.82	\$68.07	Hourly
0059	Budget and Purchasing Manager	740	\$9,576	\$10,055	\$10,558	\$11,086	\$11,640	\$12,222	\$12,833	Monthly
			\$114,912	\$120,660	\$126,696	\$133,032	\$139,680	\$146,664	\$153,996	Annual
			\$55.25	\$58.01	\$60.91	\$63.96	\$67.15	\$70.51	\$74.04	Hourly
0023	City Clerk	892	\$10,256	\$10,769	\$11,307	\$11,872	\$12,466	\$13,089	\$13,743	Monthly
			\$123,072	\$129,228	\$135,684	\$142,464	\$149,592	\$157,068	\$164,916	Annual
			\$59.17	\$62.13	\$65.23	\$68.49	\$71.92	\$75.51	\$79.29	Hourly
0090	Human Resources Manager	748	\$10,589	\$11,118	\$11,674	\$12,258	\$12,871	\$13,515	\$14,191	Monthly
			\$127,068	\$133,416	\$140,088	\$147,096	\$154,452	\$162,180	\$170,292	Annual
			\$61.09	\$64.14	\$67.35	\$70.72	\$74.26	\$77.97	\$81.87	Hourly
0047	Information Technology Manager	741	\$11,131	\$11,688	\$12,272	\$12,886	\$13,530	\$14,206	\$14,916	Monthly
			\$133,572	\$140,256	\$147,264	\$154,632	\$162,360	\$170,472	\$178,992	Annual

\$64.22	\$67.43	\$70.80	\$74.34	\$78.06	\$81.96	\$86.05	Hourly
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SECTION 3. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

3.1 CalPERS - Miscellaneous Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code § 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

B. New Members: Under PEPRA (see section 3.2 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

3.2 THE CALIFORNIA PUBLIC EMPLOYEES’ PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are “new members” on and after January 1, 2013, shall be enrolled in the PEPRAs provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20).

Members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than “compensation earnable” (Section 20636).

SECTION 4. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 5. The City shall contribute an amount toward the flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Choice medical plan under the California Public Employees’ Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.



SECTION 6. Effective October 15, 2017, employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee’s maximum accrual and regardless of the employee’s Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the “Cash-Out” and/or “Vacation Leave” options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and the City Manager there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 7. Effective December 24, 2017, the City shall grant Executive Leave to management personnel not to exceed forty (40) hours per year. The City Manager may grant up to an additional forty (60) hours of Executive Leave.

SECTION 8. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Division Managers up to \$1,000 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Department Director and Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance to the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not

prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 9. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. The City will provide a 0.5% per pay period employer contribution for any executive whose management group elects to participate in the 401(a) plan. The employer contribution will be reflected in that executive's annual total compensation calculation. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

SECTION 10. Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa Division Managers Association shall also apply to "Confidential" unrepresented management employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 11. If any bargaining unit in the City receives (through the labor negotiations process) a net base salary or certification/specialty/incentive pay increase that goes into effect on any date between July 1, 2023 and June 30, 2024, employees in the Association will receive the same net base salary or certification/specialty/incentive pay increase on the same effective date as that association. If more than one other association receives a base salary or certification /specialty/incentive increase (through the labor negotiations process) on any date between July 1, 2023 and June 30, 2024, employees in the Association will receive the higher increase provided on the same effective date.

SECTION 12. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7<sup>th</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

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Brenda Green, City Clerk

**RESOLUTION NO. 22-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE EXECUTIVE COMPENSATION PLAN AND EXECUTIVE SALARY SCHEDULE.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on April 18, 2017, the City Council adopted Resolution No. 17-25, revising the pay ranges for job classifications in the Executive Salary Schedule effective April 16, 2017; and

WHEREAS, on June 25, 2020, the City Council approved a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic, a guarantee of no layoffs in Fiscal Year 2020-21, no vacation cash out FY 2020-21, a parity clause for negotiated salary and benefit increases, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, on December 7, 2021 and March 15, 2022 , the City Council approved classification and pay range changes for various positions in the Executive Salary Schedule to address recruitment and retention challenges; and

WHEREAS, the City Council further desires to rename the existing "Public Services Director" job classification as the "Public Works Director" classification and to revise the pay ranges for said classifications.

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 2017-25, 2020-37, 2021-12, 2021-33, 2021-51, 2021-53, 2022-18 to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The Costa Mesa City Council previously established the Executive Compensation Plan to: 1) promote maximum commitment by City executives to objectives and standards of the City Council and City Manager; 2) establish a system in which compensation serves as an effective device for promoting better job performance; 3) foster the identification of an executive employee group and recognize the distinct character of executive jobs; and, 4) improve the City's ability to attract and retain outstanding executives.

SECTION 2. The existing "Public Services Director" classification is hereby renamed as the "Public Works Director" classification and the following pay ranges for the Public Works Director classification are hereby established and placed under the Basic Salary Administration Plan effective June 19, 2022.

SECTION 3. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period beginning June 19, 2022. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0091	Administrative Services Director	775	\$10,652	\$11,185	\$11,744	\$12,331	\$12,948	\$13,595	\$14,275	Monthly
			\$127,824	\$134,220	\$140,928	\$147,972	\$155,376	\$163,140	\$171,300	Annual
			\$61.45	\$64.53	\$67.75	\$71.14	\$74.70	\$78.43	\$82.36	Hourly
0075	Assistant City Manager	810	\$13,514	\$14,190	\$14,899	\$15,644	\$16,426	\$17,247	\$18,109	Monthly
			\$162,168	\$170,280	\$178,788	\$187,728	\$197,112	\$206,964	\$217,308	Annual
			\$77.97	\$81.87	\$85.96	\$90.25	\$94.77	\$99.50	\$104.48	Hourly
0080	Economic and Development Development Services Director	850	\$13,498	\$14,173	\$14,882	\$15,626	\$16,407	\$17,227	\$18,088	Monthly
			\$161,976	\$170,076	\$178,584	\$187,512	\$196,884	\$206,724	\$217,056	Annual
			\$77.87	\$81.77	\$85.86	\$90.15	\$94.66	\$99.39	\$104.35	Hourly

0069	Finance Director	772	\$13,519	\$14,195	\$14,905	\$15,650	\$16,433	\$17,255	\$18,118	Monthly
			\$162,228	\$170,340	\$178,860	\$187,800	\$197,196	\$207,060	\$217,416	Annual
			\$77.99	\$81.89	\$85.99	\$90.29	\$94.81	\$99.55	\$104.53	Hourly
0223	Fire Chief	793	\$15,224	\$15,985	\$16,784	\$17,623	\$18,504	\$19,429	\$20,400	Monthly
			\$182,688	\$191,820	\$201,408	\$211,476	\$222,048	\$233,148	\$244,800	Annual
			\$87.83	\$92.22	\$96.83	\$101.67	\$106.75	\$112.09	\$117.69	Hourly
0049	Information Technology Director	851	\$12,800	\$13,440	\$14,112	\$14,818	\$15,559	\$16,337	\$17,154	Monthly
			\$153,600	\$161,280	\$169,344	\$177,816	\$186,708	\$196,044	\$205,848	Annual
			\$73.85	\$77.54	\$81.42	\$85.49	\$89.76	\$94.25	\$98.97	Hourly
0306	Parks and Community Services Director	735	\$11,357	\$11,925	\$12,521	\$13,147	\$13,804	\$14,494	\$15,219	Monthly
			\$136,284	\$143,100	\$150,252	\$157,764	\$165,648	\$173,928	\$182,628	Annual
			\$65.52	\$68.80	\$72.24	\$75.85	\$79.64	\$83.62	\$87.80	Hourly
0207	Police Chief	792	\$15,224	\$15,985	\$16,784	\$17,623	\$18,504	\$19,429	\$20,400	Monthly
			\$182,688	\$191,820	\$201,408	\$211,476	\$222,048	\$233,148	\$244,800	Annual
			\$87.83	\$92.22	\$96.83	\$101.67	\$106.75	\$112.09	\$117.69	Hourly
0117	Public Works Director	791	\$13,498	\$14,173	\$14,882	\$15,626	\$16,407	\$17,227	\$18,088	Monthly
			\$161,976	\$170,076	\$178,584	\$187,512	\$196,884	\$206,724	\$217,056	Annual
			\$77.87	\$81.77	\$85.86	\$90.15	\$94.66	\$99.39	\$104.35	Hourly

**SECTION 4.** Except as expressly provided in the City Manager's Employment Agreement, the City Manager shall receive the same benefits as the other Executives.

**SECTION 5.** Effective the payroll period that includes January 1 of each year commencing on January 1, 2022, the City Manager is eligible to move to the next step in the salary range which equates to a three percent (3%) base salary increase, pursuant to the terms of her Employment Agreement

Class Code	Class Title	Pay Grade No.	Eff	Eff	Eff	Eff	Eff	
			12/19/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	
0076	City Manager	850	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138	Monthly
			\$300,000	\$309,000	\$318,270	\$327,818	\$337,656	Annual
			\$144.23	\$148.56	\$153.01	\$157.60	\$162.33	Hourly



**SECTION 6.** The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

**1. CalPERS - Miscellaneous Members**

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code § 21353 (“tier 2”).

**A. Classic Members:**

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

**B. New Members: Under PEPRA (see section 3.4 below):**

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

**2. CalPERS - Safety Police Members**

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in the CalPERS retirement plan provided for by Government Code § 21362.2, and commonly referred to as the 3% at age 50 retirement plan (“tier 1”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (3% @ 50) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

B. New Members: Under PEPRA (see section 3.4 below):

Effective April 16, 2017, the total contribution for PEPRA tier 2 (2.7% @ 57) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

### 3. CalPERS – Safety Fire Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21362.2, and commonly referred to as the 3% at age 50 retirement plan (“tier 1”) or the 2% at 50 formula provided for by Government Code § 21362 (“tier 2”).

A. Classic Members:

Effective June 21, 2020, the total contribution for tier 1 (3% @ 50) unit members will be 15% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 50) unit members will be 15% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

B. New Members: Under PEPRA (see section 3.4 below):

Upon adoption of this resolution by the City Council, the total contribution for PEPRA tier 3 (2.7% @ 57) will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

### 4. THE CALIFORNIA PUBLIC EMPLOYEES’ PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are “new members” on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20), or 2.7% @ 57 for safety employees (Govt. Code § 7522.25(d)).

Members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than “compensation earnable” (Section 20636).

SECTION 7. The following classifications shall be provided with a City vehicle or monthly automobile allowance:

Assigned City Vehicle: Fire Chief, Police Chief

Assigned City Vehicle or up to \$650 Monthly Automobile Allowance, except as expressly provided in the City Manager’s Employment Agreement: City Manager

\$575 Monthly Automobile Allowance: Administrative Services Director, Assistant City Manager, Economic and Development Services Director, Finance Director, Information Technology Director, Parks and Community Services Director, Public Works Director

In all situations, the City Manager has the sole discretion to grant, modify or deny use of a City vehicle or grant an allowance for employees covered by this resolution.

SECTION 8. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 9. With exception of the City Manager, a pay-for-performance evaluation and compensation system will be utilized for all employees in executive job classifications. All compensation increases for executives will be based upon continued meritorious service to the City. Though the City Manager may receive labor marketplace salary adjustments, annual performance evaluations for this position will be conducted in the fall of each year by the City Council.

SECTION 10. The Fire Chief and Police Chief are eligible to participate in the Management Certification/Education Program based upon the following achievements and criteria:

<u>Certification/ Degree</u>	<u>Eligible Classification</u>	<u>Award</u>
P.O.S.T. Executive Certificate	Police Chief	5.0%
National Fire Academy - Executive Fire Officer	Fire Chief	2.50%
Master's Degree	Fire Chief	2.50%

Awards are based on a percentage of base salary. The maximum cumulative award payable to any employee shall not exceed 5.0% of base salary. These awards shall be reported to PERS as “compensation earnable” and will be included as an element of total compensation in the annual calculation.

An award may be granted, rejected or removed at any time. The City Manager may review and update this program on a periodic basis to ensure its vitality and relevance.

**SECTION 11.** The City shall contribute an amount toward the executive flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Choice medical plan under the California Public Employees’ Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Department Director within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

**SECTION 12.** Effective October 15, 2017, employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee's maximum accrual and regardless of the employee's Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 13. Effective December 24, 2017, the City shall grant Executive Leave to management personnel not to exceed forty (40) hours per year. The City Manager may grant up to an additional sixty (60) hours of Executive Leave.

SECTION 14. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Department Directors up to \$2,000 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance to the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 15. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. Effective August 29, 2021, employees covered by the Executive Compensation Plan and executive salary schedule shall receive a \$15,000 annual contribution to the City's 401(a) plan. Except as provided in the City Manager's Employment Agreement, executives must make any and all 457 deferred compensation contributions. The City shall contribute to City Manager's 457 account the maximum annual contribution permitted, including applicable catch-up provisions. The City will also calculate a contribution to a defined contribution plan for the Fire Chief in an amount to be determined by an actuarial valuation performed by a professional actuary.

SECTION 16. If any bargaining unit in the City receives (through the labor negotiations process) a net base salary or certification/specialty/incentive pay increase that goes into effect on any date between July 1, 2023 and June 30, 2024, employees covered by the Executive Compensation Plan and Executive Salary Schedule will receive the same net base salary or certification/specialty/incentive pay increase on the same effective date as that association. If more than one other association receives a base salary or certification /specialty/incentive increase (through the labor negotiations process) on any date between July 1, 2023 and June 30, 2024, employees covered by the Executive Compensation Plan and Executive Salary Schedule will receive the higher increase provided on the same effective date.

SECTION 17. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7<sup>th</sup> day of June, 2022.**

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John Stephens, Mayor



ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk

**RESOLUTION NO. 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR CLASSIFICATIONS IN THE CONFIDENTIAL UNIT**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on March 7, 2017, the City Council adopted Resolution No. 17-18, revising the pay ranges for job classifications in the Confidential Unit, effective July 7, 2019; and

WHEREAS, on June 25, 2020, the City Council approved a furlough equivalent to a five percent reduction in pay to address economic concerns during the COVID-19 Pandemic in exchange for a guarantee of no layoffs in Fiscal Year 2020-21, elimination of Tier 2 vacation accrual plan, no vacation cash out FY 2020-21, a parity clause for negotiated salary and benefit increases, elimination of Tier 2 salary ranges, an increase in flex benefit contributions by \$100 per month commencing in June 2022, other benefit changes, and a one-time payment equivalent to furlough hours or reduction taken should the City receive stimulus funds in excess of \$40.5 million; and

WHEREAS, on May 4, 2021, the City Council approved to cease the furlough and provide staff with a one-time reimbursement for the pay reductions due to the furlough; and

WHEREAS, on March 15, 2022, the City Council approved classification and pay range changes for various positions in the Confidential Unit to address recruitment and retention challenges; and

WHEREAS, the City Council desires to repeal and replace Resolution Nos. 17-18, 19-71, 2020-39, 2020-53, 2021-05, 2021-14, 2022-15 to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (Section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters

relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Employees Unit.

**SECTION 2.** The following positions of the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective June 19, 2022. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (Confidential) <i>*Effective March 27, 2022</i>	CON	620	\$6,479 \$77,748 \$37.38	\$6,803 \$81,636 \$39.25	\$7,143 \$85,716 \$41.21	\$7,500 \$90,000 \$43.27	\$7,875 \$94,500 \$45.43	\$8,269 \$99,228 \$47.71	\$8,682 \$104,184 \$50.09	Monthly Annual Hourly
0171	Accountant (Confidential) <i>*Effective June 19, 2022</i>	CON	620	\$6,609 \$79,308 \$38.13	\$6,939 \$83,268 \$40.03	\$7,286 \$87,432 \$42.03	\$7,650 \$91,800 \$44.13	\$8,032 \$96,384 \$46.34	\$8,434 \$101,208 \$48.66	\$8,856 \$106,272 \$51.09	Monthly Annual Hourly
0026	Administrative Assistant (Confidential)	CON	593	\$4,905 \$58,860 \$28.30	\$5,150 \$61,800 \$29.71	\$5,408 \$64,896 \$31.20	\$5,678 \$68,136 \$32.76	\$5,962 \$71,544 \$34.40	\$6,260 \$75,120 \$36.12	\$6,573 \$78,876 \$37.92	Monthly Annual Hourly
0018	Benefits Coordinator	CON	592	\$4,796 \$57,552 \$27.67	\$5,036 \$60,432 \$29.05	\$5,288 \$63,456 \$30.51	\$5,552 \$66,624 \$32.03	\$5,830 \$69,960 \$33.63	\$6,121 \$73,452 \$35.31	\$6,427 \$77,124 \$37.08	Monthly Annual Hourly
0063	Budget Analyst	CON	679	\$7,052 \$84,624 \$40.68	\$7,405 \$88,860 \$42.72	\$7,775 \$93,300 \$44.86	\$8,164 \$97,968 \$47.10	\$8,572 \$102,864 \$49.45	\$9,001 \$108,012 \$51.93	\$9,451 \$113,412 \$54.53	Monthly Annual Hourly
0809	Budget Specialist	CON	891	\$5,863 \$70,356 \$33.83	\$6,156 \$73,872 \$35.52	\$6,464 \$77,568 \$37.29	\$6,787 \$81,444 \$39.16	\$7,126 \$85,512 \$41.11	\$7,482 \$89,784 \$43.17	\$7,856 \$94,272 \$45.32	Monthly Annual Hourly

0040	Computer Operations/ Networking Supervisor	CON	689	\$8,273	\$8,687	\$9,121	\$9,577	\$10,056	\$10,559	\$11,087	Monthly
				\$99,276	\$104,244	\$109,452	\$114,924	\$120,672	\$126,708	\$133,044	Annual
				\$47.73	\$50.12	\$52.62	\$55.25	\$58.02	\$60.92	\$63.96	Hourly
0021	Deputy City Clerk	CON	656	\$5,605	\$5,885	\$6,179	\$6,488	\$6,812	\$7,153	\$7,511	Monthly
				\$67,260	\$70,620	\$74,148	\$77,856	\$81,744	\$85,836	\$90,132	Annual
				\$32.34	\$33.95	\$35.65	\$37.43	\$39.30	\$41.27	\$43.33	Hourly
0016	Executive Assistant to the City Manager	CON	648	\$6,582	\$6,911	\$7,257	\$7,620	\$8,001	\$8,401	\$8,821	Monthly
				\$78,984	\$82,932	\$87,084	\$91,440	\$96,012	\$100,812	\$105,852	Annual
				\$37.97	\$39.87	\$41.87	\$43.96	\$46.16	\$48.47	\$50.89	Hourly
0019	Executive Assistant (Confidential)	CON	609	\$5,397	\$5,667	\$5,950	\$6,247	\$6,559	\$6,887	\$7,231	Monthly
				\$64,764	\$68,004	\$71,400	\$74,964	\$78,708	\$82,644	\$86,772	Annual
				\$31.14	\$32.69	\$34.33	\$36.04	\$37.84	\$39.73	\$41.72	Hourly
0007	Human Resources Offices Specialist II	CON	560	\$3,941	\$4,138	\$4,345	\$4,562	\$4,790	\$5,029	\$5,280	Monthly
				\$47,292	\$49,656	\$52,140	\$54,744	\$57,480	\$60,348	\$63,360	Annual
				\$22.74	\$23.87	\$25.07	\$26.32	\$27.63	\$29.01	\$30.46	Hourly
0087	Human Resources Administrator	CON	697	\$8,095	\$8,500	\$8,925	\$9,371	\$9,840	\$10,332	\$10,849	Monthly
				\$97,140	\$102,000	\$107,100	\$112,452	\$118,080	\$123,984	\$130,188	Annual
				\$46.70	\$49.04	\$51.49	\$54.06	\$56.77	\$59.61	\$62.59	Hourly
0079	Human Resources Analyst	CON	659	\$6,695	\$7,030	\$7,382	\$7,751	\$8,139	\$8,546	\$8,973	Monthly
				\$80,340	\$84,360	\$88,584	\$93,012	\$97,668	\$102,552	\$107,676	Annual
				\$38.63	\$40.56	\$42.59	\$44.72	\$46.96	\$49.30	\$51.77	Hourly
0017	Human Resources Assistant	CON	590	\$4,905	\$5,150	\$5,408	\$5,678	\$5,962	\$6,260	\$6,573	Monthly
				\$58,860	\$61,800	\$64,896	\$68,136	\$71,544	\$75,120	\$78,876	Annual
				\$28.30	\$29.71	\$31.20	\$32.76	\$34.40	\$36.12	\$37.92	Hourly
0072	Human Resources Technician	CON	627	\$5,710	\$5,995	\$6,295	\$6,610	\$6,941	\$7,288	\$7,652	Monthly
				\$68,520	\$71,940	\$75,540	\$79,320	\$83,292	\$87,456	\$91,824	Annual
				\$32.94	\$34.59	\$36.32	\$38.13	\$40.04	\$42.05	\$44.15	Hourly
0245	Management Aide (Confidential)	CON	892	\$5,550	\$5,828	\$6,119	\$6,425	\$6,746	\$7,083	\$7,437	Monthly
				\$66,600	\$69,936	\$73,428	\$77,100	\$80,952	\$84,996	\$89,244	Annual
				\$32.02	\$33.62	\$35.30	\$37.07	\$38.92	\$40.86	\$42.91	Hourly
0084	Management Analyst (Confidential)	CON	872	\$6,383	\$6,702	\$7,037	\$7,389	\$7,758	\$8,146	\$8,553	Monthly
				\$76,596	\$80,424	\$84,444	\$88,668	\$93,096	\$97,752	\$102,636	Annual
				\$36.83	\$38.67	\$40.60	\$42.63	\$44.76	\$47.00	\$49.34	Hourly

0008	Office Specialist II (Confidential)	CON	561	\$3,941	\$4,138	\$4,345	\$4,562	\$4,790	\$5,029	\$5,280	Monthly
				\$47,292	\$49,656	\$52,140	\$54,744	\$57,480	\$60,348	\$63,360	Annual
				\$22.74	\$23.87	\$25.07	\$26.32	\$27.63	\$29.01	\$30.46	Hourly
0055	Payroll Coordinator	CON	621	\$5,860	\$6,153	\$6,461	\$6,784	\$7,123	\$7,479	\$7,853	Monthly
				\$70,320	\$73,836	\$77,532	\$81,408	\$85,476	\$89,748	\$94,236	Annual
				\$33.81	\$35.50	\$37.28	\$39.14	\$41.09	\$43.15	\$45.31	Hourly
0056	Payroll Supervisor	CON	896	\$7,715	\$8,101	\$8,506	\$8,931	\$9,378	\$9,847	\$10,339	Monthly
				\$92,580	\$97,212	\$102,072	\$107,172	\$112,536	\$118,164	\$124,068	Annual
				\$44.51	\$46.74	\$49.07	\$51.53	\$54.10	\$56.81	\$59.65	Hourly
0078	Principal Human Resources Analyst	CON	669	\$7,040	\$7,392	\$7,762	\$8,150	\$8,558	\$8,986	\$9,435	Monthly
				\$84,480	\$88,704	\$93,144	\$97,800	\$102,696	\$107,832	\$113,220	Annual
				\$40.62	\$42.65	\$44.78	\$47.02	\$49.37	\$51.84	\$54.43	Hourly
0170	Senior Accountant (Confidential) *Effective March 27, 2022	CON	620	\$7,127	\$7,483	\$7,857	\$8,250	\$8,662	\$9,095	\$9,550	Monthly
				\$85,524	\$89,796	\$94,284	\$99,000	\$103,944	\$109,140	\$114,600	Annual
				\$41.12	\$43.17	\$45.33	\$47.60	\$49.97	\$52.47	\$55.10	Hourly
0170	Senior Accountant (Confidential) *Effective June 19, 2022	CON	620	\$7,268	\$7,631	\$8,013	\$8,414	\$8,835	\$9,277	\$9,741	Monthly
				\$87,216	\$91,572	\$96,156	\$100,968	\$106,020	\$111,324	\$116,892	Annual
				\$41.93	\$44.03	\$46.23	\$48.54	\$50.97	\$53.52	\$56.20	Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$7,758	\$8,146	\$8,553	\$8,981	\$9,430	\$9,901	\$10,396	Monthly
				\$93,096	\$97,752	\$102,636	\$107,772	\$113,160	\$118,812	\$124,752	Annual
				\$44.76	\$47.00	\$49.34	\$51.81	\$54.40	\$57.12	\$59.98	Hourly
0246	Senior Management Analyst (Confidential)	CON	895	\$6,701	\$7,036	\$7,388	\$7,757	\$8,145	\$8,552	\$8,980	Monthly
				\$80,412	\$84,432	\$88,656	\$93,084	\$97,740	\$102,624	\$107,760	Annual
				\$38.66	\$40.59	\$42.62	\$44.75	\$46.99	\$49.34	\$51.81	Hourly
0052	Senior Programmer Analyst (Confidential) *Effective March 27, 2022	CON	710	\$8,977	\$9,426	\$9,897	\$10,392	\$10,912	\$11,458	\$12,031	Monthly
				\$107,724	\$113,112	\$118,764	\$124,704	\$130,944	\$137,496	\$144,372	Annual
				\$51.79	\$54.38	\$57.10	\$59.95	\$62.95	\$66.10	\$69.41	Hourly
0052	Senior Programmer Analyst (Confidential) *Effective June 19, 2022	CON	710	\$9,157	\$9,615	\$10,096	\$10,601	\$11,131	\$11,688	\$12,272	Monthly
				\$109,884	\$115,380	\$121,152	\$127,212	\$133,572	\$140,256	\$147,264	Annual
				\$52.83	\$55.47	\$58.25	\$61.16	\$64.22	\$67.43	\$70.80	Hourly
0046	Systems & Programming Supervisor *Effective March 27, 2022	CON	730	\$9,921	\$10,417	\$10,938	\$11,485	\$12,059	\$12,662	\$13,295	Monthly
				\$119,052	\$125,004	\$131,256	\$137,820	\$144,708	\$151,944	\$159,540	Annual
				\$57.24	\$60.10	\$63.10	\$66.26	\$69.57	\$73.05	\$76.70	Hourly

0046	Systems & Programming	CON	730	\$10,119	\$10,625	\$11,156	\$11,714	\$12,300	\$12,915	\$13,561	Monthly
	Supervisor			\$121,428	\$127,500	\$133,872	\$140,568	\$147,600	\$154,980	\$162,732	Annual
	<i>*Effective June 19, 2022</i>			\$58.38	\$61.30	\$64.36	\$67.58	\$70.96	\$74.51	\$78.24	Hourly

**SECTION 3:** Except as provided herein, all compensation, hours and other terms and conditions of employment presently enjoyed by Confidential employees shall remain in full force and effect unless changed subsequent to meetings between the City and representatives of the “Confidential” employees.

**SECTION 4:** The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

**SECTION 5:** Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa City Employees Association shall also apply to “Confidential” unrepresented employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

**SECTION 6:** Amendments made pertaining to the salary for the fiscal year 2023-24 for employees represented by the Costa Mesa City Employees Association shall also apply to “Confidential” unrepresented employees.

**SECTION 7:** All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

**PASSED AND ADOPTED this 7<sup>th</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING AN AB 481 EQUIPMENT USE POLICY OF THE CITY OF COSTA MESA, CALIFORNIA GOVERNING THE USE OF MILITARY EQUIPMENT**

**THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment”, to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of equipment identified by the state as “military equipment” (hereinafter referred to as “AB 481 equipment”) by California law enforcement agencies;

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how AB 481 equipment is funded, acquired, or used;

**WHEREAS**, the Costa Mesa Police Department is in possession of certain items of equipment that qualify as “military equipment” under AB 481 and further intends to acquire other items that fall under this definition;

**WHEREAS**, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document (hereinafter referred to as the “AB 481 Equipment Use Policy”) covering the, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department’s use of such equipment;

**WHEREAS**, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

**WHEREAS**, the AB 481 equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

**WHEREAS**, the proposed AB 481 Equipment Use Policy (“Policy”) will safeguard the public’s health, welfare, safety, civil rights, and civil liberties;

**WHEREAS**, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

**WHEREAS**, prior AB 481 equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time;

**WHEREAS**, the Police Department has submitted the proposed Policy to the City Council and thereafter has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the AB 481 equipment at issue;

**WHEREAS**, the Policy satisfies the requirements of Government Code Section 7070(d);

**WHEREAS**, the City Council of the City of Costa Mesa, having received the information required under AB 481 regarding the Costa Mesa Police Department's use of AB 481 equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the AB 481 Equipment Use Policy.

**WHEREAS**, all legal prerequisites prior to the adoption of this Ordinance have occurred.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HERBY ORDAINS AS FOLLOWS:**

**Section 1:** Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

**Section 2:** Approval of AB 481 Equipment Use Policy.

**AB 481 Equipment Use Policy.**

- (a) The AB 481 Equipment Use Policy shall govern the use of AB 481 equipment by the Costa Mesa Police Department.
- (b) The Policy shall be made publicly available on the Police Department's website for as long as the AB 481 equipment is available for use or as otherwise ordained by the City Council.
- (c) The Police Department shall submit an annual AB 481 equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of AB 481 equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d).

(d) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).

(e) The definitions set forth in Government Code section 7070 shall apply to this ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

**Section 3:** Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a “project” and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

**Section 4:** Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**Section 5:** Uncodified Ordinance. This Ordinance shall not be codified in the Costa Mesa Municipal Code unless and until the City Council so ordains.

**Section 6:** Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

**Section 7:** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

**Section 8:** Certification. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

**APPROVED AND ADOPTED on this \_\_ day of \_\_\_\_, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA   )  
COUNTY OF ORANGE    )    ss  
CITY OF COSTA MESA    )

I, Brenda Green, CITY CLERK of the City of Costa Mesa California, do hereby certify that the foregoing ordinance was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2022, and adopted by the City Council of the City of Costa Mesa, California, at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_, 2022, by the following vote of the City Council:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this \_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk

Policy  
**706**

Costa Mesa  
Police Department  
Costa Mesa PD Policy Manual

## **Assembly Bill (AB) 481 Equipment Use Policy**

### **706.1 PURPOSE AND SCOPE**

This policy provides guidelines to comply with State law for the approval, acquisition, and reporting requirements of specific equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### **706.1.1 DEFINITIONS**

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Specified equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- “Flashbang” grenades and explosive breaching tools.
- Munitions containing, “tear gas,” and pepper balls, excluding standard, service-issued handheld pepper spray

- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## **706.2 POLICY**

It is the policy of the Costa Mesa Police Department that members of this department comply with the provisions of Government Code § 7071.

## **706.3 AB 481 EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the coordinator of all equipment mandated by State law to be approved under this policy.

The responsibilities of the coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as AB 481 equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all AB 481 equipment at least annually.
- (d) Collaborating with any allied agency that may use AB 481 equipment within the jurisdiction of Costa Mesa Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department’s funding, acquisition, and use of equipment.
- (f) Preparing the annual AB 481 equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond.

## **706.4 AB 481 EQUIPMENT CONSIDERATIONS**

- (a) The AB 481 equipment acquired and authorized by the Department is:

1. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
  2. Reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- (b) AB 481 equipment shall be used by a Department employee only after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed unless exigent circumstances arise.

### **706.5 AB 481 EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

[See attached: AB 481 Equipment Inventory.pdf](#)

### **706.6 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the AB 481 equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed AB 481 equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the AB 481 equipment at issue (Government Code § 7071). The AB 481 equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting AB 481 equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for AB 481 equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring AB 481 equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of AB 481 equipment within the jurisdiction of this department.
- (e) Using any new or existing AB 481 equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of AB 481 equipment.
- (g) Acquiring AB 481 equipment through any means not provided above.

### **706.7 COORDINATION WITH OTHER JURISDICTIONS**

AB 481 equipment "military equipment" used by any member of this department shall be in accordance with this policy and all applicable department policies. AB 481 equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective policies in rendering mutual aid. Situations may arise where Costa Mesa Police Department may deploy or use equipment owned by other law enforcement agencies.

The Costa Mesa Police Department hereby adopts the AB 481 equipment use policy as is approved, and may be amended from time to time, under Government Code section 7070, et seq., for jurisdictions that the Costa Mesa Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Costa Mesa Police Department to deploy or use the equipment identified in AB 481 of another jurisdiction.

### **706.8 ANNUAL REPORT**

Upon approval of an AB 481 equipment use policy, the Chief of Police or the authorized designee should submit an AB 481 equipment report to the governing body for each type of AB 481 equipment acquired within one year of approval, and annually thereafter for as long as the AB 481 equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual AB 481 equipment report publicly available on the department website for as long as the AB 481 equipment is available for use. The report shall include all of the following information:

- (a) A summary of how the equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the equipment.
- (c) The results of any internal audits, any information about violations of the AB 481 equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of equipment in the policy, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the AB 481 equipment in the calendar year following submission of the annual report.
- (e) The quantity possessed for each type of AB 481 equipment.
- (f) If the Department intends to acquire additional equipment mandated by the State for approval in the next year, the quantity sought for each type of equipment.



**706.9 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of AB 481 equipment.

**706.10 COMPLAINT PROCEDURE**

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions regarding this policy will be handled pursuant to the Department's normal complaint process.

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Costa Mesa  
**Police Department**  
Costa Mesa PD Policy Manual

## 706.5 AB 481 EQUIPMENT INVENTORY

### VEHICLES

- (A) **Mobile Command Vehicle (MCV):** A vehicle used during critical incidents as a field- based command post, providing Incident Commanders with access to Department computer systems and dispatch center.
1. **Description, cost, quantity, and capabilities:** 2021 Freightliner MT-55 chassis (custom built) vehicle, approximate cost: \$1.2 Million, quantity: not to exceed 1. The MCV can also be utilized for SWAT/CNT and other critical incidents, significant, preplanned events, searching for missing persons, natural disasters, and community events. The MCV has redundant and supplemental communications capabilities increasing public safety interoperability during complex incidents or those requiring supplemental communications capabilities for coordination.
  2. **Purpose:** Used for critical incidents based on the circumstances of a specific event, large event, or natural disaster to effectively and efficiently serve the community.
  3. **Authorized Use:** Only officers trained in the use and deployment of the MCV shall drive the vehicle under the direction of the Chief of Police, Field Operations Captain, Support Services Captain, SWAT Commander, Watch Commander, or their designee. Situations where the MCV may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
  4. **Lifespan:** The MCV has an estimated lifespan of approximately 20-years; however, upgrades are required annually to maintain communications and IT systems.
  5. **Fiscal Impact:** The MCV was authorized in 2021 and purchased in 2022. Annual maintenance costs are estimated to be approximately: \$6,000. Annual communication licensing, subscriptions, and required upgrades are estimated to be approximately: \$6,000
  6. **Training:** Drivers/Operators shall receive safe handling and maneuvering training on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle with an experienced driver throughout the city.
  7. **Legal and Procedural Rules:** It is the policy of the Department to use the MCV in accordance with State and Federal law and department policy.
- (B) **Armored Rescue Vehicles (ARV):** Commercially-produced, ballistic protected, wheeled vehicles designed for law enforcement purposes.

1. **Description, cost, quantity, and capabilities:**
  - (a) Armored Rescue Vehicle (ARV), cost: \$1, quantity: not to exceed 1. The current ARV is a retrofitted, 1985 GMC C7000, armored bank car that provides its occupants with ballistic protection beyond ballistic shields or personal body armor. It offers greater safety to community members and officers during high-risk incidents. It is capable of seating a driver and 7 passengers.
2. Purpose: Used in response to critical incidents to enhance officers and community safety, improve scene containment and stabilization, and assist in resolving critical incidents. Additionally, ARVs may be deployed as displays for community outreach events.
3. **Authorized Use:** The ARV's use shall be authorized by the Chief of Police, Division Commander, Watch Commander or SWAT Commander based on the specific circumstances of a given critical incident. The ARV shall only be used by personnel trained in their deployment and in a manner consistent with Department policies/procedures. Situations where the ARV may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
4. **Lifespan:** The ARV has an estimated lifespan of approximately 20 years.
5. **Fiscal Impact:**
  - (a) GMC C7000 ARV: The ARV was purchased from Newport Beach PD in 1998 for \$1. Annual maintenance cost: approximately \$1,500
6. **Training:** All drivers/operators shall attend formalized instruction in vehicle operations, practical driving instruction, and deployment procedures.
7. **Legal and Procedural Rules:** It is the policy of the department to use the ARV in accordance with State and Federal law and department policy.

## **SPECIALIZED TACTICAL EQUIPMENT**

- (A) **Tactical Robot:** A remotely controlled, tracked, robot equipped with cameras and two-way audio communication capabilities.
  1. **Description, cost, quantity, and capabilities:** IROBOT FASTPAC PACKBOT TACTICAL ROBOT, cost: on loan from US military, quantity: not to exceed 2. A remotely operated tactical robot providing officers with the ability to observe the interior of a structure without entering. This capability increases the safety of community members, officers, and suspects by providing the operator with the ability to observe and locate subjects without the risk of a face-to-face confrontation. Additionally, the remote, two-way, communication capability allows operators to de-escalate situations by negotiating the surrender of barricaded subjects.
  2. **Purpose:** To be used during tactical incidents to safely search a structure without exposing officers and/or community members to the risk of a face-to-face confrontation.
  3. **Authorized Use:** The tactical robot shall only be deployed by Department

personnel trained in its use, and with the approval of the SWAT Commander, Watch Commander, or their designee. Situations where the robots may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.

4. **Lifespan:** The robot's lifespan is approximately 10 years.
  5. **Fiscal Impact:** The iRobot FASTPAC Packbot was loaned to the Department in 2021. The Department paid approximately \$500 in shipping costs. Annual maintenance cost of approximately: \$200.
  6. **Training:** All operators shall receive initial training before deploying the robot in the field.
  7. **Legal and Procedural Rules:** The Department shall only use the robot pursuant to State and Federal Law and department policy.
- (B) **Unmanned Aerial System (UAS):** An unmanned aircraft and the associated equipment necessary to control it remotely.
1. **Description, cost, quantity, and capabilities:**
    - (a) DJI Mavic Mini 2, approximate cost: \$875 each, quantity: not to exceed 15. Utilizing DJI's OcuSync 2.0 2.4/5.8 GHz wireless transmission technology, the Mini 2 can be operated from up to 6.2 miles distance from the operator while still providing video of what the drone records. The Mini 2 can also be flown as high as 2.5 miles and withstand 19 to 24 mph winds.
    - (b) Autel EVO II 640T, approximate cost: \$9,900 , quantity: not to exceed 4. The EVO II 640T features a high-resolution thermal camera, which enables the ability to capture incredible detail in dark environments, not previously possible on an aerial drone of this size. Thermal vision capabilities can be combined with the 8K/49MP visual camera for visual intelligence. 12 visual sensors provide omnidirectional obstacle avoidance.
    - (c) Autel EVO II Pro, approximate cost: \$4,050 each, quantity: not to exceed 5. The EVO II Pro features a high resolution camera with the ability to capture incredible video and photo details. Twelve visual sensors provide omnidirectional obstacle avoidance.
    - (d) LOKI MK2, approximate cost: \$6,500, quantity: not to exceed 3. LOKI is the world's first purpose-built tactical UAS. Designed and built in conjunction with several of the world's top counter-terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close-quarter, indoor, and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness.
  2. **Purpose:** To be deployed when its capabilities would assist officers or incident commanders with the following situations, which include but are not limited to:
    - (a) Major collision investigations.

- (b) Search for missing persons.
  - (c) Natural disaster management.
  - (d) Crime scene photography.
  - (e) SWAT, tactical, or other public safety and life preservation missions.
  - (f) In response to specific requests from local, State, or Federal fire authorities for fire response and/or prevention.
3. **Authorized Use:** Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions. Situations where UASs may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
  4. **Lifespan:** All UAS equipment has an estimated lifespan of approximately 3-5 years.
  5. **Fiscal Impact:** The Department is in the process of identifying a funding source for the UAS program, including an application for grant funding. The estimated annual cost of the UAS program maintenance is approximately \$10,000.
  6. **Training:** All Department UAS operators will be licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend ongoing monthly training.
  7. **Legal and Procedural Rules:** The Department will only deploy the UAS for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law and department policy.
- (C) **NIGHT VISION (NVGs):** Optical device to increase an officer's ability to see at night or in low-light conditions.
1. **Description, cost, quantity, and capabilities:** MUM-14XR-5 night vision monocular, cost: on loan from US military, quantity: not to exceed 40. The MUM-14XR-5 is a high performance modular, hand-held passive night vision monocular device that utilizes a single Generation III intensifier tube to provide crisp, clear images under the darkest conditions. The monocular "single tube / single eyepiece" approach to night vision missions is based upon the proven concept that independent use of each eye maximizes the ability of the user to operate under a wide range of low light conditions and maintain maximum situational awareness.
  2. **Purpose:** To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
    - (a) Search for missing persons.
    - (b) Natural disaster management.
    - (c) SWAT, tactical, or other public safety and life preservation missions.
  3. **Authorized Use:** NVGs shall only be used by trained members of the Department's SWAT Team during situations that include but are not limited to

the following:

- (a) By officers who have been trained in their proper use
  - (b) In hostage and barricaded subject situations
  - (c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers
  - (d) During other high-risk situations where their use would enhance officer safety and the safety of community members
  - (e) During training exercises
4. **Lifespan:** Is approximately 10 years
  5. **Fiscal Impact:** Loaned from US military. No annual maintenance costs.
  6. **Training:** All Department members who have been issued NVG's will train with them on an annual basis.
  7. **Legal and Procedural Rules:** The Department will only utilize NVGs for official law enforcement purposes and pursuant to State and Federal law and department policy.

## LESS-LETHAL DEVICES

- (A) **40MM Launchers and Munitions:** 40MM launchers are utilized by Department personnel as a less-lethal tool to deploy less-lethal impact munitions and chemical agents.
  1. **Description, cost, quantity, and capabilities:**
    - (a) DEFENSE TECHNOLOGY Single Shot 40MM Launcher, #1300, approximate cost: \$1,000, quantity: not to exceed 100. The 40MM Single Launcher is a tactical single-shot launcher that has an Integrated Front Grip (IFG), equipped with an EOTech holographic sight system. It will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less-lethal round up to 131 feet.
    - (b) DEFENSE TECHNOLOGY Tactical 4-Shot 40MM Launcher, #1440. Cost approximately \$1,800. Quantity: not to exceed 6. Designed for riot and tactical situations, the Defense Technology 1440 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system to advance the magazine cylinder. It is equipped with a EOTech holographic sight system.
    - (c) DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost approximately: \$20, quantity: not to exceed 500. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/ lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective

performance when fired from the approved distance of not less than ten (10) feet and as far as 131 feet from the target.

- (d) DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS CRUSHABLE FOAM ROUND, #6320, cost approximately: 18, quantity: not to exceed 60. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of CS irritant. The 40mm Direct Impact CS Round provides accurate and effective performance when fired from the approved distance of not less than ten (10) feet and as far as 120 feet from the target. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Direct Impact CS round.
- (e) DEFENSE TECHNOLOGY, DIRECT IMPACT MARKING CRUSHABLE FOAM ROUND, # 6326, cost approximately: \$21, quantity: not to exceed 50. A less lethal 40MM lightweight plastic and foam projectile with a green marking agent, fired from a single or multi-round purpose built 40MM launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers up to 120 ft./lbs. of energy upon impact. The 40MM Direct Impact Marking Crushable Foam Round provides accurate and effective performance when fired from the approved distance of not less than then (10) feet and as far as 131 feet from the target. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Marking Round.
- (f) DEFENSE TECHNOLOGY, EXACT IMPACT LE 40MM EXTENDED RANGE SPONGE ROUND, #6325LE, cost approximately: \$25, quantity: not to exceed 50. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 400 FPS. The 40mm Exact Impact Extended Range Sponge Round provides accurate and effective performance when fired from the approved distance of not less than 33 feet, and as far as 230 feet from the target. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Extended Range Sponge Round.
- (g) DEFENSE TECHNOLOGY, 40MM FERRET POWDER BARRICADE ROUND, CS, #1292, cost approximately: \$25, quantity: not to exceed 50. The Ferret 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized, utilizing fins and barrel rifling. It is non-burning and used by tactical teams to penetrate barriers and deliver a chemical agent. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Ferret Powder Barricade Round.
- (h) DEFENSE TECHNOLOGY, 40MM FERRET LIQUID BARRICADE ROUND, CS, #1262, cost approximately: \$25, quantity: not to exceed 20. The Ferret 40 mm Barricade Penetrating Round is filled with a CS liquid chemical agent. It is a frangible projectile that is spin-stabilized,

utilizing fins and barrel rifling. It is non-burning and used by tactical teams to penetrate barriers and deliver a chemical agent. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Ferret Liquid Barricade Round.

- (i) DEFENSE TECHNOLOGY Single Shot 40MM Launcher, #1425, cost approximately: \$1,000, quantity: not to exceed 100. The 40MM Single Launcher is a tactical single-shot launcher that features an expandable Rogers Super Stoc and adjustable Integrated Front Grip (IFG), equipped with an EOTech holographic sight system. It will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less-lethal round up to 131 feet.
  2. **Purpose:** To limit the escalation of conflict where the employment of lethal force is prohibited or undesirable.
  3. **Authorized Use:** Situations where the deployment of less-lethal impact or chemical munitions are authorized include but are not limited to:
    - (a) Self-destructive, dangerous, and/or combative individuals
    - (b) Riot/crowd control and civil unrest incidents where the criminal behavior involved exceeds a failure to disburse or curfew violation.
    - (c) Circumstances where a tactical advantage can be obtained
    - (d) Vicious animals
    - (e) Training exercises or approved demonstrations
    - (f) Tactical situations involving the deployment of the Department's SWAT Team including, but not limited to barricaded subjects.
  4. **Lifespan:**
    - (a) DEFENSE TECHNOLOGY Single Shot Launcher is approximately 20 years
    - (b) DEFENSE TECHNOLOGY Tactical 4-Shot Launcher is approximately 20 years
    - (c) All munitions listed above are approximately 5 years
  5. **Fiscal Impact:** Annual maintenance for the 40MM launchers is approximately \$50 each.
  6. **Training:** Personnel deploying less-lethal or chemical agents will be trained in their use and deployment before using them in the field. All training will be conducted by a POST-certified less-lethal or chemical agent instructor.
  7. **Legal and Procedural Rules:** It is the department's policy to use all less-lethal devices and associated munitions in accordance with State and Federal law and department policy.
- (B) **PepperBall Launcher and Munitions:** A less-lethal device that discharges projectiles designed to breach glass or projectiles containing chemical agents



1. **Description, cost, quantity, and capabilities:**
    - (a) PepperBall FTC Launcher, cost approximately: \$510 each, quantity: not to exceed 10. Semi- automatic launcher system with a firing rate of 10-12 RPS. Compact lightweight modular design. Ambidextrous rotational safety switch. 30 cubic inch high capacity high-pressure air system. Designed for use with high-pressure air.
    - (b) PepperBall INERT Powder Projectiles, cost approximately: \$300 for a case of 375, quantity: not to exceed 6 cases. Inert projectiles used for training purposes.
    - (c) PepperBall LIVE-X PAVA / Oleoresin Capsicum (OC), cost approximately: \$1,100 for a case of 375, quantity: not to exceed 4 cases. Contains a powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent to 10 regular PepperBall rounds.
  2. **Purpose:** To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of PepperBall may include, but are not limited to:
    - (a) Tactical situations involving the deployment of the Department's SWAT Team
    - (b) Training exercises or approved demonstrations
    - (c) Potentially vicious animals
    - (d) Circumstances where a tactical advantage can be obtained
    - (e) Riot/crowd control and civil unrest incidents
    - (f) Self-destructive, dangerous, and/or combative individuals
  3. **Authorized Use:** Only officers who have received certification in the use of PepperBall are authorized to use PepperBall. Situations where the Pepperball may be deployed include but are not limited to critical incidents, emergencies, and training.
  4. **Lifespan:**
    - (a) PepperBall FTC Launcher approximately 20 years
    - (b) All PepperBall projectiles have a lifespan of approximately 3 years.
  5. **Fiscal Impact:** Annual maintenance for the PepperBall launchers is approximately \$50.
  6. **Training:** Only officers who have been properly trained will be permitted to deploy and use Pepperball.
  7. **Legal and Procedural Rules:** The Department will only deploy PepperBall for law enforcement purposes and in accordance with State and Federal law and department policy.
- (C) **Chemical Agent and Smoke Canisters:** Canisters that disburse chemical agents and/or smoke when deployed.

1. **Description, cost, quantity, and capabilities:**

- (a) DEFENSE TECHNOLOGY, RIOT CONTROL CS gas, #1082, cost approximately: \$41, quantity: not to exceed 100. The Riot Control CS is a continuous discharge canister. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.0in. by 2.35 in. and holds an approximately 2.7 oz. of active agent payload. It has an approximate burn time of 20-40 seconds.
- (b) DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS CANISTER, #1032, cost approximately; \$32, quantity: not to exceed 10. The Tri-Chamber Flameless CS canister design allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The canister is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This canister will deliver approximately .70 ounces of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless canister can be used in crowd control and tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri- Chamber Flameless canister is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless canister provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization while minimizing or negating the chance of fire to the structure.
- (c) DEFENSE TECHNOLOGY, POCKET TACTICAL CANISTER, CS, #1016, cost approximately: \$23, quantity: not to exceed 100. The Pocket Tactical CS Canister is small and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical canister.
- (d) DEFENSE TECHNOLOGY, MAXIMUM SMOKE CANISTER, #1073, cost approximately:\$35, quantity: not to exceed 25. The Maximum Smoke canister is specifically designed for outdoor use in a crowd control capacity with a high volume of continuous burn that expels its payload in approximately 1.5 minutes through four gas ports located on top of the canister. This can be used to conceal tactical movement or re-route a crowd.

2. **Purpose:** To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal canisters may include, but are not limited to:

- (a) Self-destructive, dangerous, and/or combative individuals
- (b) Riot/crowd control and civil unrest incidents

- (c) Circumstances where a tactical advantage can be obtained
  - (d) Potentially vicious animals
  - (e) Training exercises or approved demonstrations
  - (f) Tactical situations involving the deployment of the Department's SWAT Team
3. **Authorized Use:** Only SWAT officers who have received POST certification in the use of chemical agents are authorized to use chemical agents. Situations where the chemical agents may be deployed include but are not limited to critical incidents, emergencies, and training.
  4. **Lifespan:** Approximately 5 years from manufacturing date.
  5. **Fiscal Impact:** No annual maintenance costs
  6. **Training:** SWAT Team members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.
  7. **Legal and Procedural Rules:** The Department will only deploy chemical agents for law enforcement purposes and in accordance with State and Federal law and department policy.

## SPECIALTY MUNITIONS

- (A) **Breaching Shotguns and Munitions:** Shotguns and specialty munitions utilized to access secured structures when no other means have proven successful.
  1. **Description, cost, quantity, and capabilities:**
    - (a) REMINGTON 870 BREACHING SHOTGUN, cost approximately: \$500, quantity: not to exceed 2. The breaching shotgun is a standard patrol issue shotgun that is shortened to improve maneuverability in a tactical environment.
    - (b) DEFENSE TECHNOLOGY, TKO 12-GAUGE BREACHING ROUND, cost approximately: \$7, quantity: not to exceed 100. The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. It is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO can defeat door lock mechanisms, doorknobs, hinges, deadbolts, safety chains, and padlocks on both wooden and hollow core doors. Upon impact with the target, the zinc slug disintegrates into a fine powder eliminating fragmentation.
  2. **Purpose:** Used to defeat locking mechanisms on doors or gates when mechanical breaching is ineffective or not feasible due to environmental factors.
  3. **Authorized Use:** Breaching shotguns and munitions shall only be utilized by trained members of the Department's SWAT Team and only with the approval of the Incident Commander, SWAT Commander, or their designee during tactical incidents or training exercises.

4. **Lifespan:**
    - (a) Remington Breaching Shotguns approximately 25 years
    - (b) TKO 12-Gauge Breaching Round approximately 5 years
  5. **Fiscal Impact:** Annual maintenance of shotguns, approximately \$100
  6. **Training:** All SWAT Team members deploying breaching shotguns and munitions shall receive initial training before utilizing them in the field.
  7. **Legal and Procedural Rules:** The Department will only utilize breaching shotguns and munitions for official law enforcement purposes in accordance with State and Federal law and department policy.
- (B) **Noise Flash Diversionary Devices (NFDD):** A device used to distract or divert a person's attention.
1. **Description, cost, quantity, and capabilities:** DEFENSE TECHNOLOGY LOW-ROLL NON-RELOADABLE DISTRACTION DEVICE, #8902NR cost approximately: \$42, quantity: not to exceed 100. A non-bursting, non-fragmenting single-bang device that produces a thunderous bang with intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.
  2. **Purpose:** A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological, sensory deprivation to give officers a tactical advantage.
  3. **Authorized Use:** Diversionary Devices shall only be used by trained members of the Department's SWAT Team during situations that include but are not limited to the following:
    - (a) By officers who have been trained in their proper use
    - (b) In hostage and barricaded subject situations
    - (c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers
    - (d) During other high-risk situations where their use would enhance officer safety
    - (e) During training exercises
  4. **Lifespan:** Until deployed
  5. **Fiscal Impact:** No annual maintenance
  6. **Training:** Prior to use, officers must attend diversionary device training conducted by Post certified instructors.
  7. **Legal and Procedural Rules:** The Department will only utilize NFDDs for official law enforcement purposes and pursuant to State and Federal law and department policy.

**FIREARMS AND AMMUNITION**

- (A) **Rifles:** Shoulder-fired firearms, with long spirally grooved barrels, intended to cause projectiles to spin, improving accuracy over a long distance.

1. **Description, cost, quantity, and capabilities:**

- (a) COLT LAW ENFORCEMENT CARBINE 5.56mm (.223 Rem) PATROL RIFLE (6920) equipped with an EO-Tech Holographic sight, tactical light, and sling, cost approximately: \$1,588, quantity: not to exceed 100. Action: Gas Operated Semi-Auto, Caliber: 223 Remington/5.56 NATO, Barrel Length: 16.1", Capacity: 30+1, Trigger: Standard, Safety: Reversible Safety Selector, Weight: 6.95 lbs, Stock: Black 4-Position Collapsible, Metal Finish: Black, Muzzle: A2 Flash Hider, Receiver Material: 7075-T6 Aluminum, Sights: A2 Front, Barrel Description: Chrome-Lined, Twist: 1:7" Purpose: Duty \ Range, Finish: Black, Overall Length: 32" to 35" Features: Front Barrel Lug/ Ejection Port Cover, Effective Range: 400m
- (b) COLT M4 CARBINE COMMANDO (R0933) / CQB (LE6946) 5.56mm (.223 Rem) SWAT RIFLE equipped with an EO-Tech holographic sight, tactical light, and sling, cost approximately: \$1,300, quantity: not to exceed 30. Action: Gas Operated Full-Auto, Caliber: 223 Remington /5.56 NATO, Barrel Length: 10.3" or 11.5", Capacity: 30+1, Trigger: Standard, Safety: Reversible Safety Selector, Weight: 6.25 lbs, Stock: Black 4-Position Collapsible, Metal Finish: Black, Muzzle: A2 Flash Hider, Receiver Material: 7075-T6 Aluminum, Sights: A2 Front, Barrel Description: Chrome-Lined, Twist: 1:7" Purpose: Duty \ Range, Finish: Black, Overall Length: 26" to 29.5" Features: Front Barrel Lug/ Ejection Port Cover, Effective Range: 400m.
- (c) SIG SAUER MPX SWAT 9mm SUBMACHINE GUN equipped with EO-Tech holographic sight, tactical light, and sling. Cost approximately: \$1,800, Quantity: not to exceed 20. Action: Short Stroke Piston, Full-Auto, Caliber: 9mm NATO (9x19mm), Barrel Length: 8", Capacity: 30+1, Trigger: Standard, Safety: Ambidextrous Safety Selector, Weight: 5.6 lbs, Stock: Folding or 5 Position telescoping, Metal Finish: Black, Muzzle: A1 Flash Hider, Receiver Material: 7075-T6 Aluminum, Sights: folding front and rear, Barrel Twist: 1:10" Purpose: Duty \ Range, Finish: Black, Overall Length: 26" Effective Range: 200m.
- (d) COLT LE6943 5.56 (.223 Rem.) TRAFFIC / PATROL RIFLE equipped with EOTech holographic sight and sling, cost approximately: \$1,700, quantity: not to exceed 20. The LE6943 displays fresh ingenuity with Mil-Spec hammer and trigger pivot pins, 11.5-inch barrel, a Magpul MBUS backup sight and a folding front sight for enhanced optical solutions, and a straight gas tube and a removable lower rail, which provides modularity for under mounting accessories. The patented one-piece monolithic upper receiver incorporates a continuous Mil-Spec rail from the rear of the upper receiver to the front sight. This feature affords unmatched repeatability for mounting optical systems, not found with separate handguard rail systems. Designed with accuracy in mind, its

true free-floating barrel provides the enhanced accuracy necessary for long-range acquisition capability.

2. **Purpose:** Used as precision weapons to address threats that exceed the capability of the Department's standard-issue handgun.
3. **Authorized Use:** Only members POST certified in the use of the rifle are authorized to deploy them in the field. Situations where rifles may be used include to prevent serious bodily injury or death to self or others and during training.
4. **Lifespan:**
  - (a) COLT LAW ENFORCEMENT CARBINE PATROL RIFLE approximately: 15 years
  - (b) COLT M4 CARBINE COMMANDO / CQB SWAT RIFLE approximately: 10 years
  - (c) SIG SAUER MPX SWATSUBMACHINE GUN approximately: 10 years
  - (d) COLT LE6943 TRAFFIC PATROL RIFLE approximately: 15 years
5. **Fiscal Impact:** Annual maintenance for each rifle is approximately \$50
6. **Training:** Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
7. **Legal and Procedural Rules:** The department will use rifles in accordance with State and Federal law and department policy. .
8. **Description, cost, quantity, and capabilities:**
  - (a) WINCHESTER .223/5.56 55-grain RANGER SOFT-POINT RIFLE ROUND, cost approximately: \$607 per case of 1000, quantity: not to exceed 30 cases. Winchester ammunition features a lead core 55-grain non-corrosive, soft-point bullet in a reloadable brass casing.
  - (b) WINCHESTER .223/5.56 55-grain NATO M193 RIFLE ROUND, cost approximately: \$378 per case of 1000, quantity: not to exceed 30 cases. Winchester ammunition features a lead core 55-grain full metal jacket, non-corrosive boxer primer, in a reloadable brass casing.
  - (c) WINCHESTER.223/5.56 FRANGIBLE TRAINING AMMUNITION, cost approximately: \$285 per case of 200, quantity: not to exceed 30 cases. Winchester Frangible .223 Remington ammunition is loaded with a 55-grain Reduced Hazard Training (RHT) bullet. BallistiClean features frangible Reduced Hazard Training bullets that break-up immediately on contact with metal targets, significantly reducing ricochet and backlash danger. BallistiClean loads feature a copper-plated primer and a "NT" (non-toxic) headstamp to clearly identify BallistiClean as a training round at a glance, eliminating confusion with duty rounds. With this Federal ammunition range operators have no hazardous waste disposal problems and it meets or exceeds all OSHA and EPA standards.

9. **Purpose:** To be used in Department rifles to address lethal threats to the community and Department personnel with greater accuracy, enhancing community safety.
10. **Authorized Use:** Only members POST certified in the use of the rifle are authorized to utilize rifle ammunition.
11. **Fiscal Impact:** The Department spends approximately \$25,000 annually for all Department firearm ammunition.
12. **Lifespan:** The ammunition listed above does not have an expiration date.
13. **Training:** Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
14. **Legal and Procedural Rules:** The department will use ammunition in accordance with State and Federal law and department policy.

## CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Siddons Martin Emergency Group, LLC (Contractor)** and **RedSky Fire Apparatus LLC, (Assignee)**.

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **AM10-20**, with **H-GAC** for the sale of **Ambulances, EMS & Other Special Service Vehicles** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for **Demers and Braun** Products (H-GAC Product Code **AM20EA01-AM20EA14, AM20EA16, AM20EA18-AM20EA28, AM20EE01-AM20EE04, AM20BA01-AM20BA25, AM20BE01-AM20BE03, AM20BE10- AM20BE12** ) in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**:

DocuSigned by:



Chuck Wemple, Executive Director

12/21/2020

Date

Signed for **Siddons Martin Emergency Group LLC**  
Houston, Texas:

DocuSigned by:



(Signature of Contractor)

Date: 12/21/2020

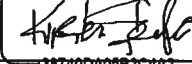
Jeffrey A. Doran

Director - Order Mngement

Printed Name & Title

Signed for **RedSky Fire Apparatus LLC**  
Phoenix, Arizona:

DocuSigned by:



(Signature of Assignee)

Date: 12/21/2020

Kirsten Skyba

VP-Operations

Printed Name & Title



## Information Sheet

**Assignee:**

**RedSky Fire Apparatus LLC**

**Contact Person:**

**Name:** Kirsten Skyba

**Title:** VP-Operations

**TEL:** 866-522-8311

**EMAIL:** Kirsten@redskyfiretrucks.com

**Address:**

23005 N 15<sup>TH</sup> Avenue, Suite 207  
Phoenix, Arizona 85027

**Territory:**

Arizona  
California  
Nevada



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-721

**Meeting Date:** 6/7/2022

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**TITLE:**

**ADOPTION OF FISCAL YEAR 2022-23 APPROPRIATIONS LIMIT**

**DEPARTMENT:** FINANCE DEPARTMENT

**PRESENTED BY:** CAROL MOLINA, FINANCE DIRECTOR

**FOR FURTHER INFORMATION CONTACT:** CAROL MOLINA, FINANCE DIRECTOR, (714) 754-5243

**RECOMMENDATION:**

Staff recommends that City Council adopt Resolution 22-XX establishing the Fiscal Year 2022-2023 Appropriations Limit for the City of Costa Mesa at \$286,881,520, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment.

**BACKGROUND:**

Article XIII B of the Constitution of the State of California requires that the City establish annually an Appropriations Limit. This appropriations limit determines the maximum amount of specific tax revenues which an agency is allowed to spend. Pursuant to Article XIII B and its implementing legislation, the total annual appropriations limit must be calculated by adjusting the prior year's appropriations limit for changes in the cost of living and population growth.

The City may choose one of the following factors to use for inflationary adjustment:

- (a) the growth in California per capita income from the preceding year, or
- (b) the growth in the non-residential assessed property valuation due to new construction within the City.

For population growth, the City may choose to use either:

- (a) the population growth of the City, or
- (b) the population growth within the County. These two adjustment factors (one for inflation and one for population) are both annual elections for the City in determining its Appropriations Limit for the following Fiscal Year.

For the 2022-2023 calculation, the City is electing to use the population growth of Orange County (-0.23 percent) rather than the population growth of the City of Costa Mesa (-0.7 percent) since it yields a higher population growth factor, and the growth in California per capita income as its inflation factor as provided by the State Department of Finance (DOF)

**ANALYSIS:**

The methodology used to determine the City's Appropriations Limit is to multiply the inflation and population adjustment factors by the prior year's Appropriations Limit. For Fiscal Year 2022-2023, the inflation and population figures provided by the DOF are as follows:

California Per Capita Income Percentage Change	7.55%
Orange County's Population Growth	-0.23%
City of Costa Mesa Population Growth	-0.70%

These percentages were converted to ratios of 1.0755 and 0.9977, respectively. Once the ratios are calculated, they are multiplied together to calculate the adjustment factor for Fiscal Year 2022-2023, which equals 1.0730. This factor is multiplied by the Fiscal Year 2021-2022 Appropriations Limit of \$267,363,952, for an Appropriations Limit for Fiscal Year 2022-2023 of \$286,881,520, as shown below:

CITY OF COSTA MESA  
CALCULATION OF APPROPRIATIONS LIMIT  
FOR FY 2022-2023

Step 1	Appropriations Limit for FY 2021-22	\$267,363,952
Step 2	Multiplication factors for changes in the California per capita personal income and the population change for Orange County	1.0730
		<hr/>
	Appropriations Limit for FY 2022-23	\$286,881,520
		<hr/>

CUMULATIVE  
GROWTH  
FACTORS:

Personal Income Factor (7.55)	1.0755
Orange County Population Change (-0.23%)	0.9977
Costa Mesa Population Change (-0.70%)	0.9930
*(1.0755 x 0.9977)	<u>1.0730</u>
=	

\* The City has the option to utilize the larger of the annual percentage change of the City or County.

The total estimated revenues generated from general tax proceeds for Fiscal Year 2022-2023 is \$141,175,153. This estimate is \$145.7 million less, or 50.8% below the Appropriations Limit for Fiscal Year 2021-2022.

### **ALTERNATIVES**

No alternatives considered. Section 7910 of the California Government Code requires the City to establish an Appropriations Limit on an annual basis.

### **FISCAL REVIEW:**

The City is \$145.7 million less, or 50.8% below the proposed Fiscal Year 2021-2022 Appropriations Limit. Therefore, the City is well within its Appropriations Limit established pursuant to Section 7910 of the California Government Code and will not exceed this limit during Fiscal Year 2022-2023.

### **LEGAL REVIEW:**

The City Attorney's Office has reviewed and approved this report and the proposed resolution as to form.

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the City Council goal: Achieving Long-Term Fiscal Sustainability through the continuous monitoring of allocated resources and expenditures.

### **CONCLUSION:**

Staff recommends that City Council adopt Resolution 22-XX (Attachment 1) establishing the Fiscal Year 2022-2023 Appropriations Limit for the City of Costa Mesa at \$286,881,520, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment.

**RESOLUTION NO. 22-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DETERMINING AND ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023, IN ACCORDANCE WITH ARTICLE XIII-B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AS AMENDED BY PROPOSITION 111 AND SENATE BILL 88.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Article XIII-B was added to the Constitution of the State of California at a general election held on November 6, 1979; and

WHEREAS, Article XIII-B was subsequently modified by Proposition 111 and Senate Bill 88 (Chapter 60/90) at a general election held on June 5, 1990; and

WHEREAS, in accordance with Section 7910 et seq. of the Government Code of the State of California, an annual appropriations limit must be established for the City effective for the fiscal year beginning July 1, 2022; and

WHEREAS, the City has chosen to use the California per capita income percentage change of 7.55% and Orange County's population growth rate of -0.9977% as the factors to be used in calculating its appropriations limit for Fiscal Year 2022-2023; and

WHEREAS, these factors are applied to the City's adopted appropriations limit for Fiscal Year 2021-2022 in determining the City's appropriations limit for Fiscal Year 2022-2023; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:  
The appropriations limit for Fiscal Year 2022-2023 is established at \$286,881,520.

PASSED AND ADOPTED this 7<sup>th</sup> day of June, 2022.

---

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

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Brenda Green, City Clerk

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Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No.21-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7<sup>th</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this \_\_\_\_ day of June, 2022.

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BRENDA GREEN, CITY CLERK



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 22-708

**Meeting Date:** 6/7/2022

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**TITLE:**

**PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLAN REVIEW, INSPECTIONS, AND STAFFING SERVICES**

**DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES  
DEPARTMENT/BUILDING SAFETY DIVISION**

**PRESENTED BY: ZIAD DOUDAR, BUILDING OFFICIAL**

**CONTACT INFORMATION: ZIAD DOUDAR, BUILDING OFFICIAL, (714) 754-5604**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute a five-year Professional Service Agreement (PSA) with each consulting firm listed below from July 1, 2022 - June 30, 2027 in substantially the form as attached and in such final form as approved by the City Attorney for on-call plan review, inspections, and staffing services:
  - 4Leaf, Inc.
  - Bureau Veritas, North America, Inc.
  - CSG Consultants, Inc.
  - Dennis Grubb & Associates, LLC
  - Interwest Consulting Group
  - Melad and Associates, Inc.
  - Scott Fazekas & Associates, Inc.
  - The Code Group, Inc.
2. Authorize the City Manager and City Clerk to execute future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

**BACKGROUND:**

In order to ensure a safe and high quality built environment for Costa Mesa residents and businesses, the Building Safety Division coordinates plan review, permit issuance and safety inspections for building construction and tenant improvement projects Citywide. While Building staff coordinate plan review and permit issuance, timely plan review is a shared responsibility among multiple departments including Building Safety, Planning, Engineering, Transportation and Fire Prevention. On average, Building staff process over 1,725 plan reviews, issue 1,300 building permits, and conduct over 17,000 inspections per year. In addition, Development Services staff serve

thousands of customers annually at our customer service counter and via phone and email, making it the busiest customer counter citywide.

Development Services, Fire, and Public Services Department operations require the use of contract plan check, inspection and staffing services in order to provide building safety and fire prevention services in a timely and efficient manner. In addition, due to the cyclical nature of construction activity, demand for plan review and inspection services can fluctuate from year to year. As such, the City generally retains professional plan review and inspection firms to supplement in-house staff services in order to meet customer demand and maintain City response times and service levels. On-call contract services are also used to provide specialized plan review or inspection services as needed.

The City's existing five-year agreements for building safety services expire on June 30, 2022. As such, the City began the Request for Proposal (RFP) process in February 2022. Development Services, Fire and Public Services Departments worked in a cooperative effort to draft a scope of work for this RFP. RFP 22-12 was released on March 1, 2022, a mandatory pre-proposal meeting was conducted on March 15, 2022 and proposals were due on March 31, 2022.

In order to ensure an objective selection process, an evaluation committee was assembled and all members evaluated proposals independently. The evaluation committee included representation from the Development Services, Fire and Public Services Departments.

### **ANALYSIS:**

Based on the City's criteria and selection procedures set forth in the RFP, the evaluation committee recommended that agreements be awarded to the following firms:

- 4Leaf, Inc.
- Bureau Veritas, North America, Inc.
- CSG Consulting, Inc.
- Dennis Grubb & Associates, LLC
- Interwest Consulting Group
- Melad & Associates, Inc.
- Scott Fazekas & Associates, Inc.
- The Code Group, Inc. (VCA)

Under the proposed agreements, on-call consultants will provide inspections, plan review services and staff as needed at an hourly rate in accordance with their contracts.

The plan check service is typically subject to a City plan check fee charged to project applicants, which is based on the valuation of construction. For standard plan review, on-call plan check consultants receive up to 60 percent of City collected plan check fees, with the remainder covering a portion of City costs. Applicants may also request "expedited plan check service" where a plan check consultant provides accelerated plan check service for time sensitive projects. In such cases, the applicant pays a higher fee for accelerated service.

This contract is different than prior years in that it provides a comprehensive approach to the accelerated plan check service offered by the City in which all City departments participate including



Building, Engineering, Transportation and Fire Prevention. This approach will provide an interdepartmentally coordinated customer experience with consistent accelerated response times across City departments.

**ALTERNATIVES:**

An alternative to the recommended City Council action would be to not move forward with the contracts for on-call consulting services. Due to the volume of work and large number of projects currently being managed by Development Services, Fire and Public Services Department staff, the City's ability to provide timely inspections, plan check and permit processing services would be compromised and customers would experience significant delays.

**FISCAL REVIEW:**

Consultant services for plan check, inspection, and staffing services are utilized by the Development Services, Fire and Public Services Departments on an as-needed basis. The consultant's fees for plan check services are paid by project applicants. In FY 21-22, Development Services expended approximately \$558,000 on building safety on-call services. For FY 22-23, approximately \$418,000 has been budgeted. Use of contract services will be on an as needed basis.

**LEGAL REVIEW:**

The attached PSA's were prepared by the City Attorney's Office and the staff report has been reviewed and approved as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

**CONCLUSION:**

Staff recommends the City Council approve and authorize the City Manager and City Clerk to execute a five-year Professional Service Agreement (PSA) for as needed inspections, plan review, and staffing services, as well as future amendments to those agreements so long as such amendments are within the annual budget.

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

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

**RECITALS**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

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

### **3.0. TIME OF PERFORMANCE**

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

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

### **4.0. TERM AND TERMINATION**

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

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

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

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

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

## **5.0. INSURANCE**

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

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

under their workers' compensation insurance policies.

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

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

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

### IF TO CONSULTANT:

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

### IF TO CITY:

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

### Courtesy copy to:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement.

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Stefano  
Fire Chief

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **SCOPE OF WORK**

### **Code Enforcement Staffing Services:**

#### ***Development Services Department***

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

### **Permit Technician Staffing Services:**

#### ***Development Services Department***

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

### **Inspection Services:**

#### ***Development Services Department (Building Division)***

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

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

### ***Fire Department***

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

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



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

### ***Public Services Department***

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

### **Plan Check Services (Information)**

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

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

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

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

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

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

### **Plan Check Services**

#### ***Development Services Department (Building Division)***

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

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

### ***Fire Department***

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

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

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

***Public Services Department (Engineering and Transportation Services Divisions)***

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

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

**TABLE 1A-A – BUILDING PERMIT FEES**

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



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

**NOTES:**

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

**Editor's Notes:**

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

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

*See Section 2(b) of the ordinance.*

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

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



**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

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

TO THE  
CITY OF COSTA MESA



SUBMITTED BY



**4LEAF, INC.**

ENGINEERING • CONSTRUCTION MANAGEMENT  
PLAN CHECK • BUILDING INSPECTION

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MARCH 31, 2022

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

TO THE  
CITY OF COSTA MESA

## SECTION 1

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### COVER LETTER

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

March 31, 2022

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

Dear Ms. Nguyen,

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

**☑ Local Presence**

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

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

**☑ Approach**

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

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

**☑ Depth of Resources**

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

☑ **Full-Service Firm**

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

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

☑ **Leadership**

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

☑ **Contact**

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

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

Respectfully submitted,



Kevin J. Duggan  
President

MARCH 31, 2022

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

TO THE  
CITY OF COSTA MESA

## SECTION 2

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### BACKGROUND & PROJECT SUMMARY



## SECTION 2: BACKGROUND & PROJECT SUMMARY

### Mixed-Use Experience

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



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



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

### Snapshot of Services

Inspection	Fire	Planning
<ul style="list-style-type: none"> <li>• Leed Accredited Professionals</li> <li>• Inspectors of Record</li> <li>• Program Analysis &amp; Studies</li> <li>• Correcting Code Deficiencies</li> <li>• Investigating Complaints</li> <li>• Violation Issuance</li> <li>• Jurisdictional Inspectors <ul style="list-style-type: none"> <li>❖ Residential &amp; Commercial</li> </ul> </li> <li>• ICC-certified Plan Reviewers</li> <li>• Certified Accessibility Specialists</li> <li>• ICC-certified Building Officials</li> <li>• Complete Building Dept. Services</li> <li>• On- and Off-Site Plan Review</li> <li>• Property Condition Surveys</li> <li>• Industrial, Energy, &amp; Solar Plan Review and Inspections</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance for Site Access Reqs.</li> <li>• Compliance for Fire Flow Reqs.</li> <li>• Review of Fire Prevention, Suppression, and Detection Systems</li> <li>• Code Compliance for Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump</li> <li>• Hazardous Occupancies, High Piled Storage, and Smoke Control Systems</li> <li>• Review of Alternate Means</li> <li>• Review of Methods Requests</li> <li>• Annual Business Inspections</li> <li>• Complete Fire Prevention Services</li> <li>• Fire Alarm/Sprinkler Inspections</li> <li>• Special Event Permits</li> <li>• Hazardous Materials Inspections</li> </ul>	<ul style="list-style-type: none"> <li>• Current and Long-Range</li> <li>• Phase I &amp; II Environmental Assmnts.</li> <li>• CEQA Review</li> <li>• Initial Studies</li> <li>• Environmental Impact Reports (EIR)</li> <li>• Emer. Ordinance &amp; Policy Drafting</li> <li>• Review for Rebuilds and Temporary Housing</li> <li>• Housing &amp; Safety Elements</li> <li>• Site Inspections</li> <li>• Application Processing</li> <li>• Developing Submittal Forms</li> <li>• Property Research</li> <li>• Land Use Applications</li> <li>• Design Review</li> <li>• Cannabis Regulations</li> </ul>



### **Background and Project Experience**

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

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

### **Customer Service**

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

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

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

### **Unforeseen Workloads**

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

### **Staff Training**

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

MARCH 31, 2022

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

TO THE  
CITY OF COSTA MESA

## SECTION 3

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### METHOD OF APPROACH

## **SECTION 3: METHOD OF APPROACH**

### **Code Enforcement Services**

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

#### **Inspections**

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



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

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

#### **Enforcement**

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



## Building Department Services

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

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

Typical duties include:

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

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

### Building Department Services Placement Schedule

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

## Inspection Services

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

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

Client	18 Mon	19 Tue	20 Wed	21 Thu	22 Fri	23 Sat	24 Sun	25 Mon	26 Tue	27 Wed	28 Thu	29 Fri	30 Sat	31 Sun	01 Mon	02 Tue	03 Wed	04 Thu	05 Fri	06 Sat	07 Sun
Eureka (City of Eureka)*																					
Building Inspector/CBO																					
Folsom (City of Folsom)																					
Permit Technician/Admin																					

### **Periodic Inspection Services** → Available Next Day

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

### **Part-Time Inspection Services** → Available Next Day

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

### **Full-Time Inspection Services** → Available Two Days or Less

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

### **Project Specific Inspection Services** → Available Two Days or Less

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

## Plan Review Services

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

### Approach

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

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

### On- and Off-Site Review

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

### Process Mapping

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

## **Plan Review QA/AC Review Process**

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### **Task 1 – Project Tracking Set-up**

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

### **Task 2 - Complete Submittal Review**

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

### **Task 3 - Plan Review Assignment**

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

### **Task 4 - Plan Review**

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

### **Task 5 - Quality Control**

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

### **Task 6 - Plan Review Rechecks**

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

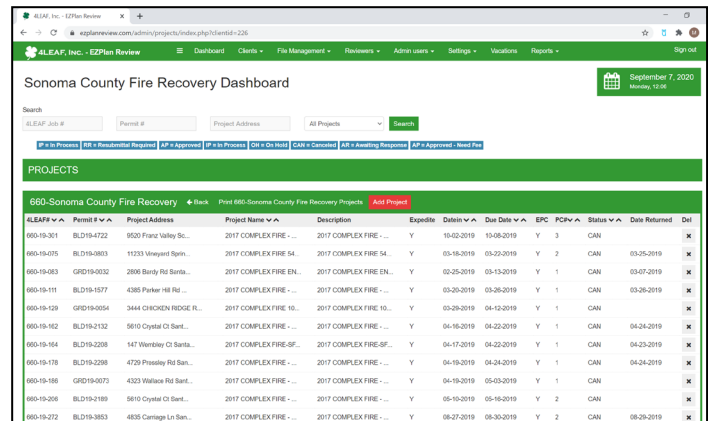
### **Task 7 - Project Approval**

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



## 4LEAF's EZPlan Review

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

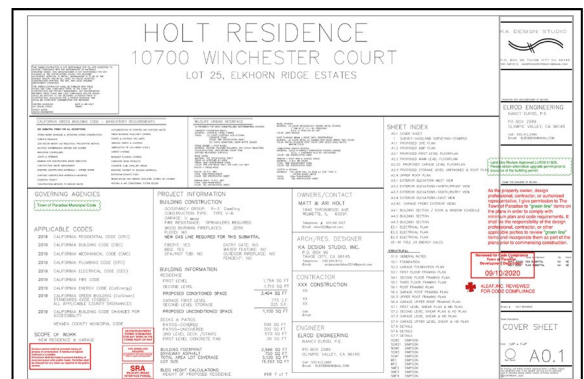


4LEAF	Permit #	Project Address	Project Name	Description	Expedite	Date in	Due Date	EPC	PCPr	Status	Date Returned	Del
600-19-301	BLD19-4722	9020 Franc Valley Sc...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	19-02-2019	10-08-2019	Y	3	CAN		
600-19-075	BLD19-3803	11233 Vineyard Spn...	2017 COMPLEX FIRE S4	2017 COMPLEX FIRE S4	Y	05-16-2019	03-26-2019	Y	2	CAN	03-25-2019	
600-19-083	GRD19-0032	2806 Sandy Rd Santa...	2017 COMPLEX FIRE EN...	2017 COMPLEX FIRE EN...	Y	02-25-2019	03-13-2019	Y	1	CAN	03-07-2019	
600-19-111	BLD19-1577	4385 Parker Hill Rd...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	03-20-2019	03-26-2019	Y	1	CAN	03-26-2019	
600-19-129	GRD19-0554	3444 CHORON RIDGE R...	2017 COMPLEX FIRE 10...	2017 COMPLEX FIRE 10...	Y	03-29-2019	04-12-2019	Y	1	CAN		
600-19-162	BLD19-2132	9810 Crystal Ct Sant...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	04-16-2019	04-22-2019	Y	1	CAN	04-24-2019	
600-19-164	BLD19-2208	147 Wrenley Ct Santa...	2017 COMPLEX FIRE-SF...	2017 COMPLEX FIRE-SF...	Y	04-17-2019	04-22-2019	Y	1	CAN	04-23-2019	
600-19-178	BLD19-2208	147 Wrenley Rd San...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	04-19-2019	04-24-2019	Y	1	CAN	04-24-2019	
600-19-188	GRD19-0073	4329 Wallace Rd Sant...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	04-19-2019	05-03-2019	Y	1	CAN		
600-19-206	BLD19-2189	9810 Crystal Ct Sant...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	05-10-2019	05-16-2019	Y	2	CAN		
600-19-272	BLD19-3853	4825 Cottage Ln San...	2017 COMPLEX FIRE...	2017 COMPLEX FIRE...	Y	08-27-2019	08-30-2019	Y	2	CAN	08-26-2019	

## Document Control

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

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



## Off-Site Electronic Plan Review

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



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

### Additional Technologies

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



### Structural Only Review

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

## APPROACH

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

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

### **Fire Plan Review Services**

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

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

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

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

MARCH 31, 2022

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

TO THE  
CITY OF COSTA MESA

## SECTION 4

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### QUALIFICATIONS OF THE FIRM

## SECTION 4: QUALIFICATIONS OF THE FIRM

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

### Management Team

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**Director of Operations/Exec. PM:** Marcus Johnson

Phone: (909) 996-0511

Email: [MJohnson@4leafinc.com](mailto:MJohnson@4leafinc.com)

**Building Services Manager:** Lorena Soules, CASp

Phone: (310) 748-4852

Email: [LSoules@4leafinc.com](mailto:LSoules@4leafinc.com)

**Director of Code Enforcement:** Pete Roque

Phone: (562) 569-0098

Email: [PROque@4leafinc.com](mailto:PROque@4leafinc.com)

**Supervising Plan Review Engineer:** Davison Chanda

Phone: (559) 978-8529

Email: [DChanda@4leafinc.com](mailto:DChanda@4leafinc.com)

### Office Locations

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#### **Southern California**

5140 Birch Street, Second Floor  
Newport Beach, CA 92660

#### **Santa Cruz**

701 Ocean Street  
Santa Cruz, CA 95060

#### **Washington**

1201 Pacific Avenue, Suite 600  
Tacoma, WA 98402

#### **Bay Area - Headquarters**

2126 Rheem Drive  
Pleasanton, CA 94588

#### **Sacramento**

8896 North Winding Way  
Fair Oaks, CA 95628

#### **4LEAF Consulting, LLC**

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

#### **San Diego**

402 West Broadway, Suite 400  
San Diego, CA 92101

#### **Paradise**

6848 Skyway, Suite F  
Paradise, CA 95969

#### **New England**

132 Central St., Suite 210  
Foxboro, MA 02035

### Mission

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

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

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

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

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

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

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

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

## **Professionals**

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

## Project References

### County of Los Angeles

#### *Permit Technician, Building Inspection, Plan Review Services*

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



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



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

#### **Staff requested by the County includes:**

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

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

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



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



### Services provided by 4LEAF includes:

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

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

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



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



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

#### **Services include:**

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

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



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



### Scopes of work include but are not limited to:

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

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

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

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

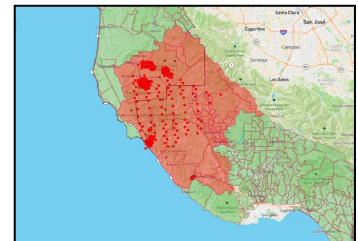


Upon selection, 4LEAF was immediately called into service to create and implement the infrastructure needed to fast-track the Permitting Process for the thousands of displaced residents. In addition to various outreach events, creation of hand-outs, and the coordination of several County divisions, 4LEAF's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

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

### Fire Districts

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



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

MARCH 31, 2022

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

TO THE  
CITY OF COSTA MESA

## SECTION 5

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### KEY PERSONNEL

## **SECTION 5: KEY PERSONNEL**

### **NEW CLIENT ONBOARDING PROCESS**

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

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

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

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

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

## **Management Team**

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

### **Marcus Johnson – Executive Project Manager/Director of Operations**

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



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

### **Pete Roque – Director of Code Enforcement**

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



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

### **Lorena Soules, CASp – Building Services Manager**

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



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

### **Davison Chanda, PE – Supervising Plan Review Engineer**

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



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

## Organization Chart



### Code Enforcement Personnel

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

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

## Permit Technicians

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

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



## Inspection Personnel

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

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

### Certified Access Specialist (CASP)

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

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

### Key Fire Review & Fire Inspection Personnel:

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

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

### Plan Review Personnel

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

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

MARCH 31, 2022

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

TO THE  
CITY OF COSTA MESA

## SECTION 6

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### FINANCIAL CAPACITY

## **SECTION 6: FINANCIAL CAPACITY**

### **FINANCIAL STABILITY**

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

MARCH 31, 2022

PROPOSAL TO PROVIDE  
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TO THE  
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## SECTION 7

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### DISCLOSURE

## **SECTION 7: DISCLOSURE**

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

MARCH 31, 2022

PROPOSAL TO PROVIDE  
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TO THE  
CITY OF COSTA MESA

## APPENDIX

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### KEY STAFF RESUMES



### Experience

15+ years

### Education

AA, Architectural Technology

### Certifications

ICC Building Plans Examiner

ICC Accessibility Inspector/Plans Examiner

ICC Commercial Plumbing Inspector

ICC Residential Plumbing Inspector

ICC Plumbing Inspector

ICC Building Inspector

ICC CALGreen Inspector

SAP CA DSW Local Inspector

### Professional Affiliations

California Building Officials

County Building Officials Assoc. of CA.

East Bay Chapter, ICC

Napa Solano Chapter, ICC

Sac. Valley Assoc. of Building Officials

Redwood Empire Chapter, ICC

## Experience Summary

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

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

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

---

## Select Project Experience

### 4LEAF, Inc.

#### *Director of Operations – Project Manager*

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

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

### **Town of Paradise, CA, Fire Recovery**

#### ***Operations Manager***

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



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

#### ***Operations Manager***

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



### **South Napa Earthquake Recovery, City of Napa, CA**

#### ***Building Inspector***

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



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

#### ***Manager of Jurisdictional Services***

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

### **City of Hesperia, CA**

#### ***Building Inspector, Plans Examiner***

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

### **JAS Pacific, Upland, CA**

#### ***Permit Technician, Building Inspector***

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

### Experience

17+ years

### Education

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

A.A., General Education  
Long Beach City College

### Certifications

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

National Storm Water Inspector  
National Stormwater Center

Certified Code Enforcement Officer  
CA Association of Code Enforcement

PC 832  
Rio Hondo College

### Experience Summary

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

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

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### Select Professional Experience

#### 4LEAF, Inc.

##### Director of Code Enforcement

##### 2021 - Present

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

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

#### City of Garden Grove – City of Garden Grove, CA

##### Code Enforcement Administrator

##### July 2018 - 2021

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

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

#### **City of Montebello – Montebello, CA**

##### **Code Enforcement Manager**

**May 2014 - July 2018**

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

#### **City of Bellflower – Bellflower, CA**

##### **Community Development Inspector II / Lead Code Enforcement Inspector**

**June 2005 - May 2014**

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

#### **Driving and Training Instructor – Long Beach, CA**

##### **Driving Instructor / Drivers Education Trainer / Traffic School Instructor**

**May 2005 - February 2020**

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

#### **United States NAVY – San Diego CA**

##### **Gas Turbine Systems Engineer - Petty Officer Third Class**

**August 1996 - August 1999**

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

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# Lorena Quilla-Soules, CAsp

## Building Services Manager

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### Experience

23+ years

### Certifications

ICC Certified Residential Building Inspector

ICC Certified Permit Technician

ICC Certified Residential Plans Examiner

California Accessibility Specialist, CAsp # 833

### Experience Summary

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

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

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

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### Select Professional Experience

#### 4LEAF, Inc. – Newport Beach, CA

##### Building Services Manager

5/2021 - Present

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

#### City of Garden Grove, CA

##### Permit Center Supervisor

September 2017 – 2021

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

contact information, valuation and fees collected.

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

## City of Visalia, CA

### *Residential Plan Checker*

#### **November 2016 – September 2017**

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

## City of Visalia, CA

### *Lead Permit Technician*

#### **February 2016 – November 2016**

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

### Experience

9 + years

### Education

M.S. Civil Engineering (Structural)

CSU Long Beach, CA 2011

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

Cal State Fresno 2007

### Registrations

Professional Engineer – Civil #83946

ICC Building Plans Examiner

### Affiliations

American Society of Civil Engineers

Structural Engineers Association of  
Northern California

International Code Council

Foothill Chapter

## Experience Summary

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

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

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## Select Professional Experience

### 4LEAF, Inc.

#### *Senior Structural Plan Review Engineer*

#### **2019 – Present**

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

### VCA code group – Orange, CA

#### *Senior Plan Check Engineer – Supervisor*

#### **June 2017 – December 2019**

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

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

**Bureau VERITAS – Costa Mesa, CA**

***Plan Check Engineer***

**June 2015 – June 2017**

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

**RADCO – Long Beach, CA**

***Plan Examiner***

**January 2015 – June 2015**

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

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

***Staff Engineer***

**August 2014 – November 2014**

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

**City of Rancho Cucamonga – Rancho Cucamonga, CA**

***Plans Examiner (intern)***

**December 2011 – June 2012**

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



MARCH 31, 2022

PROPOSAL TO PROVIDE  
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(RFP #22-12)

TO THE  
CITY OF COSTA MESA

## APPENDIX 2

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### FORMS



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

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

*Staffing Services*

☒ Code Enforcement

☒ Permit Technician

*Inspection Services*

☒ Building (Development Services)

☒ Fire

☒ Public Services

*Plan Check Services*

☒ Building (Development Services)

☒ Fire

☒ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: 4LEAF, Inc.

Contact Person for Agreement: Marcus Johnson

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

Business Telephone: 949-887-9432 Business Fax: \_\_\_\_\_

Corporate Mailing Address: 5140 Birch Street, Second Floor

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

Contact Person for Proposals: Katy Hada

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

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

Is your business: (check one)

☐ NON PROFIT CORPORATION

☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

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

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

Federal Tax Identification Number: 943393574

City of Costa Mesa Business License Number: N/A

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

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

## EX PARTE COMMUNICATIONS CERTIFICATION

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

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

\_\_\_\_\_  
  
**Signature**

**Date:** 3/30/2022

Marcus Johnson  
\_\_\_\_\_  
**Print**

OR

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

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No X

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

## **DISCLOSURE OF GOVERNMENT POSITIONS**

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

None.

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

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

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

Business Address: 5140 Birch Street, Second Floor

Website Address: 4leafinc.com

Telephone Number: 949-887-9432

Facsimile Number: N/A

Email Address: MJohnson@4leafinc.com

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

Length of time at current location: 2019

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes ☒ No

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

Federal Taxpayer ID Number: 943393574

Regular Business Hours: 8-5 Monday-Friday

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

### Contact person in reference to this solicitation: Katy Hada

Telephone Number: 925-462-5959

Facsimile Number: 925-462-5958

Email Address: KHada@4leafinc.com

### Contact person for accounts payable: Tysh Solis

Telephone Number: 925-462-5959

Facsimile Number: 925-462-5958

Email Address: TSolis@4leafinc.com

### Name of Project Manager: Marcus Johnson

Telephone Number: 909-996-0511

Facsimile Number: N/A

Email Address: MJohnson@4leafinc.com

## **COMPANY PROFILE & REFERENCES (Continued)**

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

**Company Name:** County of Los Angeles

Contact Name: Justin Soo Hoo, P.E.

Contract Amount: \$15 Million

Email: JSooHoo@DPW.LaCounty.gov

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

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

**Company Name:** City of Hemet

Telephone Number: 951-634-1575

Contact Name: Sara Retmier, CBO

Contract Amount: \$185,000

Email: SRetmier@CityofHemet.org

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

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

**Company Name:** City of Indian Wells

Telephone Number: 760-776-0230

Contact Name: Craig DeGroot, CBO

Contract Amount: \$75,000

Email: CDeGroot@IndianWells.com

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

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





## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

4LEAF, Inc.

Bidder/Applicant/Proposer

3.30.2022

Date

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

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

TO THE  
CITY OF COSTA MESA  
COST PROPOSAL

SUBMITTED BY



**4LEAF, INC.**

ENGINEERING • CONSTRUCTION MANAGEMENT  
PLAN CHECK • BUILDING INSPECTION

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

March 31, 2022

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

Dear Ms. Nguyen,

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

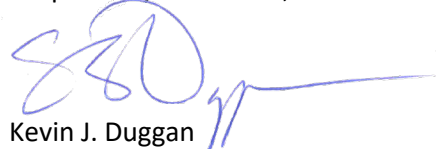
Should you have any questions of concerns, please do not hesitate to reach out to either Marcus Johnson, the Executive Project Manager with the City, or Katy Hada, the Assistant Marketing Coordinator. They can be contacted at:

☒ **Contact**

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

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

Respectfully submitted,



Kevin J. Duggan  
President

## **Revised Cost Proposal**

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

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

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

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

## **FEE PROPOSAL**

### **FY2022-2023 FEE SCHEDULE & BASIS OF CHARGES**

#### **FOR THE CITY OF COSTA MESA**

**All Rates are Subject to Basis of Charges**

<b>PLAN REVIEW COST STRUCTURE</b>	<b>NOTES</b>
<b>Building Plan Review Percentage: 60%</b> <i>(Inclusive of all disciplines except Civil which are billed on an hourly basis)</i> <b>Building Plan Off-Site Review</b> <i>(Reviews for revisions, modifications, and changes after the permit is issued).</i> <b>Shall be charged on hourly basis:</b> Plans Examiner..... \$115/hour  <b>Fire Plan Review Percentage: 60%</b> <b>Hourly Plan Review Fire</b> Fire Protection Engineer (FPE)..... \$180/hour Fire Prevention Officer..... \$150/hour Fire Plans Examiner..... \$150/hour	Fee includes: <ul style="list-style-type: none"> <li>➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.</li> <li>➤ Percentages excludes Civil plan review, which is billed on an hourly basis</li> <li>➤ Shipping, courier, and electronic service.</li> </ul>

#### **Building & Fire**

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

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

### **Code Enforcement**

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

### **Planning**

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

### **Project Management**

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

### **Engineering, Public Works Inspection, & Construction Management Services**

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



## **BASIS OF CHARGES – BUILDING, FIRE, & PLANNING**

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

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

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

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

### **BASIS OF CHARGES – PREVAILING WAGE**

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

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

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

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

#### BACKGROUND

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

#### PURPOSE

It is the purpose of this Policy to:

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

#### POLICY

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

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

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

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

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

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

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

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

**RECITALS**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City



Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### **3.0. TIME OF PERFORMANCE**

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

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

### **4.0. TERM AND TERMINATION**

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

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

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

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

## **5.0. INSURANCE**

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

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

the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

### IF TO CONSULTANT:

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

### IF TO CITY:

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

### Courtesy copy to:

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

Bureau Veritas North America, Inc.

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

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

[Signatures appear on following page.]



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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Stefano  
Fire Chief

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

## SCOPE OF WORK

### Permit Technician Staffing Services:

#### *Development Services Department*

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

### Inspection Services:

#### *Development Services Department (Building Division)*

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

### ***Fire Department***

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

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

### ***Public Services Department***

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate regulations and standards, including all local and state requirements.
3. Recognize and require soil tests where evidence indicates soil instability.
4. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
5. Assist in the coordination of job site conferences with technical consultants, engineers,

architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.

6. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
7. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
8. Inspect **public right-of-way structures** alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
9. Utilize City electronic and paper files to research related and/or previous cases.
10. Be available during an emergency or natural disaster to assist the City with inspection services.
11. Testify in court, if necessary.

### **Plan Check Services (Information)**

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

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

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

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

**Large Private Projects:** If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate

directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

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

### **Plan Check Services**

#### ***Development Services Department (Building Division)***

1. Upon request of the City, consultant shall assign regular office hours to plan review positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, and California Electrical Code, amendments to these codes, and other applicable governmental codes and regulations.
  - a. 2019 California Residential Code
  - b. 2019 California Building Code Volume 1
  - c. 2019 California Building Code Volume 2
  - d. 2019 California Fire Code
  - e. 2019 California Mechanical Code
  - f. 2019 California Electrical Code
  - g. 2019 California Energy Code
  - h. 2019 California Plumbing Code
  - i. 2019 California Green Building Code
3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
4. E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
5. Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
6. Return plans to the City for the first check no later than City standards including re-submittals.
7. Turnaround timeframe for an expedited plan check is half the time of a regular plan check.
8. When requested, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
9. Route plans to various City departments via plan technicians or electronically; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.

10. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants in a timely manner.
11. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
12. Manage the project schedule in accordance with City's adopted timeframes.
13. Utilize City electronic and paper files to research previous and/or related permits.
14. Be available during an emergency or natural disaster to assist the City with inspection services.
15. Document all time tracking according to City requirements and specifications in a clear, concise, timely manner.

### ***Fire Department***

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

1. Fire Protection System Plan Review:
  - a. Proposals shall indicate how standard plan review of plans referred to the consultant by the City will be accomplished. Standard review shall be completed in a **maximum of ten calendar days from the date the City assigns the plan for review**. For all standard plan reviews, the City charges the customer 40% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule**. The **proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed**. If plan review fee(s) for a larger project exceeds a reasonable plan review cost recovery based on the project review time, the City reserves the right to request that the review be completed at the hourly review rate rather than the standard calculation. An example of the fee breakdown is:
  - b. **Hood Suppression System** – Fee is \$360 + \$7 per nozzle. A system with 10 nozzles would be  
 $\$360 + \$70 = \$430$ .  $\$430 \times 60\% = \$258$  in permit fees.  $\$430 \times 40\% = \$172$  in plan review fees. The proposal shall include the percentage of the \$172 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
  - c. **New NFPA 13 Sprinkler System** – Fee is \$775 + \$7 per head. A system with 100 nozzles would be  $\$775 + \$700 = \$1475$ .  $\$1475 \times 60\% = \$885$  in permit fees.  $\$1,475 \times 40\% = \$590$  in plan review fees. The proposal shall include the percentage of the \$590 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
2. Fire and Life Safety Plan Review
  - a. Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.
  - b. **Expedited Plan Check**
    - i. This process shall be employed when an applicant wishes to expedite the review of plans. The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The city shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City.



The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

***Public Services Department (Engineering and Transportation Services Divisions)***

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

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

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

**TABLE 1A-A – BUILDING PERMIT FEES**

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

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

**NOTES:**

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

**Editor's Notes:**

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

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

*See Section 2(b) of the ordinance.*

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

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

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**





**BUREAU  
VERITAS**

# PROPOSAL

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

### CITY OF COSTA MESA CONTACT

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

March 31, 2022

### CONTACT REGARDING PROPOSAL

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





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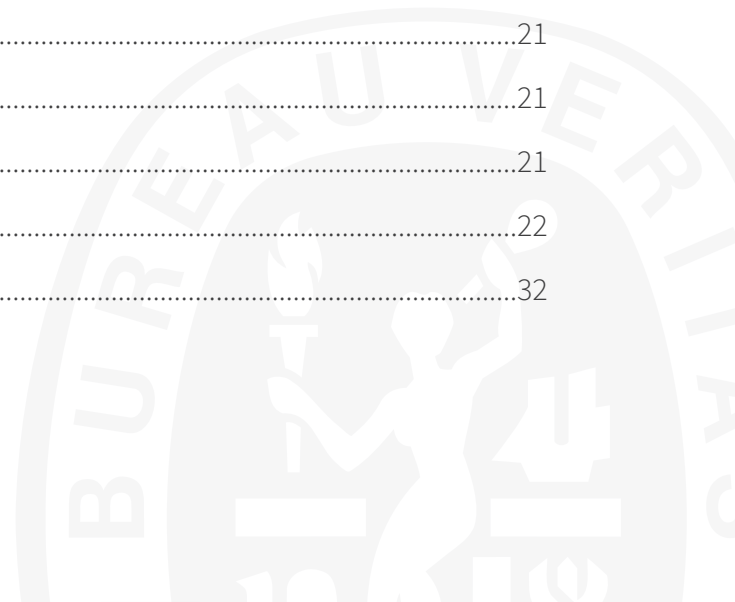
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# COVER LETTER

March 31, 2022

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

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

Dear Ms. Nguyen,

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

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

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

We offer optimal solutions to deliver quality services:

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

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

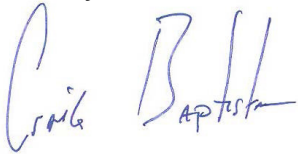
## COVER LETTER

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

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

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

Sincerely,



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



Trang Huynh, P.E., C.B.O.  
Regional Manager, Southern California  
Bureau Veritas North America, Inc.  
220 Technology Drive, Suite 100  
Irvine, CA 92618  
714.431.4123 (Office); 714.487.4223 (Mobile)  
trang.huynh@bureauveritas.com



# BACKGROUND AND PROJECT SUMMARY SECTION

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

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

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

### Plan Check Services (Building Division)

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

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

BV's plan review services for the City shall endeavor

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

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

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





# BACKGROUND AND PROJECT SUMMARY SECTION

## Architectural Review

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

## Structural Review

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

## Mechanical Review

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

## Plumbing Review

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

## Electrical Review

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

## Green Building Review

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

## Permit Technician Staffing Services

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

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

# BACKGROUND AND PROJECT SUMMARY SECTION

## Inspection Services (Building Division)

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

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

## CASp Services

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

## Fire Safety Services

### Fire Inspections

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

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

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

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

### Fire Plan Review

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

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

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

# BACKGROUND AND PROJECT SUMMARY SECTION

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

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

## Public Services Department Services

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

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

## Plan Review Compliance Standards

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

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

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

- Requirements of affected outside agencies and utility districts

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

## Improvement Plan Review

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

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

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

## Public Infrastructure/Storm Water Inspections

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

## METHOD OF APPROACH

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

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

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

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

### Disaster Support Services

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

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

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

## METHOD OF APPROACH

### Implementation Plan

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

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

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

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

#### Plan Review Methodology

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



# METHOD OF APPROACH

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

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

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

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

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

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

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

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

## Inspection Methodology

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

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

## METHOD OF APPROACH

electrical, plumbing, and mechanical code requirements.

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

### Plan Review and Inspection Turnaround Times

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

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

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

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

### Inspection Response Times:

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

# METHOD OF APPROACH

## Detailed Description of Specific Tasks Required From the City

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

## Innovative or Creative Approaches to Providing Services

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

## Electronic Plan Review Capabilities

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

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

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

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

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

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

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

## Quality Assurance Program

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

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

## Budget Controls and Billing Related Quality Assurance - FLEX

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



# QUALIFICATIONS OF THE FIRM

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

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

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

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

## Project Management and Schedule Controls - Quickbase Protrack

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

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

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

## QUALIFICATIONS OF THE FIRM

### Firm Overview and Qualifications

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

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

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

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



# QUALIFICATIONS OF THE FIRM

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

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

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

## Requested Corporate Information

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

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

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

## QUALIFICATIONS OF THE FIRM

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

#### City of Costa Mesa, CA

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

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



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

#### City of Garden Grove, CA

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

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



# QUALIFICATIONS OF THE FIRM

## PLAN REVIEW AND INSPECTION SERVICES

### City of Redondo Beach, CA

CONTACT: KEVIN O'FLAHERTY, INTERIM CHIEF BUILDING OFFICIAL

ADDRESS: 415 DIAMOND STREET, REDONDO BEACH, CA 90277

TELEPHONE: 310.318.0636 EXT. 2614

EMAIL: KEVIN.OFLAHERTY@REDONDO.ORG

DATES OF SERVICES: 2021 – PRESENT

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



## FIRE PLAN REVIEW SERVICES

### City of Oceanside, CA

CONTACT: DAVID PARSONS, DIVISION CHIEF / FIRE MARSHAL

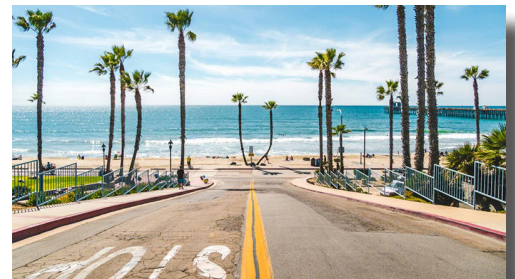
ADDRESS: 300 NORTH COAST HIGHWAY, OCEANSIDE, CA 92054

TELEPHONE: 760.435.4313

EMAIL: DPARSONS@CI.OCEANSIDE.CA.US

DATES OF SERVICES: 2013 – PRESENT

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



## QUALIFICATIONS OF THE FIRM

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

#### Orange County Public Works

CONTACT: HADI TABATABAEE, BUILDING OFFICIAL

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

TELEPHONE: 714.667.8843

EMAIL: HADI.TABATABAEE@OCPW.OCGOV.COM

DATES OF SERVICES: 2012 – PRESENT

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

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

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





## QUALIFICATIONS OF THE FIRM

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

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

## QUALIFICATIONS OF THE FIRM

### Supporting the Communities BV Serves

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

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



# KEY PERSONNEL

## KEY PERSONNEL

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



### Project Management Team

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

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

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

### Project Team

#### Plan Review Engineers

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

#### Civil Engineers

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

#### Plans Examiners

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

#### Inspectors

Doug Bragg  
Luis Mota  
Cliff Baker  
Carlos Meza  
Bruce Nearman

#### CASp

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

#### Permit Technicians/ Administrative Staff

Phu Trieu  
Armalen Geurkink  
Pamela Whitaker Sowell  
Vinh Vu  
Debbie Gallie

#### Fire Protection Staff

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

# FINANCIAL CAPACITY / DISCLOSURE / SAMPLE PROFESSIONAL SERVICE AGREEMENT

## FINANCIAL CAPACITY

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

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

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

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

## DISCLOSURE

Bureau Veritas North America, Inc. formally states it has no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa official, appointed official, or City employee to disclose.

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

## SAMPLE PROFESSIONAL SERVICE AGREEMENT

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



# FORMS TO ACCOMPANY PROPOSAL



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

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

*Staffing Services*

☐ Code Enforcement

☒ Permit Technician

*Inspection Services*

☒ Building (Development Services)

☒ Fire

☒ Public Services

*Plan Check Services*

☒ Building (Development Services)

☒ Fire

☒ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: Bureau Veritas North America, Inc.

Contact Person for Agreement: Craig Baptista

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

Business Telephone: 916.514.4516 Business Fax: 916.725.8242

Corporate Mailing Address: 1601 Sawgrass Corporate Parkway, Suite 400

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

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

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

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

Is your business: (check one)

☐ NON PROFIT CORPORATION

☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

# FORMS TO ACCOMPANY PROPOSAL

## Names & Titles of Corporate Board Members

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

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

Federal Tax Identification Number: 06-1689244

City of Costa Mesa Business License Number: 33245

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

City of Costa Mesa Business License Expiration Date: 4.20.2022

# FORMS TO ACCOMPANY PROPOSAL

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

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

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

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

Website Address: www.bvna.com

Telephone Number: 949.860.4800

Facsimile Number: 949.860.4810

Email Address: craig.baptista@bureauveritas.com

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

Length of time at current location: 3 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_ Yes ☒ No

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

Federal Taxpayer ID Number: 06-1689244

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

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

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

Telephone Number: 916.514.4516

Facsimile Number: 916.725.8242

Email Address: craig.baptista@bureauveritas.com

### Contact person for accounts payable:

Telephone Number: Kathy Litton

Facsimile Number: 949.860.4810

Email Address: kathy.litton@bureauveritas.com

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

Telephone Number: 714.487.4223

Facsimile Number: 949.860.4810

Email Address: trang.huynh@bureauveritas.com



# FORMS TO ACCOMPANY PROPOSAL

## COMPANY PROFILE & REFERENCES (Continued)

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

**Company Name:** City of Costa Mesa, CA

Contact Name: Ziad Doudar, Building Official (714.754.5604)

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

Email: [ziad.doudar@costamesa.gov](mailto:ziad.doudar@costamesa.gov)

Address: 77 Fair Drive, Costa Mesa, CA 92628

**Brief Contract Description:**

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

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

Telephone Number: 714.741.5343

Contact Name: David Dent, Building Official

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

Email: [DDent@GGcity.org](mailto:DDent@GGcity.org)

Address: 11222 Acacia Parkway, Garden Grove, CA 92840

**Brief Contract Description:**

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

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

Telephone Number: 310.318.0636 ext. 2614

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

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

Email: [Kevin.OFlaherty@redondo.org](mailto:Kevin.OFlaherty@redondo.org)

Address: 415 Diamond Street, Redondo Beach, CA 90277

**Brief Contract Description:**

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

Page 38 of 45



# FORMS TO ACCOMPANY PROPOSAL

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

Telephone Number: 760.435.4313

Contact Name: David Parsons, Division Chief/Fire Marshal

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

Email: dparsons@ci.oceanside.ca.us

Address: 300 North Coast Highway, Oceanside, CA 92054

## **Brief Contract Description:**

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

**Company Name:** Orange County Public Works

Telephone Number: 714.667.8843

Contact Name: Hadi Tabatabaee, Building Official

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

Email: Hadi.Tabatabaee@ocpw.ocgov.com

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

## **Brief Contract Description:**

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

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

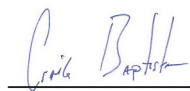
John Wayne Airport - BV's surveying personnel performed a field design survey along the western shoulder of the San Diego Freeway (Interstate 405) for the final engineering design of an exit ramp to the Main Street Parking Facility. Conventional cross sections were taken and were tied to the existing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

# FORMS TO ACCOMPANY PROPOSAL

## EX PARTE COMMUNICATIONS CERTIFICATION

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

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



Signature

Date: 3.20.2022

Craig Baptista, Vice President - Facilities Division, West Region

Print

OR

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

Signature

Date: \_\_\_\_\_

Print

# FORMS TO ACCOMPANY PROPOSAL

## DISCLOSURE OF GOVERNMENT POSITIONS

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

None



# FORMS TO ACCOMPANY PROPOSAL

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No X

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



# FORMS TO ACCOMPANY PROPOSAL



## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

*Craig Baptista*

Bidder/Applicant/Proposer

3.30.2021

Date

# APPENDIX



BUREAU

VERITAS

APPENDIX

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

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

APPENDIX

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

Education	Johnny has 27+ years of experience in the construction industry with a strong history of timely execution of large-scale initiatives involving many stakeholders. He is a seasoned leader having supervised teams of inspectors, project managers, architects, engineers, and designers with strengths in communication, management of customer relationships, strong budget oversight and control, and a deep knowledge of building, state, and local codes.
UCLA Construction Management	
Registrations/Certifications	
ICC Certified:	
Certified Building Official	
CA Commercial Building Inspector	
CA Residential Building Inspector	
CALGreen Inspector	
Certified Sustainability Professional	
Building Inspector	
OSHA 10 and 30 hour certified, FEMA	
100, 200, 700, & 800 Certified	
Professional Affiliations	
International Code Council (ICC):	
Code	
Development Committee	
ICC / CALBO Exam Development	
Committee	
ICC Pool Solar Heating and Cooling	
Standard Consensus Committee	
Member Elect - Building Officials	
Membership Council	
California Building Officials CALBO	
Training Institute (CTI) Committee	
National Green Building Standard	
Consensus Committee	
California Department of State	
Architects - Member Disabled Access	
for Electric Charging Vehicles	
Working	
Group	
California Building Officials (CALBO)	
County Building Officials	
Association of	
California	
Total Years of Experience	
27+	

Select Project Experience

Director of Operations

Bureau Veritas North America, Inc.

July 2021 - Present

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

Building Official/Senior Plans Examiner

Private Sector

February 2020 - July 2021

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

Assistant Director of Construction, Codes and Standards

Private Sector

2018 - 2019

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

Building Official

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

2003 – 2018

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





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CODE  
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Save Time on  
Energy Code  
Review and  
Approval!

Cannabis Facilities

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Applying the Codes to

Search Result:

1 records found.

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



# APPENDIX

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

### Education

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

### Registrations/Certifications

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

### Professional Affiliations

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

### Total Years of Experience

41+

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

### Select Project Experience

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

#### 2017 - Present

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

#### Building and Safety Services Director

City of Rancho Cucamonga, CA

#### 2002 - 2017

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

# APPENDIX



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

ISSUANCE DATE

JULY 22, 1983

EXPIRATION DATE

JUNE 30, 2022

CURRENT DATE / TIME

AUGUST 13, 2021  
1:23:32 PM

### LICENSING DETAILS FOR: 36627

**NAME:** HUYNH, TRANG QUOC

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR 

#### ADDRESS

9260 ROYAL PALM BLVD  
GARDEN GROVE CA 92841  
ORANGE COUNTY

[MAP](#)

APPENDIX

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

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

Education

M.S., Civil Engineering

Registrations/Certifications

Registered Civil Engineer License:  
#32884, CA

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

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

Professional Affiliations

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

Total Years of Experience  
40+

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

Select Project Experience

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

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

Chief Building Official  
City of Placentia, CA  
1985 - 2017

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

Plan Check Engineer  
City of Ontario, CA  
1984 - 1985

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

Project Engineer  
Central Consulting Engineering Services  
1982 - 1984

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



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

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

LICENSING DETAILS FOR: 32884

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

ADDRESS  
206 SPRINGVIEW  
IRVINE CA 92620  
ORANGE COUNTY  
MAP

 INTERNATIONAL CODE COUNCIL®





I-Code Essentials

2018 I-Code Essentials

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

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

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

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



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND  
GEOLOGISTS

ISSUANCE DATE  
FEBRUARY 7, 1997  
EXPIRATION DATE  
SEPTEMBER 30, 2022  
CURRENT DATE / TIME  
SEPTEMBER 9, 2021  
5:19:58 AM

LICENSING DETAILS FOR: 4078

NAME: HADIDI-TAMJED, HASSAN  
LICENSE TYPE: STRUCTURAL ENGINEER  
LICENSE STATUS: CLEAR

ADDRESS  
35 GOLF RIDGE DR  
DOVE CANYON CA 92679  
ORANGE COUNTY  
[MAP](#)

LICENSE RELATIONSHIPS

NAME: HADIDI-TAMJED, HASSAN  
LICENSE/REGISTRATION TYPE: CIVIL ENGINEER  
LICENSE NUMBER: 49136 PRIMARY STATUS: CLEAR

ADDRESS :  
35 GOLF RIDGE DR  
DOVE CANYON CA 92679  
ORANGE COUNTY  
[MAP](#)



ICC INTERNATIONAL  
CODE COUNCIL®



Save Time on  
Energy Code  
Review and  
Approval!

Search Result:

1 records found.

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



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

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

Education

Ph.D., Structural & Earthquake Engineering

Assistant Professor in Structural Engineering

M.S., Structural & Earthquake Engineering

B.S., Civil Engineering

Registrations/Certifications

Licensed Structural Engineer: CA, #S6042

Licensed Professional Engineer: CA, #74450

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

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

Total Years of Experience

11+

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

Select Project Experience

Design Review

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

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

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

Design Review

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

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

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



# APPENDIX



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

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

### LICENSING DETAILS FOR: 74450

**NAME:** KIM, SUNAI

**LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR

#### ADDRESS

7929 FORDHAM ROAD  
LOS ANGELES CA 90045  
LOS ANGELES COUNTY

[MAP](#)

### LICENSE RELATIONSHIPS

**NAME:** KIM, SUNAI

**LICENSE/REGISTRATION TYPE:** STRUCTURAL ENGINEER

**LICENSE NUMBER:** 6042 **PRIMARY STATUS:** CLEAR

#### ADDRESS :

7929 FORDHAM ROAD  
LOS ANGELES CA 90045  
LOS ANGELES COUNTY

[MAP](#)

# APPENDIX

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

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

### Education

B.S., Civil Engineering

### Registrations/Certifications

Registered Professional Engineer:

CA, #C43770

California Professional Land

Surveyor

California WQCB QSD/QSP

### Professional Affiliations

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

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

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

### Total Years of Experience

17+

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

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

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

### Select Project Experience

#### Civil Plan Review Engineer

Bureau Veritas North America, Inc.

2017 - Present

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

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

City of Rancho Cucamonga

2007 - 2017

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

#### Project Manager

#### Private Sector

2005 - 2007

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

# APPENDIX



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

### LICENSING DETAILS FOR: 43770

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

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

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



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

### LICENSING DETAILS FOR: 7649

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

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

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

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

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

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

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

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


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

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

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

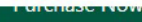
Performed complex and routine commercial, industrial and residential inspections for the County of Los Angeles Department of Public Works Building and Safety division. Ensured construction and installations conform to municipal, state and international construction code requirements. Reviewed plans for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

# APPENDIX



INTERNATIONAL  
CODE  
COUNCIL®

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I-Code Essentials

**2018 I-Code Essentials**

Explore code fundamentals using  
non-code language

IBC - IRC - IFC - IFBC

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



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

Registrations/Certifications

ICC Plan Reviewer

Residential Building Inspector

Total Years of Experience

35+

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

Select Project Experience

Deputy Inspector/Plans Designer

All Pro Designs


1987 - 2022

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

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



APPENDIX



About

Advocacy


Membership

Professional Development

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Codes

Store



I-Code Essentials

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

APPENDIX

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

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

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

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

Provides building inspections for jurisdictions in southern California.

Building Inspector  
City of Rancho Cucamonga  
2010 - 2020

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

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

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







## IAPMO Certifications

### IAPMO Certified Professionals Directory

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

APPENDIX

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

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

Education

M.S., Structural Engineering  
B.S., Civil Engineering

Registrations/Certifications

Licensed Professional Engineer: CA, #47490  
Licensed General Building Contractor: CA, #719799  
ICC Certified:  
Building Plans Examiner  
DSA: Certified Access Specialist # CASp-895

Professional Affiliations

Structural Engineers Association of Southern California (SEAOSC)  
International Code Council (ICC)  
Payment Card Industry (PCI)  
Australian Securities and Investments Commission (ASIC)  
California Association of School Psychologists (CASp)  
California Division of State Architect (DSA)

Total Years of Experience

32+

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

Select Project Experience  
Senior Plan Check Engineer  
City of Irvine  
2012 - 2019

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

Senior Plan Check Engineer  
City of Riverside  
1990 - 2012

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

# APPENDIX



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

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

### LICENSING DETAILS FOR: 47490

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

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



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### Search Result:

1 records found.

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

Excel

Show 50 rows

Search all columns:

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

# APPENDIX

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

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

### Education

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

A.S., Building Inspection Technologies

### Registrations/Certifications

California Registered Professional Engineer, Fire Protection Engineering

Professional Grade Member Society of Professional Engineers (SFPE)

Certificate in Fire Protection - University of California, Davis

Certificate in Building Inspection Technology

Certified Fire Protection Specialist, NFPA #1902

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

ICC Certified:

Certified Building Official

Certified Fire Marshal

Building Plans Examiner

Building Plans Examiner, UBC ICC

Certified Fire Plans Examiner I

Certified Fire Plans Examiner II

Certified Emergency First Responder Instructor Primary and Secondary

Care and AED

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

Certificate Fire Prevention 2B, CSFM Accredited Course

Certificate of Completion

Classification of Hazardous Materials, Fire Chiefs Association

### Total Years of Experience

24+

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

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

### Select Project Experience

Fire Plans Examiner and Inspector

Bureau Veritas North America, Inc.

2019 - Present

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

Deputy Fire Chief and Fire Marshal, Prevention

Truckee Meadows Fire Protection District

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



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND  
GEOLOGISTS

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

LICENSING DETAILS FOR: 1771

NAME: BEAVER, LISA MAE  
LICENSE TYPE: FIRE PROTECTION ENGINEER  
LICENSE STATUS: CLEAR   
ADDRESS  
58630 KEN RD  
BANDON OR 97411  
OUT OF STATE COUNTY  
[MAP](#)



APPENDIX

Jeffery Hartsuyker, Fire Plans Examiner and Inspector

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

Registrations/Certifications

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

Total Years of Experience  
31+

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

Select Project Experience

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

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

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

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



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

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



## Revised Cost Proposal

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

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

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

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

## Revised Cost Proposal

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

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

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

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

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

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

#### BACKGROUND

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

#### PURPOSE

It is the purpose of this Policy to:

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

#### POLICY

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

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

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

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

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

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

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
CSG CONSULTANTS, INC.**

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

**RECITALS**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City



Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### **3.0. TIME OF PERFORMANCE**

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

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

### **4.0. TERM AND TERMINATION**

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of receipt 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:

CSG Consultants, Inc.  
3707 W. Garden Grove Blvd., Suite 100  
Orange, CA 92868  
Tel: (714) 568-1010  
Attn: Khoa Duong, PE

### IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent 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 reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

[Signatures appear on following page.]



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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Stefano  
Fire Chief

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **SCOPE OF WORK**

### **Code Enforcement Staffing Services:**

#### ***Development Services Department***

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

### **Permit Technician Staffing Services:**

#### ***Development Services Department***

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

### **Inspection Services:**

#### ***Development Services Department (Building Division)***

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

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

### ***Fire Department***

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
3. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
4. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
5. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
6. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
7. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
8. Utilize City electronic and paper files to research related and/or previous cases.
9. Be available during an emergency or natural disaster to assist the City with inspection services.
10. Testify in court, if necessary.
11. Provide other duties as approved by the Fire Marshal

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format

(a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geo database or shape file format.

### **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.

## ***Public Services Department (Engineering and Transportation Services Divisions)***

1. Upon request of the Public Services Department, consultant shall assign regular office hours to plan review positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of the Standard Plans for Public Works Construction, the "Greenbook" specifications, Caltrans Standard Plans, Caltrans Specifications, City of Costa Mesa Standard Drawings, California Manual on Uniform Traffic Control Devices (CA-MUTCD),



and other applicable governmental codes and regulations. Also, must review for compliance with the City's Municipal Code, City's standards, county, and state ordinances and regulations.

3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
4. E-mail plan check corrections to the designated Public Services Department (Engineering Division and/or Transportation Services Division) staff and provide pertinent information required on applicable permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, construction type, etc.

**ATTACHMENT 1**  
**BUILDING PERMIT FEES**

**TABLE 1A-A – BUILDING PERMIT FEES**

	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



PROPOSAL TO THE

# City of Costa Mesa

FOR

**On-Call Inspections, Plan Review,  
and Staffing Services RFP #22-12**

PREPARED BY

**CSG Consultants, Inc.**

March 31, 2022



*Employee-Owned*

3707 West Garden Grove Blvd., #100, Orange, CA 92868  
phone 714.568.1010 | fax 714.568.1028 | [www.csgegr.com](http://www.csgegr.com)

**Foster City • Pleasanton • San Jose • Sacramento • Newman • Fresno • Orange**

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March 31, 2022

City of Costa Mesa  
77 Fair Dr.  
Costa Mesa, CA 92626

## RE: RFP for On-Call Inspections, Plan Review, and Staffing Services

**CSG Consultants, Inc. (CSG)** is pleased to present its proposal for on-call inspections, plan review, and staffing services to the City of Costa Mesa (City). To this work, our firm will bring:

- ▶ *specialized plan review, inspection, permit technician, and code enforcement expertise;*
- ▶ *an experienced team committed to delivering thorough, accurate, and timely services;*
- ▶ *and*
- ▶ *an experienced, responsive, customer care-focused project team*

CSG can readily provide these requested services with the proposed staff herein. All proposed staff are registered engineers and/or ICC certified, with additional qualifications including LEED, DSA, and CASp experience and certification. Many of our proposed staff members are cross-trained in multiple service levels, providing our clients with increased efficiency as well as the ability to provide on-call staffing depending upon the City's fluctuating needs.

CSG currently furnishes building and safety, public works, planning, fire prevention, code enforcement and other municipal services to over 250 clients including many nearby communities. We perform work solely for public agencies, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. We have a solutions-oriented approach to our work, leveraging our team's depth and breadth of experience and technical expertise to resolve issues for our clients.

Our regional office is in Orange and, with a reasonable lead time, we can be available for meetings at the City's Offices when requested. I will serve as the principle contact for this contract, and my contact information is as follows:

**Khoa Duong, PE** | *Vice President, Building Department*  
3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868  
714.568.1010 **phone** | 714.568.1028 **fax** | khoa@csgengr.com  
www.csgengr.com

Please feel free to contact me with any questions or comments you may have regarding our proposal. This proposal shall be valid for 180 days following submission. We look forward to the opportunity to provide on-call inspections, plan review, and staffing services to the City of Costa Mesa.

Sincerely,

Khoa Duong, PE  
Vice President, Building Department  
CSG Consultants, Inc.

# Background and Project Summary

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## BACKGROUND

To the City of Costa Mesa, our firm brings specialized expertise, knowledgeable and highly experienced staff, and proximity which facilitates communication and rapid response. As a proud partner working with many of the local communities and industry associations, CSG has successfully contributed to the fabric of community development services in the region.

## PROJECT UNDERSTANDING

CSG understands that the City's Development Services Department, Fire Department, and Public Services Department are seeking inspections, plan review, and staffing services on an as-needed basis for fiscal year 21-22. CSG can readily provide these services with the breadth and depth of staff identified in this proposal.

Specifically, the City is seeking consultant services to provide inspections, plan review, and staffing services as described in detail in Attachment A: Scope of Work in the RFP, and is summarized as follows. Our approach to delivering these services is described the Method and Approach section of our proposal and will meet the criteria and process requirements identified in the City's Attachment A: Scope of Work.

# Method of Approach

SECTION

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## APPROACH TO WORK

CSG's proposed team has been selected to best support the specific needs of City and will deliver exceptional service through its application of technical expertise, knowledge of municipal processes and procedures, efficient and effective customer care, and application of code compliance combined with innovative and helpful alternatives. Our extensive experience in furnishing comprehensive building and fire life safety services to jurisdictions provides a consistent, strong technical foundation to all projects. From providing leading-edge digital plan review and online plan check status reporting to delivering faster-than-scheduled turnaround times and code interpretations, CSG will deliver the highest quality services to the City of Costa Mesa. CSG's approach to work includes the following methodologies and key benefits:

- ▶ *A wealth of fully committed and qualified personnel.*
- ▶ *Customized, responsive services.*
- ▶ *Rapid turnarounds and expedited services.*
- ▶ *Leading-edge, cost-saving technology and methods.*
- ▶ *Environmentally friendly practices.*

## BUILDING & FIRE PLAN REVIEW SERVICES

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.

### Compliance Standards

Our engineers and plan reviewers carefully review all plans and documents for compliance with building codes, fire codes, energy conservation standards, and accessibility regulations adopted by the State of California, and all local policies and ordinances including but not limited to:

- ▶ *California Building Code, Volumes 1 and 2*
- ▶ *California Residential Code*
- ▶ *California Electrical Code*
- ▶ *California Plumbing Code*
- ▶ *California Mechanical Code*
- ▶ *California Fire Code*
- ▶ *California Energy Code*
- ▶ *California Green Building Standards Code (CALGreen)*
- ▶ *California Existing Building Code*
- ▶ *California Health and Safety Code*
- ▶ *National Fire Protection Association (NFPA) Standards as adopted and referenced by the State of California (California Code of Regulations, Title-19)*
- ▶ *State Historical Building Code*
- ▶ *NPDES/WQMP/SWPPP Compliance*
- ▶ *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies*

### Digital Plan Review

CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

Leading the field in  
digital plan review  
services for over 20  
years.

Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the agency will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other agency-approved means, enabling staff to immediately modify CSG's checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans at no additional cost.

In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—**with no size limitations**—directly to CSG via our web-based

application. Our application includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved.

Key features of our digital plan review service include:

- ▶ **Efficient.** Plans are pushed to plan review staff the same day they are received.
- ▶ **User-friendly.** CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.
- ▶ **Proven.** We have provided a digital plan review option to our clients for over 20 years.
- ▶ **Non-Proprietary.** CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.



### Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, agency staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check. **There is no additional**

**cost for this service.**

### Plans Pickup and Delivery

CSG will coordinate pickup and delivery of plans and other materials from/to the agency via CSG personnel or an approved alternative service.

### CASp Review Services

We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified team members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. In accordance with current regulations, CSG can provide CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations when requested.

## ZONING PLAN CHECK REVIEW SERVICES

CSG has expertise in the review of project plans to ensure compliance with General Plans, Specific Plans, and Municipal Code requirements, including Zoning Ordinances and Design standards. Additionally, we are adept in ensuring plans are compliant and consistent with all project conditions of approval and with any mitigation measure imposed pursuant to the California Environmental Quality Act (CEQA). We understand the City of Costa Mesa is seeking assistance with Zoning Review that includes zoning code compliance. CSG can also assist with additional miscellaneous services and tasks associated with Planning Department Plan Check Services and as otherwise may require plan check services.

CSG will work with city staff, project applicants, homeowners' associations, and other interested parties to ensure high-level customer service and communication is established and maintained throughout the project. As part of each project or application assigned, we will conduct a thorough compliance review of project plans, conduct meetings with city staff and the applicant, conduct site visits, coordinate with the City's interdepartmental review team, and

problem solve any critical issues. As part of managing each application, we further understand that a review of all requisite reports, resolutions, and other project application materials will be required to ensure that we are aware of requisite conditions of approval.

## **PUBLIC IMPROVEMENT PLAN CHECK REVIEW SERVICES**

CSG staff has participated in hundreds of successful plan review contracts for municipalities in California. A key to our success is the utilization of engineering staff with direct public agency experience in Public Works and site engineering for subdivisions and other types of land development projects.

To serve the needs of the City, CSG draws upon our staff consisting of civil engineers, project managers, professional licensed surveyors, and CASp certified staff members. Reviewers are state licensed, or directly supervised by state licensed staff. Once assigned a plan check, we will provide an initial review for completeness, verifying that plans include required City formatting, notes and title block. We will check that all necessary supporting documents are provided. The following is a detailed description of our approach to public improvement plan review.

### **Plan Review**

Review final maps, improvement plans, and landscape plans. Review includes evaluation of required records, studies, grading and improvement plan, and additional materials submitted by the design professional. Confirm that plans conform to City standard design criteria, conditions of approval, and infrastructure or other master plans.

- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. At the applicant's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- Although we understand that meetings will not be required, CSG is available to meet with the applicant/representative and City staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.
- Soils reports will be evaluated and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and detention.

- Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

## PLAN CHECK TURNAROUND TIMES

CSG strives to provide the highest quality and most timely service in the industry. We take pride in maintaining the requested plan review times for all our clients—even delivering faster than our own deadlines. Our goal is to approve code-complying projects and to move work quickly and successfully through jurisdictional processes. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner.

The following are CSG’s proposed plan check turnaround times:

TYPE OF REVIEW <sup>1</sup>	INITIAL REVIEW (BUSINESS DAYS) <sup>2</sup>	RE-CHECK (BUSINESS DAYS) <sup>2</sup>
Building Plan Review	10	5
Fire Plan Review	10	5
Public Improvement Plan Review	10	5
Transportation/Traffic Plan Review	10	5
Zoning Plan Review	10	5
Expedited	5	5

<sup>1</sup>Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City’s representative and negotiate additional time required to ensure an appropriate level of review.

<sup>2</sup> The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 3:00 PM. For a project that is received by CSG after 3:00 PM, the first working day will be the next business day.

### Expedited Plan Check Services

At the City’s request, we can perform plan check services on an accelerated schedule based on the fees indicated in our fee schedule.

## BUILDING & FIRE INSPECTION SERVICES

CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors who work with a team approach to ensure compliance with applicable codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field.

CSG offers virtual inspections utilizing Google Duo, FaceTime, Skype, MS Teams or other agency-preferred platform.



Key services include but are not limited to the following:

- ▶ *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- ▶ *Offering code interpretation and education*
- ▶ *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- ▶ *Addressing and resolving inquiries*
- ▶ *Maintaining records and files*
- ▶ *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

**CSG provides all vehicles, fuel, maintenance, and other equipment necessary for inspectors to carry out duties, with no additional charges.**

### **CASp Inspection Services**

To facilitate the City's compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.

## **PERMIT TECHNICIAN SERVICES**

CSG has highly qualified staff available to provide Permit Technician services. These frontline, first-response services are vital to the success of the entire building and safety permit process as they often set the tone for the applicant whether a homeowner, contractor, or design professional. CSG handpicks exceptionally qualified personnel who can function as seamless extensions of the agency's team, understand the importance of exemplary customer service, and have knowledge of the inner workings of building departments and thorough familiarity with the building application and permit process.

CSG's permit processing staff is trained in customer service and helping to facilitate and expedite the permit process. Our staff members can perform quick assessments of each customer's needs and ensure that they are served appropriately. They are familiar with State Contractors License Law and ensure that permits are issued to properly licensed contractors. CSG's permit technicians are also familiar with multiple permit software systems and will quickly gain proficiency with the software that has been customized for the City.

## **CODE ENFORCEMENT**

Code enforcement activities are a crucial service to ensure not only public health and safety but also to enhance economic development throughout a community. Blighted conditions such as graffiti on public and private properties, illegal dumping, vacant lots, overgrown vegetation, deteriorated building exteriors, missing or broken windows and screens, foreclosures, illegal signs, and inoperable vehicles all contribute to a community's deterioration. Municipal Code standards are enforced to ensure that communities remain attractive and safe. Well-kept communities help to maintain or increase property values, discourage crime and encourage quality development while preserving the overall quality of life in the community.

### **Qualifications & Capabilities**

CSG maintains experienced Code Enforcement Officers who are fully trained, licensed, and certified through the California Association of Code Enforcement Officers (CACEO) and the California Environmental Health Association (CEHA) for any code enforcement or health and safety challenges presented.

### Code Enforcement Supervision

CSG can provide interim staffing to oversee an agency's code enforcement personnel and day-to-day activities, ensuring, for example, that procedures are followed, caseloads are managed effectively, and that code enforcement officers work fairly and consistently with property owners and reporting parties. Our personnel are adept at serving as liaisons for Code Enforcement units when interacting with members of other departments. CSG Code Enforcement Managers are available to attend department and committee meetings and City Council meetings.. They are also available to assist code enforcement officers, law enforcement, and other City staff and representatives of other agencies on field visits when needed.

In addition, CSG personnel can review existing code enforcement programs test for efficiencies and help establish policies and procedures to facilitate the mission of the code enforcement unit.

### Code Enforcement Services

CSG's Code Enforcement Officers work to identify code violations and engage stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the agency. Examples of codes and ordinances enforced include:

- *Zoning, Building, Housing, Public Nuisance, and State Health & Safety codes*
- *Property Maintenance*
- *Special concerns such as noise abatement issues, business licensing and permits, work and safety regulations, short term rental enforcement, massage, and human trafficking, and marijuana dispensaries*



Our Code Enforcement Officers have extensive experience and skills in the following key areas:

- *Code enforcement program review and analysis*
- *Code enforcement inspections to encourage voluntary compliance*
- *Preparing administrative remedies including issuing notices of violations and citations*
- *Conducting administrative hearings*
- *Preparing program documentation and staff reports as well as committee and City Council presentations*
- *Testifying on behalf of clients in administrative hearings or criminal court*
- *License and permit application review and processing*
- *Coordination of activities with multiple departments*
- *Providing information on municipal regulations to property owners, residents, businesses, and the public, as well as for agency departments*
- *Meeting with property owners to obtain compliance*
- *Maintaining records of inspections using online databases such as Infor, Trakit, Accela, and Citizenserve*
- *Preparing files for criminal and/or civil code complaints*
- *Utilizing City electronic and paper files to research previous and/or related permits*

Although a majority of our results are gained by voluntary compliance, our services include a



full range of code enforcement activities, including:

- *Enforcing administrative abatements and managing receiverships*
- *Testifying in public hearings and court proceedings on behalf of the agency*
- *Facilitating settlement agreements*
- *Recommending changes to the code*
- *Appearing as expert witnesses*

## AVAILABILITY AND CUSTOMER SERVICE

We clearly understand the importance of our role in the success of the City and commit to providing project stakeholders and City staff with the highest level of service while functioning as a seamless extension of the City. We believe effective communication, responsiveness and an intense focus on customer service are essential to developing and continuing a successful working relationship between City staff, project stakeholders and CSG's team members.

### Office Hours and Meeting Availability

#### Plan Review

CSG plan checkers will be available for inquiries anytime during normal business hours via phone or email, Monday through Friday. Our plan checkers can typically respond to the City for all questions or requests generated during any plan review on the same day, but no later than the following day a request is received.

To assist the City, we can also meet in-person with City staff and project stakeholders or can utilize video conferencing with all parties involved. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well. Our designated Project Manager and/or technical staff will be available in-person for consultation and meetings with a reasonable lead time.

**We recognize the value of pre-design consultation and are available to provide this important service.**

#### Inspection

CSG inspectors are ready to provide services upon request to CSG's designated project manager. Inspection services would be provided Monday through Thursday between 7:00 am and 6:00 pm, and on Fridays 7:00 am to 12:00 pm. We are flexible and can alter our hours to meet the City's needs. Evening and weekend inspections for special construction needs can be accommodated with sufficient notice. CSG staff can typically respond to the City for all questions or requests generated during field inspections on the same day, but no later than the following day a request is received.

#### Permit Technicians

CSG permit technicians are available to provide counter coverage Monday through Thursday between the hours of 7:00 am and 6:00 pm.

#### Code Enforcement

CSG Code Enforcement Officers are available within normal working hours and at various times outside of these hours based on the needs of case investigation.

# Qualifications of the Firm

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**CSG Consultants, Inc.** (CSG) is an employee-owned California company with its local office in Orange and headquarters in Foster City, CA. Additional support is available from our other offices in Sacramento, Pleasanton, San Jose, Fresno, and Newman. Founded in 1991, **CSG performs work solely for public agencies**, eliminating the potential for conflicts of interest between developers and agencies. In this way, we can focus exclusively on the specific needs of our municipal clients.

**NAME OF FIRM:** CSG Consultants, Inc.

**PROJECT MANAGER:** **Khoa Duong, PE** | Vice President, Building Department  
(714) 568-1010 *office* • (714) 568-1028 *fax*  
khoa@csgengr.com

**LOCAL OFFICES:** 3707 W. Garden Grove Boulevard, Suite 100, **Orange**, CA 92868  
(714) 568-1010 *office* • (714) 568-1028 *fax*  
www.csgengr.com • csgstaff@csgengr.com

**HEADQUARTERS:** 550 Pilgrim Drive, **Foster City**, CA 94404  
(650) 522-2500 *phone* • (650) 522-2599 *fax*

**REGIONAL OFFICES:** 1303 J Street, #270, **Sacramento**, CA 95814  
3875 Hopyard Road, Suite 141, **Pleasanton**, CA 94588  
3150 Almaden Expressway, Suite 255, **San Jose**, CA 95118  
930 Fresno Street, **Newman**, CA 95360  
5151 N. Palm Avenue, Suite 530, **Fresno**, CA 93704

**YEARS IN BUSINESS:** 30 • Founded in 1991

**OWNERSHIP:** Employee-Owned

**EMPLOYEES:** 300+

**TYPE OF BUSINESS:** California Corporation • Incorporated June 15, 2000 •  
Federal ID: 91-2053749

## REFERENCES

We have provided references for which CSG has provided similar services to those requested by the City on the Company Profile & References form. Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require.

## RELEVANT PROJECT EXAMPLES

The following are examples of projects for which CSG has performed services similar to those requested by the City.

### BUILDING PLAN REVIEW & INSPECTION

#### **Los Angeles (NFL) Stadium & Performance Venue at Hollywood Park | City of Inglewood, CA**

The Los Angeles (NFL) Stadium at Hollywood Park located in the City of Inglewood has 70,000 fixed seats and has the flexibility to accommodate up to 100,000 seats. CSG performed review for the on-site improvements including grading, drainage and roadways. CSG also performed general building plan review including architectural, accessibility/ADA review, energy plan

review, and CALGreen review. Plan review tasks were performed according to the latest Federal, State, and local codes and regulations. In collaboration with the City of Inglewood, the program management team and the architect, CSG participated in meetings prior to plan submittal to address major code interpretation issues to provide for a seamless process during the review periods. CSG's team approach with the stakeholders has provided and continues to facilitate timely turnaround.

The Performance Venue of the Hollywood Park located in the City of Inglewood includes 6,000 seats. CSG performed general building plan review including architectural, accessibility/ADA review, energy plan review, CALGreen review, and review for on-site improvements and off-site public works improvement requirements. CSG worked alongside the City, project management team, and architects to provide fast turnaround times to keep up with the design-build pace of the project.

#### **Avion Project | City of Burbank, CA**

CSG performed structural review for the Avion project in Burbank. The project is a business park on approximately 60 acres of vacant land adjacent to the Burbank Bob Hope Airport consisting of the following components:

- ▶ *Six, two-story buildings for industrial/warehouse uses totaling 1,014,887 square feet;*
- ▶ *Nine, two-story buildings for creative office uses totaling 142,250 square feet;*
- ▶ *Two, one-story buildings for retail/restaurant uses totaling approximately 15,154 square feet;*
- ▶ *One hotel with 166 rooms*

#### **Star Wars: Galaxy's Edge, Disneyland | City of Anaheim, CA**

CSG performed plan review and building official services for the new Star Wars Land that encompasses 14 acres inside the current Disneyland Park in Anaheim. This land includes various shops, restaurants, and entertainment rides.

### **FIRE PLAN REVIEW & INSPECTION**

#### **Edward Life Sciences Campus Expansion in Irvine, CA | Orange County Fire Authority**

This project involved development of a new, multi-story research and development building and new parking structure totaling 272,000 square feet. CSG was the site and building fire protection systems and fire & life safety plan reviewer with OCFA.

#### **Great Wolf Lodge | City of Manteca, CA**

CSG provides all on-site fire and building inspections for this complex comprising a 510,000-square foot, 6-story, 500 room hotel; a 45,000 square foot family entertainment center; and a massive water park consisting of multiple 6-story water slides that start in the interior of the building, extend to the exterior, and then return to the interior. CSG's project manager provides on-site oversight as well as all RFI reviews for this 18-20-month project. Depending on the project's needs, CSG provides 2-4 full-time building and fire inspectors whose services include providing daily and weekly inspection reports.

## **PUBLIC IMPROVEMENT PLAN REVIEW**

### **Review of Various Developments | City of Beverly Hills, Burbank, Inglewood, CA (2013 – Present)**

CSG staff provides as needed development review for multiple jurisdictions throughout California. Services performed include review of grading & drainage, on-site improvement plans, and water & sewer plans. The rough and precise grading includes review of compliance with NPDES and Regional Water Resources Board requirements including review and approval of SWPPP and Erosion Control plans. The on-site improvements include parking lot lay-out, circulations and ADA accessibility compliance. CSG also provides landscaping plan review for compliance with efficient irrigation systems.

### **Monarch Bay Shoreline Development | City of San Leandro, CA**

CSG is currently assisting the City of San Leandro with Engineering Plan Review and Mapping Review for the “Monarch Bay” Shoreline project. This project is a Public/Private partnership between the City of San Leandro and Cal Coast Development to redevelop a 52-acre area surrounding the City’s existing marina. The redevelopment will include multi-family apartments, a hotel, a conference center, housing units, new restaurants, a new community library, a 25-acre passive public park, and almost 2 miles of Public promenade. To date, CSG has assisted the City’s Transportation and Engineering Department with general project management including preparation of the Development Agreement, attending community meetings and reviewing preliminary engineering and mapping plans. CSG will continue to provide project management as the development progresses as well as perform detailed engineering and mapping plan reviews.

### **Fort Ord Development | City Of Marina, CA**

Since 2009, CSG has supported the City with comprehensive development review for the development of 420 acres of former Fort Ord property that lies within the boundaries of the City of Marina. The project, for which a Specific Plan was developed, consists of mixed use (retail, entertainment, commercial, and live/work), regional retail, low-income housing, office/research/light industrial, and residential areas. The development also includes numerous public parks and a multi-modal corridor.

- **Sea Haven Subdivision** – multiphase residential subdivision on the former Fort Ord Site
- **The Promontory** - 174 unit student house adjacent to CSUMB Campus
- **Imjin Office Park** – 5 acre LEED certified civic center office site for Marina Coast Water District, Fort Ord Reuse Authority offices, Carpenters Union Local 605, and Bureau of Land Management

## **PLANNING PLAN REVIEW**

### **Review of Various Projects | City of Garden Grove, CA**

CSG planning staff provided plan check services for dozens of projects for the City of Garden Grove. More recent projects include a remodel and addition for a 10,000 square foot church with ancillary buildings, new construction for a 3,000 square foot medical office building, and new construction for an 8-unit single family dwelling development.

### **Fashion Outlets of Los Angeles | City of Carson , CA**

CSG planning staff provides plan check services for the Specific Plan’s first implementing projects for the 168-acre project which will consist of approximately 1,601,500 square feet of

regional and general commercial uses such as outlet retail and entertainment uses, approximately 1,250 residential units and two hotels containing 350 rooms.

#### **Raytheon Campus Retail Site - Nash Street Exchange | City of El Segundo, CA**

CSG planning staff managed all entitlements for the Nash Street Exchange, including Site Plan Review, Conditional Use Permit approval, map extensions and plan check. The Raytheon retail site is a 7.31 acre multi-use retail center site on the existing Raytheon campus within the El Segundo South Camous Specific Plan (ESSCSP). The proposed project would replace the parking lot formerly used by Raytheon during Phase 1 of ESSCSP. The project design incorporates comprehensive features for the site layout, building design, architecture, landscape, signage, lighting and sustainability to create a unique, campus-like setting.

### **CODE ENFORCEMENT**

#### **General Code Enforcement Services | Multiple CSG Client Agencies (examples below)**

##### **City of Fullerton & City of Desert Hot Springs**

CSG staff currently provides as-needed code enforcement services to the City of Fullerton and City of Desert Hot Springs.

##### **City of Marina, CA**

CSG has provided contractual code enforcement services for the City of Marina since 2007. Core services include general code enforcement throughout the City including responding to complaints, supporting the Chief Building Official in abating dangerous buildings and completing housing code inspections, as well as issuance of administrative citations to respondents who do not comply.

Other services include assisting the Planning Division in investigating zoning complaints and other violations of the Zoning Code, enforcing use permits and supporting the Engineering Department and Public Works Department in investigating violations of the Public Works Code, Storm Water regulation and supporting the enterprise-funded Airport Department in identifying and responding to violations that occur on airport property.

##### **County of Tuolumne, CA**

CSG was retained by Tuolumne County to provide code enforcement services including all phases of code enforcement including general code, building and permit violations, planning and cannabis regulation.

# Key Personnel

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CSG proposes the following staff and organizational structure for this project. **Khoa Duong, PE**, will serve as Project Manager and ensure adequate resources are applied as well as oversight and quality control at all levels. All building services will be directed out of our Orange office with additional resources available, if necessary, from our corporate or any of our regional offices. All proposed CSG staff are registered, ICC certified, with additional qualifications including LEED, DSA, CASp experience and certification. Key personnel are indicated with an asterisk (\*). Resumes for our proposed key personnel are provided on the following pages and copies of their certifications and additional resumes are provided in Section 11: Appendix. **No subconsultants will be utilized for this contract.**

## CITY OF COSTA MESA

### PROJECT MANAGER

**Khoa Duong, PE\***

*Project Manager, Vice President*

### BUILDING PLAN REVIEW

**Eric Haghani, MS, SE, PE, CBO\***  
*Principal Structural Engineer*

**Chi Tran, MS, SE, PE, CBO, CASp**  
*Principal Structural Engineer*

**Gerry Quast**  
*Building Plans Examiner*

**Mark Sallee**  
*Senior Plans Examiner*

**Mike Teemant, MCP, CBO**  
*Building Plans Examiner*

**Amir Hamidzadeh, PE, CBO, CASp**  
*Senior Plan Check Engineer*

**Richard Supan, PE, CBO, CFM**  
*Senior Plan Check Engineer*

**Kylie Gonsalves, PE**  
*Plan Check Engineer*

**Michael Leiendecker, CBO**  
*Building Plans Examiner*

**Frank Biangone**  
*Senior Plans Examiner*

### ENGINEERING PLAN REVIEW

**Peykan Abbassi, PE, LEED AP\***  
*Principal Engineer*

**Philip Dowty, PE**  
*Senior Engineer*

**Salem Garawi, PE**  
*Senior Engineer*

**Vernon Tabirara, PE**  
*Senior Engineer*

**Son Hoang, EIT**  
*Associate Engineer*

**Jeff Lee, EIT**  
*Associate Engineer*

**David Rubcic, PE, PLS**  
*Senior Project Manager*

### ZONING PLAN REVIEW

**Bradley Misner, AICP**  
*Principal Planner*

**Leila Carver, PTP**  
*Senior Planner*

**Nancy Mith**  
*Associate Planner*

**Krystal Sanchez**  
*Assistant Planner*

### CODE ENFORCEMENT

**Gary Kornahrens, CCEO\***  
*Senior Code Enforcement Officer*

**Steven Livings**  
*Code Enforcement Officer II*

**Martha Villasenor**  
*Code Enforcement Officer II*

**Kathy Schooley**  
*Code Enforcement Officer II*

### BUILDING INSPECTION

**Mark Carnahan, CBO**  
*Building Inspection Supervisor*

**Lance Miller, CBO**  
*Senior Building Inspector*

**Jim DiMaria**  
*Building Inspector I*

**Noah Zalinski**  
*Building Inspector*

### FIRE INSPECTION

**William Kho**  
*Senior Fire Services Inspector*

### FIRE PLAN REVIEW

**Jason Walsh**  
*Fire Services Specialist*

**Kurt Johnson**  
*Fire Services Specialist*

**Sandie Hastings**  
*Fire Services Specialist*

### PERMIT TECHNICIAN

**Christina Velez**  
*Permit Technician I*

**Daisy Ramos**  
*Permit Technician*

# Khoa Duong PE

## Vice President, Building Services

### LICENSES & CERTIFICATIONS

Professional Engineer,  
State of California  
| 43901

Professional Engineer,  
State of Nevada  
| 013620

Certified Plans Examiner  
| ICC 0840436-B3

Professional Engineer,  
State of Washington  
| 27237

### EDUCATION

Bachelor of Science, Civil Engineering  
California Polytechnic State University  
| Pomona, CA

Mr. Duong serves as CSG's Building Services Manager in Southern California and performs the key role of plan review quality control. With more than 36 years of experience in building plan review, including onsite plan check engineer services, Mr. Duong ensures that CSG's clients receive the highest quality plan review services. Prior to joining CSG, Mr. Duong worked in both the public and private sectors.

Mr. Duong's expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations.

### RELEVANT EXPERIENCE

#### Building Services Manager and Plan Check Engineer | Multiple CSG Client Agencies

Mr. Duong manages CSG's Southern California plan review team and provides on and off-site Plan Review Engineer services for numerous jurisdictions throughout California. Mr. Duong performed structural plan check and non-structural MEP, energy, as well as ADA reviews for commercial, industrial, and residential structures.

#### Supervising Plan Review Engineer | Willdan

Mr. Duong was responsible for the day-to-day operations of the plan review section in the San Bernardino office and served as plan review engineer for numerous cities and counties throughout California and Nevada.

#### Vice President in charge of Plan Review | Berryman & Henigar

Mr. Duong managed the plan review team for over 10 years.

#### Plan Review Engineer | City of San Diego, CA

### NOTABLE PROJECT EXPERIENCE

Pacific City | City of Huntington Beach, CA

Inglewood Market Gateway | City of Inglewood, CA

Bolsa Row | City of Westminster, CA

Sofi Stadium & Performance Venue | City of Inglewood, CA

Town & Country Manor | City of Santa Ana, CA

Ganahl Lumber | City of San Juan Capistrano, CA

Hollywood Park Casino & Parking Structure | City of Inglewood, CA

Waterfront Hilton Hotel – Expansion | City of Huntington Beach, CA

Paséa Hotel & Spa | City of Huntington Beach, CA

Jackson Rancheria Casino | The Jackson Rancheria Band of Miwuk Indians, CA



# Eric Haghani MS, PE, SE, CBO

## Building Official / Structural Engineer

### LICENSES & CERTIFICATIONS

Professional Structural Engineering  
| S4079

Professional Civil Engineering  
| C42200

Certified Building Official  
Certified Plans Examiner  
| ICC 253530

### EDUCATION

Master of Engineering, Civil  
Engineering  
California State Polytechnic University  
| Pomona, CA

Bachelor of Science, Civil Engineering  
California State Polytechnic University  
| Pomona, CA

### PROFESSIONAL AFFILIATIONS

Structural Engineer Association of  
Southern California (SEAOSC)

International Code Council (ICC)

### AWARDS | HONORS

Mayor's Award for obtaining  
\$3,000,000 FEMA Grant for Huntington  
Beach City Hall's Seismic Retrofit  
| City of Huntington Beach, CA

Mayor's *Employee of the Month* Award  
| City of Dana Point

Mr. Haghani provides plan review, structural plan review and Building Official services on behalf of CSG. He is a highly skilled professional who has a proven ability to work effectively with others under a broad range of conditions and varying environments. His significant experience, sound educational background and positive personal qualities provide excellent qualifications as a Building Official. Mr. Haghani's skills includes being quality-conscious and dedicated to producing quality results; excellent communication, interpersonal & problem-solving skills; and customer service.

### RELEVANT EXPERIENCE

#### Building Division Manager | City of Huntington Beach, CA

Mr. Haghani's duties included: Overseeing the operations, services, and activities of the Building Division within the Community Development Department and serving as the City's Building Official; developing and implementing division goals and objectives, administering the division budget, monitoring expenditures, and directing the plan review of complex buildings and structures to determine compliance with pertinent codes, requirements, and standards.

#### Building Official & Senior Structural Engineer | City of Dana Point, CA

Mr. Haghani's duties included: Overall management of the Building Division as the Building Official and the Sr. Structural Engineer; handling architectural and structural plan evaluation; monitoring inspection and permit staffs; assigning and scheduling workflow/projects; and mentoring, training, supervising, and evaluating staff members.

#### Plan Check Engineer | City of Huntington Beach, CA

Mr. Haghani's duties included: Providing comprehensive technical review of plans, specifications and calculations for life-safety, structural integrity, disabled access, and applicable code compliance; and supervising Permit and Plan Check Services Division of the Building and Safety Department in the absence of the Division Head and Manager.

#### Plan Check Engineer | City of Santa Monica, CA

Mr. Haghani's reviewed complex architectural and structural drawings, structural calculations, and engineering reports for compliance with construction codes, local ordinances, and state laws.

#### Structural Project Engineer | Various Private Companies

Mr. Haghani executed daily operations of various commercial & residential projects, including hiring, supervision, and mentoring of junior staff engineers.



# Peykan Abbassi PE

## Principal Engineer

### LICENSES & CERTIFICATIONS

Professional Civil Engineer  
State of California | 51996

LEED AP Certificate

United States Green Building Council

Project Management Certificate

Bureau of Engineering

City of Los Angeles

Certificate in Effective Negotiation

Karrass Institute

### EDUCATION

Master of Science, Civil Engineering  
University of Southern California

Bachelor of Science, Civil Engineering  
University of Southern California

### PROFESSIONAL AFFILIATIONS

APWA member

ASCE member

Mr. Abbassi is an experienced executive level leader for large programs in Public Works, Transportation, Development and Municipal Engineering. Through creation of a team environment and project ownership atmosphere he achieved outcomes above and beyond the expected performance levels. He consistently developed cohesive management teams, established and monitored short-range and long-range goals, budgets, and schedules. Mr. Abbassi has worked with regulatory agencies such as Army Corps of Engineers, California Coastal Commission, and California Department of Fish and Game, and has engaged with development firms to reach common grounds.

### RELEVANT EXPERIENCE

#### City Engineer | City of Half Moon Bay, CA

Mr. Abbassi was responsible for complex and technical tasks related to capital infrastructure, utilities, traffic studies and management, land development and other public works-related projects and programs ensuring compliance with all codes and regulations. His work included managing consultants for storm drain and sewer master plans as well as design consultants for the Capital Improvement Projects. Under his supervision, the City developed a comprehensive and robust 5-year capital program. It included a new Net Zero and LEED certified library as well as Highway 1 "Safety and Operational Improvements" projects. Mr. Abbassi assisted the City with its Solid Waste contract as well managing activities with the JPA for the Wastewater Treatment Facility and pumping plants throughout the City.

#### Chief Development Officer | North County Transit District (NCTD)

Mr. Abbassi was responsible for directing and managing the activities of the Development Services Division (DSD) comprised of Engineering and Capital Programs, Facility, Real Estate, Maintenance of Way Departments and Signals and systems including Positive Train Control. The Engineering department performed the oversight of the work performed by SANDAG (San Diego Association of Governments) on LOSSAN Corridor capacity enhancement (double tracking the railroad right of way) and the replacement of 22 bridges in the 60 miles of right of way. In addition, Development Services Division collaborated with the Planning Division in advancing efforts for Transit Oriented Development (TOD) projects in NCTD right-of-way.

#### Project Manager | City of Los Angeles

Coordination, review and approval of Metropolitan Transportation Authority's EXPO II, and Regional Connector projects and their interface with the City's infrastructures and facilities. Reviewed the preliminary design and RFP, coordination with the Design/Build contractors and their consultants through completion of design and approval of the projects' plans for construction. Closely managed the MTA's projects interface with the City of Los Angeles, coordinated deliverables with the City's departments, to ensure accurate and timely execution of public improvements, in accordance with the prescribed standards, and uninterrupted and safe service delivery to the public.

#### Private Development Plan Checking Group | West Los Angeles District Office, City of Los Angeles, CA

Mr. Abbassi helped establish Public Works Improvement Requirements and Conditions for Subdivision and Land Use projects; these included street, storm drain, sanitary sewer, grading, erosion control and review of Environmental Impact Report (EIR), preparation and review of construction bonds documents for improvements in conjunction with private development projects. Led and directed the group responsible for the issuance of over 500 private development projects' plan check permits and construction.

# Gary Kornahrens CCEO

## Senior Code Enforcement Officer

### LICENSES & CERTIFICATIONS

CACEO Certified California Code Enforcement Officer (CCEO) with Basic, Intermediate, and Advanced certificates

Peace Officer Standards Training (POST):

Reserve Officer I

Leadership & Development (250 hours)

PC 832 Arrest, Search & Seizure

PC 832 Firearms Familiarization

### EDUCATION

General Education, Chabot Community College

| Hayward, CA

Public Administration, California State University Hayward

| Hayward, CA

Reserve Police Academy, College of San Mateo

| San Mateo, CA

### PROFESSIONAL AFFILIATIONS

Abandoned Vehicle Abatement Service Authority  
| (AVASA)

Silicon Valley Animal Control Spay and Neuter Committee

TAGNET Anti-Graffiti Task Force

Mr. Kornahrens is a senior code enforcement officer for CSG, and has provided service to the Cities of San Rafael, Campbell, Sunnyvale, Saratoga, and the Town of Woodside. Mr. Kornahrens has over 40 years of law enforcement experience, including 26 years as a Code Enforcement Officer with the City of Cupertino, and another 8 years with CSG. Additionally, Mr. Kornahrens has 5 years direct experience conducting Administrative Hearings including hearings for the Cities of Fremont, Union City, San Rafael, Lathrop, Napa, Salinas, Ceres, and the Los Rios Community College District. He has served on several boards and commissions including serving three terms on the Abandoned Vehicle Abatement Service Authority (AVASA) and service on the TAGNET Anti-Graffiti Task Force. Mr. Kornahrens has completed the 250-hour POST certified Santa Clara County Sheriff's Leadership and Development class.

### RELEVANT EXPERIENCE

#### CSG Code Enforcement Officer | County of San Joaquin, CA

Mr. Kornahrens assisted in the review of the County's Code Enforcement program.

#### CSG Code Enforcement Officer | Town of Woodside, CA

Mr. Kornahrens has been the established Code Enforcement Officer for over 3 ½ years enforcing all facets of the municipal code, primarily health & safety and building violations.

#### CSG Code Enforcement Officer | Cities of Sunnyvale and Saratoga, CA

Mr. Kornahrens enforced the Municipal Code for these agencies.

#### CSG Code Enforcement Officer | City of Campbell, CA

Mr. Kornahrens addressed aged cases in attempts to reduce their case backlog and was the City's full-time code enforcement handling current cases.

#### CSG Massage Establishment Ordinance Enforcement Program | City of San Rafael, CA

Mr. Kornahrens represented the City of San Rafael as a regulatory officer in the Massage Establishment Ordinance Enforcement Program. He was one of the original members who implemented and initiated the program.

### ADDITIONAL RELATED EXPERIENCE

#### Senior Code Enforcement Officer | City of Cupertino, CA

As both Senior Code Enforcement Officer and Supervisor, Mr. Kornahrens enforced the Municipal Code for the City of Cupertino.

#### Reserve Deputy | Santa Clara County Sheriff's Department

Mr. Kornahrens was assigned to the County's Transit Patrol Division.

#### Reserve Police Officer | Mountain View Police Department

Mr. Kornahrens performed solo patrol of an assigned beat within the City of Mountain View.

#### Community Services Officer | Mountain View Police Department

Mr. Kornahrens was responsible for both parking enforcement and equipment maintenance scheduling.

#### Correctional Officer and Reserve Police Officer | Hayward Police Department

Mr. Kornahrens performed custodial care of the prisoners and solo patrol of an assigned beat within the City.

#### School Security Agent | Hayward Unified School District

Mr. Kornahrens patrolled over 40 school campuses.

#### School Security Agent | San Leandro Public School District

Mr. Kornahrens was assigned as a high school campus supervisor.

## Cost Proposal

SECTION

6

CSG's fee schedule for the proposed services is provided as a separate submittal for the City's review.

## Financial Capacity

SECTION

7

CSG formed in the early 1990's and is an employee-owned, multi-disciplinary engineering firm. CSG has a very stable economic base and workforce as a result of its two primary and complementary service lines, building/fire department services and engineering. CSG tripled its size over the past eight years, both in revenue and staff size, with nearly 300 employees serving customers throughout California and Nevada. The company's compensation and benefit plans are some of the most generous in the industry, which helps CSG maintain very low staff turnover. CSG is debt-free and has a commercial bank line of credit that it uses occasionally. The Company is well-positioned to service the City of Costa Mesa. Upon selection for this work, CSG can provide further details regarding its financial stability upon request from the City.

## Disclosure

SECTION

8

CSG does not have any past or current business, personal, or familial relationships with any current City of Costa Mesa official, appointed official, or city employee.

## Sample Professional Service Agreement

SECTION

9

We have reviewed the Sample Professional Services agreement and proposes the following modifications for the City's consideration.

- Paragraph 1.3, lines 1 and 2 – Delete “complete satisfaction of the City” and substitute “standard of care described in Paragraph 1.2”
- Paragraph 1.3 (b) – Delete “at no additional fee”.
- Paragraph 4.3, line 2 – Insert “receipt of” before “City's”.
- Paragraph 6.9, line 4 – Insert “to the extent” before “arising” and insert “negligent” before “performance”.
- Paragraph 6.9, lines 5 to 12 – Delete the sentence beginning “The defense obligation...” and ending “to be liable.”
- Paragraph 6.16, line 6 – Delete “to the sole satisfaction of City”.

## Checklist of Forms

SECTION

10

The following forms have been completed and are provided on the following pages:

- |  |  |
|--|--|
| • <i>Vendor Application Form</i>             | • <i>Disqualifications Questionnaire</i> |
| • <i>Company Profile &amp; References</i>    | • <i>Bidder/Applicant/Contractor</i>     |
| • <i>Ex Parte Communications Certificate</i> | • <i>Campaign Contribution</i>           |
| • <i>Disclosure of Government Positions</i>  |  |

## Appendix: Additional Resumes

SECTION

11

Detailed resumes for our proposed staff are provided on the pages following completed copies of the City's requested forms.



**VENDOR APPLICATION FORM  
FOR  
RFP No. 22-12 ON-CALL INSPECTIONS,  
PLAN REVIEW, AND STAFFING SERVICES**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

*Staffing Services*

☒ Code Enforcement

☒ Permit Technician

*Inspection Services*

☒ Building (Development Services)

☒ Fire

☐ Public Services

*Plan Check Services*

☒ Building (Development Services)

☒ Fire

☒ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☐ No

Legal Contractual Name of Corporation: CSG Consultants, Inc.

Contact Person for Agreement: Khoa Duong, PE

Title: Vice President, Building Services E-Mail Address: khoa@csgengr.com

Business Telephone: 714-568-1010 Business Fax: 714-568-1028

Corporate Mailing Address: 3707 W. Garden Grove Blvd, Suite 100

City, State and Zip Code: Orange, CA 92868

Contact Person for Proposals: Khoa Duong, PE

Title: Vice President, Building Services E-Mail Address: khoa@csgengr.com

Business Telephone: 714-568-1010 Business Fax: 714-568-1028

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
Cyrus Kianpour	President	650-522-2500
Nourdin Khayata	Vice President	650-522-2500
Charles Rider	Vice President	650-522-2500
Bradley Donohue	Vice President	650-757-8888
Khoa Duong	Vice President	714-568-1010

Federal Tax Identification Number: 91-2053749

City of Costa Mesa Business License Number: 38161

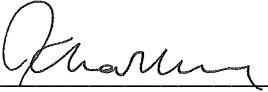
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: Currently deactivated but can be renewed if awarded the contract.

## 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 31, 2022

Khoa Duong, PE  
\_\_\_\_\_  
**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No   X  

If the answer is yes, explain the circumstances in the following space.



## **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): S Corporation

Active licenses issued by the California State Contractor's License Board:

Business Address: 550 Pilgrim Drive, Foster City, CA 94404 (Headquarters)  
3707 W. Garden Grove Blvd, Suite 100, Orange, CA, 92868

Website Address: csgengr.com

Telephone Number: 650-522-2500

Facsimile Number: 650-522-2599

Email Address: info@csgengr.com

Length of time the firm has been in business: 30 years

Length of time at current location: 21 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: 91-2053749

Regular Business Hours: Monday - Friday 8am - 5pm

Regular holidays and hours when business is closed: Weekends and Federal Holidays

### Contact person in reference to this solicitation: Khoa Duong, PE

Telephone Number: 714-568-1010

Facsimile Number: 714-568-1028

Email Address: khoa@csgengr.com

### Contact person for accounts payable: Susan Seto

Telephone Number: 650-522-2500

Facsimile Number: 650-522-2599

Email Address: accountingshared@csgengr.com

### Name of Project Manager: Khoa Duong, PE

Telephone Number: 714-568-1010

Facsimile Number: 714-568-1028

Email Address: khoa@csgengr.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 Tustin

Contact Name: Mariam Madjlessi, Deputy Building Official

Contract Amount: Contract amount can be provided upon request from the City.

Email: mmadjlessi@tustinca.org // 714-573-3109

Address: 300 Centennial Way, Tustin, CA 92870

Brief Contract Description: CSG provides Building Plan Review and Inspection, Building Official, & Permit Technician Services

**Company Name:** City of Anaheim

Telephone Number: 714-765-5152 ext. 5761

Contact Name: Terry Alford, Building Official

Contract Amount: Contract amount can be provided upon request from the City.

Email: talford@anaheim.net

Address: 200 S. Anaheim Blvd, Anaheim, CA 92805

Brief Contract Description: Building and Fire Plan Check and Inspection, & Permit Technician Services

**Company Name:** City of Fullerton

Telephone Number: 714-773-7599

Contact Name: Timothy Tran, Building Official

Contract Amount: Contract amount can be provided upon request from the City.

Email: timothy.tran@cityoffullerton@com

Address: 303 W. Commonwealth Ave., Fullerton, CA 92832

Brief Contract Description: Building and Fire Plan Review and Inspection, Building Official, Permit Technician, and Code Enforcement Services

**Company Name:** City of Santa Ana

Telephone Number: 714-647-5866

Contact Name: Jason Kwak

Contract Amount: Contract amount can be provided upon request from the City.

Email: jkwak@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana, CA 92701

Brief Contract Description: Building Plan Review Services

**Company Name:** City of Garden Grove

Telephone Number: 714-741-5312

Contact Name: Lee Marino, Planning Services Manager

Contract Amount: Contract amount can be provided upon request from the City.

Email: leem@ci.garden-grove.ca.us

Address: 11222 Acacia Parkway, Garden Grove, CA 92840

Brief Contract Description: On-Call Planning Services



## 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.

Khoa Duong, PE  
Vice President, CSG Consultants, Inc.

Bidder/Applicant/Proposer

March 31, 2022

Date

Certified under this name	City	State	Certificates
Khoa Duong	Santa Ana	CA	Building Plans Examiner (expires 10/30/2023) California Building Plans Examiner (expires 07/20/2024)



**DUONG, KHOA NGHIEP**

**LICENSE NUMBER:** [43901](#) **LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR  **EXPIRATION DATE:** JUNE 30, 2023

**SECONDARY STATUS:** N/A

**CITY:** SANTA ANA **STATE:** CALIFORNIA **COUNTY:** ORANGE **ZIP:** 92704



# INTERNATIONAL CODE COUNCIL

## MOHAMMAD HAGHANI

*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 12, 2017*

Certificate No. 253530

A handwritten signature in cursive script, appearing to read "Cindy Davis".

**Cindy Davis, CBO**  
President, Board of Directors

A handwritten signature in cursive script, appearing to read "Dominic Sims".

**Dominic Sims, CBO**  
Chief Executive Officer





# INTERNATIONAL CODE COUNCIL

## MOHAMMAD HAGHANI

*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:*

### California Building Plans Examiner

*Given this day October 30, 2008*

A handwritten signature in cursive script, appearing to read "Cindy Davis".

**Cindy Davis, CBO**  
President, Board of Directors

Certificate No. 253530

A handwritten signature in cursive script, appearing to read "Dominic Sims".

**Dominic Sims, CBO**  
Chief Executive Officer







STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS



This Is To Certify That Pursuant  
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

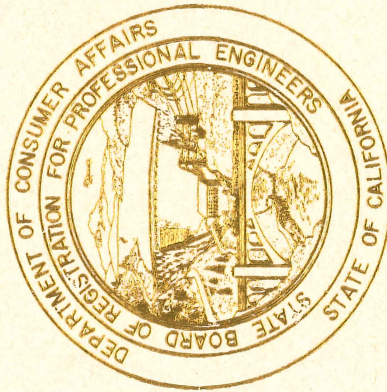
**Mohammad Eir Taghani**

IS DULY REGISTERED AS A  
**PROFESSIONAL ENGINEER**

IN

**Civil Engineering**

In The State of California, and Is Entitled To All The Rights and  
Privileges Conferred In Said Code



WITNESS OUR HAND AND SEAL  
CERTIFICATE **42200**

THIS **21** DAY OF **August 1987**

STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS

*Harlene Stump*  
EXECUTIVE OFFICER

*Sam Dorey*  
PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR  
INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS



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

02/10/21  
02/10/21

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](http://www.bpelsg.ca.gov)



CUT HERE

## I M P O R T A N T

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.

CERTIFICATE NO.

C 51996

PEYKAN ABBASSI

4216 NOGALES DR

TARZANA CA 91356

CIVIL ENGINEER

EXPIRATION

12/31/22

PEYKAN ABBASSI

Signature

RECEIPT NO.

10400309

CERTIFICATE NO.

C 51996

EXPIRATION DATE

12/31/22

RECEIPT NO.

10400309

This is your receipt. Please save for your records.

516



# California Association of Code Enforcement Officers

This certifies that

**Gary Kornahrens, CCEO**

has completed all necessary requirements and having exhibited exemplary knowledge and dedication to the profession has renewed the designation of

## Certified Code Enforcement Officer

Date awarded: 12/7/2021

Valid through: 12/31/2024

Certification Number: 31294324



William Hixson, Executive Director

Jamie Zeller, CCEO, President

# Chi Tran SE, CBO, CASp

## Building Official / Senior Plan Check Engineer

### LICENSES & CERTIFICATIONS

Structural Engineer  
State of CA | 2728

Civil Engineer  
State of CA | 33643

Civil Engineer  
State of NV | 22985

Certified Building Official

Certified Building Plans Examiner  
| 1061872

Certified Access Specialist

### EDUCATION

Master of Science, Civil Engineering  
| California Polytechnic University

Bachelor of Science, Civil Engineering  
| California Polytechnic University

Master's in business administration  
| California Polytechnic University

### PROFESSIONAL AFFILIATIONS

California Building Officials Association  
(CALBO)

International Code Council

Mr. Tran provides professional structural engineering and Building Official services for CSG Consultants and its clients. He brings over 30 years of experience in the building industry, in-depth knowledge of both the California and International Building Code, and experience in all forms of structural construction, including steel, concrete, masonry, timber, and light-gauge steel materials. Mr. Tran has worked for the County of Orange in various capacities including plan check supervisor, project engineer and Building Official. Through his experience in these roles, Mr. Tran developed a thorough working knowledge of the functions of the Building Department. Mr. Tran's expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations.

### RELEVANT EXPERIENCE

#### Plan Check Manager | City of Anaheim, CA

Mr. Tran's responsibilities included: assigning plans to plan check engineers and follow-up to meet turnaround time; working with permit applicants, architects/engineers and plan check engineers to resolve code compliance issues; reviewing alternatives and making recommendations for approval on code modification requests; and providing inspectors, permit applicants, architects/engineers information on code requirements.

#### Senior Plan Check Engineer | City of Yorba Linda, CA

As a senior plan check engineer for the City, Mr. Tran reviewed building plans for code compliance, reviewed alternatives and made recommendations for approval on code modification requests, and provided inspectors, permit applicants, architects/engineers information on code requirements.

#### Building Official | City of Fullerton, CA

As a building official, Mr. Tran provided the following services: Working with permit applicants, architects/engineers and plan check engineers to resolve code compliance issues; issuing code interpretations/policies and approving code modifications; and performing site visits with building inspection staff to make final determination on construction problems for code compliance.

#### Building Official | City of Dana Point, CA

As a building official, Mr. Tran provided the following services: Working with permit applicants, architects/engineers and plan check engineers to resolve code compliance issues; issuing code interpretations/policies and approving code modifications; and performing site visits with building inspection staff to make final determination on construction problems for code compliance.

#### County Building Official, Plan Check Engineer & Project Engineer | County of Orange, CA

Mr. Tran worked as a County employee with increasing responsibilities and promotions for over 33 years. He was the County Building Official during his last 10 years.

### NOTABLE PROJECT EXPERIENCE

#### Sofi Stadium & Performance Venue | City of Inglewood, CA

#### Hollywood Park Casino & Parking Structure | City of Inglewood, CA

#### Self-Storage Facility | City of Inglewood, CA

#### Ritz Carlton Resort and Hotel | City of Laguna Niguel, CA

#### Pelican Hill Resort and Hotel | City of Newport Beach, CA

#### 7-Story Coldwell Bank Office Building | City of Lake Forest, CA

#### John Wayne Airport Terminal Building and Parking Structures | City of Santa Ana, CA

#### 7-Story Orange County Juvenile Court Building | City of Orange, CA

#### Theo Lacy Jail and Juvenile Hall | City of Orange, CA



# Gerald Quast

## Senior Plans Examiner

### LICENSES & CERTIFICATIONS

Certified Energy Plans Examiner,  
Non-Residential  
California Energy Commission  
| NRE-98-1001

Certified Energy Plans Examiner,  
Residential  
California Energy Commission  
| RES-93-1016

IAPMO Certified Mechanical Inspector

IAPMO Certified Plumbing Inspector

### EDUCATION

Associate of Arts Degree  
Coastline Community College  
| Fountain Valley, CA

Mr. Quast joins CSG as a plans examiner and provides plumbing and mechanical plan review for our public agency clients. He brings with him over 30 years of Public Agency experience providing inspection and plan check services for the City of Anaheim.

### RELEVANT EXPERIENCE

#### Plumbing / Mechanical Plans Examiner | City of Anaheim, CA

Mr. Quast most recently served as the plumbing/mechanical plans examiner for the City of Anaheim. Beginning his Public Agency career as a combination building inspector, he transitioned to the Plan Check Section, and while providing plans examiner services to the City, Mr. Quast was also the staff training coordinator for eight years. During his time at Anaheim, he provided plumbing and mechanical plan check services for such projects as the Anaheim Arena, the Anaheim Stadium Expansion, several Anaheim Convention Center Expansions, the downtown ice hockey rinks, and numerous redevelopment projects. He has also reviewed plans for numerous Hotel/Motel and high-density residential developments, office buildings, parking structures, tenant improvements and warehouse projects, and numerous Resort District and amusement park expansions.

#### Construction & Building Codes Instructor | Fullerton Community College & Coastline Community College

Mr. Quast brings over 28 years of experience as a community college instructor, delivering construction and building code courses for Fullerton and Coastline Community Colleges. While teaching plumbing, mechanical, and building codes, Title 24 Accessibility/Energy, basic code enforcement, and blueprint reading, he has also delivered training seminars for CALBO, ICC, and IAPMO Chapters.

#### Plumbing Apprenticeship/Journeyman Training | Plumbing Contracting

Mr. Quast previously worked with a residential and commercial plumbing company for 15 years. After completing a 5-year California State plumbing apprenticeship program, he worked as journeyman and foreman, as well as in labor-supervision, estimation, purchasing, and as a corporate officer before becoming a plumbing contractor.

### NOTABLE PROJECT EXPERIENCE

#### Sofi Stadium & Performance Venue | City of Inglewood, CA

# Mark Sallee

## Senior Plans Examiner

### LICENSES & CERTIFICATIONS

Building Inspector  
Electrical Inspector  
Plumbing Inspector  
| ICC 1026285  
State of California Contractor's License  
C-10  
| 387649

Mark Sallee serves as a Senior Plans Examiner for CSG and its clients. He has over 40 years of experience in the construction industry, 21 of which were as a City of Anaheim employee performing building inspection and plans examiner services. Mr. Sallee's thorough knowledge of the code and plan review and inspection processes allow him to provide the highest quality of services to our clients.

### RELEVANT EXPERIENCE

#### Plans Examiner II | City of Anaheim, CA

As a Plans Examiner II, Mr. Sallee performed the following duties: Reviewing commercial, residential, hotel and institutional electrical plans for conformance to current building codes; reviewing residential and commercial photovoltaic and fuel cell systems; and reviewing residential and commercial demolition plans, swimming pools, signs and residential ADU's.

#### Building Inspector II & III | City of Anaheim, CA

As a Building Inspector II & III, Mr. Sallee performed some of the more complex building inspections, including inspections during the construction of Disney's California Adventure, and major retrofits at Disneyland Park, the Anaheim Convention Center, Angle Stadium, Arrowhead Pond, and Boeing Industries among others.

Mr. Sallee also performed combination-building inspections, electrical plan check, and acted in the capacity of supervisor as needed to support Management.

#### National Electrical Code Instructor | Coastline Community College, Fountain Valley, CA

Mr. Sallee taught the NEC in a community college format.

#### Electrical Instrumentation Inspector | Koury Inspection, Carson, CA

Mr. Sallee worked primarily in a Class I division I and division II hazardous location I conducted inspections on heavy industrial electrical installations as a third party inspector for the ARCO Refinery in Carson Ca. This work included inspecting electrical sub stations to 69 KV, services to 4,000 amps, and motors to 3,000 horsepower, sub panels transformers, lighting, receptacles and general electrical equipment.

#### Electrical Contractor | Sallee Electric Co., Westminster, CA

Mr. Sallee performed work on residential, commercial and light industrial projects. His duties included electrical engineering, drafting, plan preparation, lighting design, payroll, estimating, and job site supervisor, as well as electrician and troubleshooter.

# Mike Teemant MCP, CBO

Senior Plans Examiner / Building Inspector / Building Official

## LICENSES & CERTIFICATIONS

Master Code Professional (MCP)  
Certified Building Official  
Certified Building Code Official  
Certified Plumbing Code Official  
Combination Inspector  
Commercial Combination Inspector  
Commercial Energy Inspector  
Commercial Energy Plans Examiner  
Residential Energy Inspector/Plans Examiner  
Fire Inspector II  
Residential Fire Sprinkler Inspector/Plans Examiner  
Building Plans Examiner  
Plumbing Plans Examiner  
Commercial Building Inspector  
Commercial Electrical Inspector  
Commercial Plumbing Inspector  
Accessibility Inspector/Plans Examiner  
Residential Building Inspector  
Residential Electrical Inspector  
Residential Mechanical Inspector  
Residential Plumbing Inspector

## EDUCATION

Associates of Applied Sciences: Building Technologies; Building Inspection  
| College of Southern Nevada, Las Vegas, NV  
Chemical Engineering  
| University of South Alabama, Mobile, AL

## PROFESSIONAL AFFILIATIONS

Member, International Code Council (ICC)—Region I Board  
Member, International Code Council (ICC)—Northern Nevada Chapter  
Member, International Code Council (ICC)—Nevada Organization of Building Officials  
Member, International Code Council (ICC)—Southern Nevada Chapter  
Member, Board of Directors—1st Vice President 2014–2015  
Member, Board of Directors—2nd Vice President 2013–2014  
Awarded & Honored, “2013 Government Person of the Year” 2013  
Member, International Association of Plumbing and Mechanical Officials (IAPMO) 2012–Present  
Southern Nevada Chapter Board 2014–2015  
Member, Southern Nevada Building Officials (SNBO) 2012  
International Building Code Committee—Mechanical and Plumbing Code Amendments Committee  
City of Las Vegas 2003  
International Residential Code—Amending Ordinance Committee

Mr. Teemant, an experienced Master Code Professional (MCP), serves as building plan reviewer and inspector for CSG and its clients. He has over 40 years in the construction industry, with 24 years of experience in enforcing code compliance, making him especially capable in working with municipal governments on all aspects of plan review and building code enforcement.

Mr. Teemant is a highly proficient Building and Electrical Plans Examiner having conducted plan reviews on a wide array of projects. Similarly, he has extensive experience in performing inspections for compliance with international Codes and referenced standards.

He also holds experience in supervising Building, Plumbing, Mechanical, and Electrical Inspectors and support staff, as well as serving as an accomplished instructor for building plan review, provisions of the International Plumbing Code, and International Residential Code.

## RELEVANT EXPERIENCE

### Code Inspections | City of Boulder City, NV

Mr. Teemant provides code inspection services for the City of Boulder City. Projects includes both residential and commercial. Mr. Teemant also oversees three CSG inspectors who provide services for the Techren Solar Plant and assists with inspections when one of them calls out sick or is on vacation.

### Building Official | City of Fernley, NV

As a building official for the City of Fernley, Mr. Teemant reviewed plans for compliance with adopted municipal building codes and supervised field inspections for construction and municipal code compliance. Within the Building and Safety Department, he supervised the permit technician and animal control officer. He was also instrumental in the review of policies and procedures, and the development of procedures to improve the City’s workflow management system. In addition, Mr. Teemant prepared documents and presentations for city council review and approval.

### Plans Examiner | City of Las Vegas, NV

Mr. Teemant reviewed plans for compliance with the adopted municipal building codes as well as interacted with design professionals and the public to explain the intent of the building codes. In his role as a plans examiner, he granted approval of plans that were compliant with codes and noted code requirements on the plans for common problems encountered in the field. as a plans examiner for the City of Las Vegas, some major projects on which he worked include the examination of high rise and large projects such as the Smith’s Center, Las Vegas Outlet mall, World Market Center, Lou Ruvo Brain Center, Zappos corporate offices, Las Vegas Development center, City of Las Vegas City Hall, Soho lofts, and many hotel construction and major remodels.

### Code Inspector | Clark County School District, NV

### Code Instructor | City of Las Vegas Plans Exam Division, College of Southern Nevada, Las Vegas, NV

### Supervisor/Foreman | Maverick Construction, Las Vegas, NV

## NOTABLE PROJECT EXPERIENCE

### Sofi Stadium | City of Inglewood, CA

### Techren Solar Park (Techren II) | City of Boulder City, NV

### UNLV College of Engineering, Academic and Research Building | State of Nevada

### Projects Prior to Joining CSG for the City of Las Vegas, NV

- City of Las Vegas City Hall
- Lou Ruvo Brain Center
- The Smith’s Center
- Las Vegas Outlet Mall
- Zappos Corporate offices
- Las Vegas Development Center
- Soho Lofts
- Numerous hotels & major remodels

# Amir Hamidzadeh PE, CBO, CASp

## Senior Plan Check Engineer

### LICENSES & CERTIFICATIONS

Registered Professional Engineer (PE)  
| 68216

Certified Plans Examiner  
Certified Building Official  
| ICC 1041666-CB

Certified Access Specialist (CASp)  
| 093

Certified Residential and Non-  
Residential Energy Analyst (CEA)

Licensed Real Estate Broker, (Realtor)

### EDUCATION

Associate of Arts, Architecture, Pierce  
Community College, Pierce Community  
College | Los Angeles CA

Bachelor of Science, City and Regional  
Planning and Architecture, California  
Polytechnic University San Luis Obispo  
| San Luis Obispo, CA

### PROFESSIONAL AFFILIATIONS

International Code Council | Member

Ventura Regional Chapter of ICC |  
Former President

Coachella Valley Chapter of ICC |  
Former President

Los Angeles Basin Chapter of ICC |  
Committee Member

California Building Officials (CALBO) |  
Committee Member

Certified Access Specialists Institute  
(CASI) | Founding Member

California Association of Building  
Energy Consultants | Member

California Real Estate Inspection  
Association (CREIA) | Member, Trainer

Office of Emergency Services (OES) |  
Safety Assessment Evaluator &  
Coordinator

Mr. Hamidzadeh is an accomplished senior plan check engineer for CSG and brings over 33 years of experience in the building industry. He has experience serving as a plan check engineer, a building official, a building department director, an associate engineer, and as a planning aide for the Cities of Simi Valley, Palm Desert, and Agoura Hills, California. Mr. Hamidzadeh also has extensive leadership experience having served as the former president for the Ventura Regional Chapter and the Coachella Valley Chapter of ICC and as one of the founding members of the Certified Access Specialist Institute.

### RELEVANT EXPERIENCE

#### Owner | Development Solution, Westlake Village, CA

Mr. Hamidzadeh operates his own private business, Development Solution. His responsibilities include meeting clients, contract preparation, design, engineering, plan review, inspection, report preparation, and budgeting.

#### Building Official | City of Agoura Hills, CA

Mr. Hamidzadeh managed and directed the operation of the Building and Safety Department, including budget, plan review, permit issuance, inspections, and creating and enforcing policies and procedures. He also oversaw multiple contracts.

#### Director of Building and Safety Department | City of Palm Desert, CA

Mr. Hamidzadeh oversaw the Building and Safety Department and its four divisions: Plan Review, Permit Issuance, Inspection and Code Enforcement. He managed multiple contracts and consulting programs including Animal Control and consultant plan review and inspection services. He was also responsible for the department's budget.

#### Plan Check Engineer / Associate Engineer / Planning Aide | City of Simi Valley, CA

Mr. Hamidzadeh served in various roles for 3 different departments during his time with the City of Simi Valley. He served as a planning aide for the Planning and Community Development Department, an associate engineer for the Public Works Department, and as a Plan Check Engineer for the Building and Safety Department. His responsibilities included preparing and presenting ordinances to the City Council, managing an \$11M Storm Water Detention Facility, and plan checking and inspecting a variety of commercial and residential plans for code compliance.

#### Designer | Zuni Engineering Design, Chatsworth, CA

Mr. Hamidzadeh designed and engineered multiple buildings and roadways with the assistance of the Senior Engineer.



# Richard Supan, PE, CBO, CFM

## Building Official / Senior Structural Engineer

### LICENSES & CERTIFICATIONS

Licensed Civil Engineer  
State of CA | 88934  
Certified Building Official  
Certified Fire Marshal  
Certified Building Plans Examiner  
Certified Residential Plans Examiner  
Certified Commercial Plans Examiner  
Certified Building Inspector  
Certified Residential Building Inspector  
Certified Building Code Specialist  
| 8326066

### EDUCATION

Master of Science, Civil Engineering,  
California Polytechnic University,  
Pomona | Pomona, CA  
Bachelor of Science, Civil Engineering  
University of California, Irvine  
| Irvine, CA  
Leadership Development for Public  
Agencies, California State University,  
Fullerton | Fullerton, CA

### PROFESSIONAL AFFILIATIONS

California Building Officials Association  
(CALBO)  
International Code Council (ICC)  
Orange Empire Chapter  
Chapter Board Secretary 2021  
Municipal Management Association of  
Southern California (MMASC)

Mr. Supan provides building official and structural engineering services for CSG Consultants and its clients. He brings over 8 years of experience in the building industry and has served in managerial positions for the Cities of Los Angeles, Fullerton, and Anaheim. To this role, Mr. Supan brings expertise of complex commercial, industrial and residential structures in compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations.

### RELEVANT EXPERIENCE

#### Plan Check Manager | City of Anaheim, CA

Mr. Supan provided code interpretations to the public, staff, and interdepartmental City employees. He reviewed various construction plans, reports, and engineering calculations to determine if plans were in compliance with building codes and other construction regulations. He also monitored the plan review for all major projects and attended preliminary plan check meetings with architects.

Mr. Supan supervised the plan check team consisting of 4 Plan Check Engineers in the review of plans, specifications, and calculations on a variety of projects in the issuance of building permits for construction. He supervised, assigned, and reviewed the work of the staff and consultants to ensure work quality and the adherence to established policies and procedures.

#### Building and Safety Manager / Building Official | City of Fullerton, CA

Mr. Supan managed the operations of the Building and Safety division of the Community Development Department which included permitting, plan checking, and building inspection staff in the application and enforcement of codes related to the construction, alteration, and occupancy of residential, commercial, and industrial buildings. He created new policies and standards in the implementation of changing state and local laws and conducted weekly division meetings with staff for discussion and training. He was also responsible for the management of the Building Division budget and prepared draft ordinances and reports for legal and City Council review.

#### Structural Engineering Associate III | City of Los Angeles, CA

Mr. Supan performed plan check on the design, plans, specifications, and calculations on a variety of projects including new multi-story commercial buildings, mixed-use buildings, high-rise buildings, multi-story apartments, single-family dwellings, retaining walls, shoring, and other miscellaneous building structures for the issuance of building permits. He provided managerial and analytical support for a variety of complex and confidential administrative matters including critical and/or sensitive development projects. He also acted as the Building and Safety Department Liaison and communicated with the 15 City of Los Angeles Council District Offices and reviewed and prepared responses to proposed local building and zoning code draft ordinances presented by the City Attorney's Office.

Notable projects that Mr. Supan was involved in while with the City of Los Angeles include:

- Managing emergency homeless shelter projects
- Participating as the Building Code liaison for Re:Code LA, which was the largest City of Los Angeles Planning Department initiative to create a new Zooming Code for Los Angeles.

#### Project Engineer | Plump Engineering, Inc. Anaheim, CA

Mr. Supan prepared complete design plans consisting of calculations and drawings in AutoCAD for commercial and residential projects including new construction, tenant improvements, and plan check corrections. He also performed calculations for commercial and residential projects involving gravity and lateral loadings for steel, concrete, and timber members.

# Kylie Gonsalves PE

## Plan Review Engineer

### LICENSES & CERTIFICATIONS

Professional Civil Engineer  
| C88835

Certified Residential Plans Examiner  
| 8297212

### EDUCATION

Bachelor of Science Civil Engineering  
California State Polytechnic Pomona |  
Pomona, CA

### PROFESSIONAL AFFILIATIONS

American Society of  
Civil Engineers National  
Chi Epsilon,  
Civil Engineering Honor Society  
Concrete Canoe Team Cal Poly Pomona

As a Plan Review Engineer, Ms. Gonsalves has provided plan review services for numerous CSG clients including the Cities of Azusa, Costa Mesa, Fullerton, Hemet, Huntington Beach, San Bernardino, San Dimas and Tustin, as well as the Counties of San Bernardino and Ventura. In her work for the City of Huntington Beach, Ms. Gonsalves also performed building inspections for photovoltaic solar panels, and brings knowledge gained from this work to her residential plan review services.

### RELEVANT EXPERIENCE

#### Plan Review Engineer / Multiple Jurisdictions, CA

Ms. Gonsalves brings over six years of plan review experience and continues to apply her expertise as a plan reviewer for several jurisdictions and counties across Southern California. These jurisdictions include:

- City of Azusa
- City of Fullerton
- City of Huntington Beach
- City of San Dimas
- San Bernardino County
- City of Costa Mesa
- City of Hemet
- City of San Bernardino
- City of Tustin
- Ventura County

As a Plan Review Engineer, Ms. Gonsalves has completed plan review for a range of residential projects, including new single-family residences to multi-family residential tract homes. As part of her review, Ms. Gonsalves ensures compliance by implementing her knowledge in all applicable building and fire codes. She is well versed in reviewing residential developments in High Fire Hazard Zones and is able to review and understand the foundations required for residential developments constructed on various soil properties. She is well versed in the review of retaining wall plans, post-tensioned and conventional foundations, and Hardy Frames and trusses.

#### Project Engineer Intern / W.E. O'Neil Construction Company

Ms. Gonsalves assisted Project Engineers with on-site construction of an apartment complex in Mission Viejo, California. She was responsible for creating, compiling and routing RFI's to subcontractors. Ms. Gonsalves created punch lists and assisted Project Engineers on punch walks.

# Michael Leindecker CBO

## Building Plans Examiner

### LICENSES & CERTIFICATES

Certified Building Official  
Plans Examiner  
Building Inspector  
Plumbing Inspector

Mr. Leindecker uses a high standard of leadership and professional excellence to provide jurisdictions plan review services and other assistance during the permitting process. His experience in both the private and public sector has equipped him with the skills needed to provide clients and applicants excellent service.

### RELEVANT EXPERIENCE

#### EDUCATION

B.S. in Engineering  
Fullerton College  
Fullerton, CA  
  
B.S. in Business Administration  
Barrington University  
Mobile, Alabama

#### Plan Check Supervisor | City of Anaheim

Mr. Leindecker provided direct assistance to the Building Official while evaluating alternate methods/materials and unreasonable hardship requests, providing oversight and guidance for sensitive projects, and assigning projects to plan check staff and consultants. He also collaborated with Building Inspection Supervisors to validate plan review consistency.

#### Plans Examiner | City of Anaheim

For the City, Mr. Leindecker provided plan check services by working with other department, elected officials and outside agencies to effectively give customers responsive plan review and permit service. He coordinated the review of building development projects for 2 billion dollar Anaheim Resort and Disney's California Adventure.

#### Plan Checker | City of Anaheim

Mr. Leindecker performed comprehensive design review of residential, commercial and industrial projects. He was able to establish and maintain working relationships with design professionals, contractors and building owners. Michael also provided counter services and technical interpretations on area development projects.

#### Building Inspection Supervisor | City of Anaheim

As a building inspection supervisor, Mr. Leindecker coordinated the staffing and operational activities for inspection services. He learned how to supervise, motivate and provide leadership to achieve department goals and objectives.

#### Building Inspector | City of Anaheim

Mr. Leindecker performed field inspection of commercial, industrial and residential structures to determine compliance with adopted codes and approved construction documents.

#### Systems Designer/Estimator | C.W. Taylor, Chino, CA

Mr. Leindecker designed mechanical systems using accepted engineering principles, adopted codes and job specifications. He also formulated job specific analysis and cost breakdowns.

### AFFILIATIONS

Society of Fire Protection Engineers  
International Code Council  
Administrative Code Development  
Committee  
International Conference of Building  
Officials  
General Code Development Committee  
International Conference of Building  
Officials  
Code Development Committee  
Orange Empire Chapter ICBO  
Urban Wildland Interface Committee  
Orange Empire Chapter ICBO

# Frank Biangone

## Senior Plans Examiner

### LICENSES & CERTIFICATIONS

Residential Building Inspector  
Commercial Building Inspector  
| ICC 860170

### EDUCATION

Advanced Construction Technology  
Courses  
| Coastline Community College, Chico,  
CA

### PROFESSIONAL AFFILIATIONS

International Association of Plumbing  
and  
Mechanical Officials Member

Frank Biangone serves as a Senior Plans Examiner for CSG and its clients. With over 30 years of experience, Mr. Biangone is a highly knowledgeable code professional with expertise gained through extensive experience performing building plan review and inspection services for the City of Huntington Beach, CA.

### RELEVANT EXPERIENCE

#### Senior Commercial and Residential Combination Inspector | City of Huntington Beach, CA

Mr. Biangone served the City of Huntington Beach for more than 30 years, including 5 years as Senior Commercial and Residential Combination inspector and 25 years as Principal Plumbing and Mechanical Plan Checker/Inspector performing both paper and electronic plan review.

His responsibilities included performing all commercial and residential plumbing and mechanical plan check for all projects throughout the City of Huntington Beach, assisting the Fire Department with water metering and backflow applications for water sourced fire suppression systems along with plan check of fan-assisted smoke evacuation systems, assisting the Public Works Department with onsite sewer and water plan checks, and working in conjunction with Huntington Beach Code Enforcement to assist with plumbing and mechanical code enforcement issues. Mr. Biangone also attended pre-construction meetings with contractors, designers, architects and engineers on high profile, large scale projects. Other duties included, writing numerous plumbing and mechanical policies for the City, assisting in the redesign of plumbing and mechanical permit forms and plumbing and mechanical plan check correction logs, and designing and performing weekly plumbing and mechanical training activities for field inspectors and managers.

Notable nonresidential plumbing and mechanical plan check projects successfully performed for the City of Huntington Beach include:

The Strand with the Shore Break Hotel	Rainbow Environmental Services Recycle Plant
Hyatt Regency Resort	Huntington Beach Senior Center
Pacific City Commercial and Retail	Hoag Health Medical Center
Bella Terra mall	Memorial Health Center
C&D Aerospace	Brethren Christian School
Hilton Waterfront Resort	OSHPD 3 Plumbing and Mechanical Reviews
Quiksilver	

Notable multi-family residential projects reviewed include:

The Lofts  
Boardwalk  
Village at Bella Terra  
Elan  
Luxe

# Mark Carnahan CBO

## Inspection Manager / Building Official

### LICENSES & CERTIFICATIONS

Certified Building Official  
Combination Inspector  
CA Commercial Building Inspector  
CA Commercial Electrical Inspector  
CA Commercial Plumbing Inspector  
CA Commercial Mechanical Inspector  
CA Residential Building Inspector  
CA Residential Electrical Inspector  
CA Residential Plumbing Inspector  
CA Residential Mechanical Inspector  
CA Combination Inspector  
CA Plans Examiner  
| ICC 1110134-J4  
B-General Building Contractor (inactive)  
| 746154

### EDUCATION

Light Construction and Development  
Management Certificate Program  
University of California, Irvine  
Liberal Studies  
California State University | Fullerton, CA

Mr. Carnahan serves as a building official and inspection manager for CSG Consultants. He has over 37 years of experience in the building industry, 20 of which were in the public sector with progressive responsibility at the City of Huntington Beach. He has a sound knowledge of construction methods and materials, principals of structural design, engineering and building inspection. As part of managing CSG's Southern California inspection staff, Mr. Carnahan developed an inspection program to train and develop the skills of new and experienced inspectors.

### RELEVANT EXPERIENCE

#### Building Manager/Building Official | City of Huntington Beach, CA

The City of Huntington Beach created the Building Manager position for Mr. Carnahan which he performed for eight years. While managing the Building Department, he directed staff, ensured that professional work standards are met, and emphasized the importance of quality customer service. Mr. Carnahan attained pertinent knowledge and understanding of federal, state and local laws, codes and regulations including the ADA, OSHA, CALOSHA, California Codes, and the City of Huntington Beach Municipal Codes, including enforcement of zoning requirements and ordinances. He was also: a combination inspector assigned to single and multifamily housing, the Hyatt Regency Resort, and numerous commercial and industrial projects; the supervising inspector for the Strand development; and managed the plan check and inspection process from entitlement to issuance of certificate of occupancy on numerous complicated projects (Costco at Bella Terra, The Village at Bella Terra Apartments, Beach Promenade, and Edinger Plaza). He worked with the Director of Community Development and Senior Administrative Analyst to develop, modify and administer the Building Division budget and monitor expenditures. While managing the building department, Mr. Carnahan completed two cycles of the code adoption process from: writing legislative drafts, requests for legal services (RLS), request for council action (RCA's), council readings and finished the adoption process by sending the approved municipal codes to the California Building Standards Commission for filing.

#### Inspection Supervisor | City of Huntington Beach, CA

As an inspection supervisor, Mr. Carnahan: coordinated inspection activities with other city departments, contractors and developers; established and maintained a cooperative working relationship with those contacted in the course of work; communicated effectively both verbally and in writing; participated in professional and public meetings as required; and worked with others to analyze problems, identify alternative solutions, and accurately project consequences of proposed actions for daily issues, large or small, including monitoring work flow. When working with the City Council, he prepared and reviewed correspondence, studies, reports, and requests for council action.

#### Inspector I, II, & III | City of Huntington Beach, CA

Mr. Carnahan's duties included: conducting combination inspections and performing difficult structural inspections; reading and understanding drawings, diagrams and specifications for construction projects; communicating clearly and concisely, both orally and in writing and deal effectively with architects, engineers, contractors and the general public; establishing and maintaining cooperative working relationships with those contacted in the course of work; and delivering quality customer service both internally and externally.

# Lance A. Miller CBO

## Senior Building Inspector

### LICENSES & CERTIFICATIONS

Certified Building Official  
Accessibility Inspector / Plans Examiner  
Plumbing Inspector  
Combination Inspector  
Mechanical Inspector  
Building Inspector  
Electrical Inspector  
| ICC 5067873  
Plumbing Inspector UPC  
Combination Inspector – Legacy  
Mechanical Inspector UMC

### EDUCATION

Associate of Science,  
Oceanographic Technology  
| Fullerton College, Fullerton, CA

Mr. Miller brings over 19 years of field inspection experience with expertise in building, fire, and code enforcement inspections. Mr. Miller has provided his inspection services for a range of project types including residential, commercial, industrial, and photovoltaic projects. Mr. Miller is adept in all aspects of modern principles, practices, and techniques of Building, Mechanical, Plumbing, and Electrical Codes, as well as NPDES regulations and the California Energy, Green Building, and Accessibility regulations. His work as a field inspector has equipped him with effective customer service techniques, as well as the ability to supervise and maintain safe work practices and procedures.

### RELEVANT EXPERIENCE

#### CSG Senior Building Inspector | City of La Habra, CA

As a CSG Senior Building Inspector, Mr. Miller performed complex field inspections of building construction, plumbing, mechanical and electrical installations of commercial and residential buildings. Mr. Miller routinely reviewed building plans to ensure projects conformed to all applicable building, plumbing, electrical, mechanical, energy, Green Building, and accessibility codes, as well as all related City, state, and local codes and ordinances. He supervised inspections during various stages of construction and remodeling, and provided technical information to architects, engineers, contractors, building owners, and developers when needed. Mr. Miller also performed Building Official tasks and managed all aspects the City's Building Department functions, including

#### Contract Building Inspector | Multiple Agencies, CA

As a contract building inspector, Mr. Miller managed the majority of the inspection functions and gained experience working with varied agency processes. He prioritized daily inspection routes, scheduled assignments, and reviewed plans and other documents for inspections to be performed. He conducted building and construction job-site inspections of structures and facilities to determine compliance with governing codes and performed periodic and systematic inspections during various phases of construction from grading and foundation through final construction approval. His inspection work included examining job site grading, NPDES practices, and quality and grade of lumber, cement, wiring and plumbing. Mr. Miller reviewed approved construction plans, interpreted detailed codes and regulations and explained required inspection and construction requirements when necessary. In the office, he utilized permit tracking systems to record inspection findings and maintained inspection and permit records to develop notices, forms and reports.

Clients served include:

- City of Stanton
- City of Fountain Valley
- City of Mission Viejo
- City of Cypress
- City of Seal Beach
- City of Los Alamitos
- City of Norwalk
- Camp Pendleton USMC Base

# James DiMaria

## Building Inspector I

### LICENSES & CERTIFICATIONS

CA Residential Building Inspector  
CA Residential Electrical Inspector  
CA Residential Plumbing Inspector  
| ICC 8880036  
California State Licensed Residential  
Building Contractor – B  
| 692724

Mr. DiMaria provides building inspection services to California municipalities on behalf of CSG. He brings over 30 years of experience in construction, engineering and management. As a building inspector, Mr. Bomis has been providing inspection services for the City of Glendora and the City of Fullerton. His skills included: Detail oriented self-starter; Ability to manage many different projects simultaneously; Hand-on knowledge of the building/construction industry, working with the general public and skilled professionals daily for more than 30 years; Proficient in every construction trade; Extensive experience in customer service, problem solving, planning and organizing; Ability to speak Spanish; Proficient computer program skills; Positive and friendly; Resolves conflicts; and excellent work ethic.

### RELEVANT EXPERIENCE

#### Building Inspector | City of Fullerton & Glendora, CA

Mr. DiMaria's responsibilities includes:

Performs combination inspections; inspects structural, plumbing, mechanical and electrical installations and swimming pools to ensure compliance with adopted codes in all residential and commercial projects; adopted codes shall include, in part, the Building, Plumbing, Mechanical and Electrical Codes, State Energy and Accessibility Codes, City Ordinances and State and local laws and codes where appropriate; reviews and approves residential and commercial plans and layouts prior to issuance of permits; investigates new and existing construction for evidence of illegal practices such as construction, demolition, and alterations; checks existing construction for suitability of occupancy classification and for evidence of deterioration and hazardous conditions; meets with business and property owners with respect to certificate of occupancy, inspections, and certificates; assists and advises contractors, craftsmen and homeowners regarding pertinent regulations; assembles and writes reports including inspection reports, correction notices, reinspection fees, stop work orders, and construction site stormwater runoff reports; maintains records of work performed; makes code interpretations; answers verbal and written concerns in regard to all types of building installations as assigned; effectively communicates with difficult people in a constructive manner; analyzes practices and recommends improvements; delivers and promotes quality customer service; and performs related duties and responsibilities as assigned.

#### Licensed General-B-Contractor | JD Construction Co., Whittier, California

As a Licensed General-B Contractor for the State of California, Mr. DiMaria started and ran a successful construction company. He worked as a journeyman in all phases of the construction industry, implementing knowledge of building codes and practices. He gained extensive hands-on knowledge and experience working daily, on-site, for over 26 years.

#### Owner & Operator | Sweet & Donaldson Metal Spinning Inc., Los Angeles, CA

Since 1995, Mr. DiMaria owns and operates a Metal Spinning Company. He learned to operate every machine and produce products from start to finish. He hired, trained, and managed a 20-person workforce. Mr. DiMaria is the sole contact for quoting, material and supply ordering for all work and maintenance. He interprets customer blueprints, design tooling for the forming of customers' parts, and draw detailed blueprints for manufacturing said tooling.



# Noah Zalinski

## Building Inspector

### LICENSES & CERTIFICATIONS

CA Residential Building Inspector  
| ICC 00252396  
Combo Residential Inspector  
Residential Electrical Inspector  
Residential Mechanical Inspector  
Residential Plumbing Inspector  
| ICC 8487978  
Cal OES, Safety Assessment Program  
| ID 84463

### EDUCATION

CSG Academy Training  
| General Education

Mr. Zalinski has served as a Building Inspector for CSG Consultants over that last four years. He has proven his abilities in excellent customer service skills, as well as organization and prioritization skills. Mr. Zalinski performs field inspections of residential structures during various stages of construction and remodeling to ensure compliance with applicable codes and regulations. Mr. Zalinski has inspected and performed plan check for residential photovoltaic and has a good understanding of Article 690. He is skilled at providing code interpretation to clients, building professionals and the public; as well as resolving code compliance challenges.

### RELEVANT EXPERIENCE

#### Building Inspector | Cities of Huntington Beach and Yorba Linda – Southern California, CA

Mr. Zalinski has performed building inspection for various residential and a few commercial projects throughout the cities of Huntington Beach and Yorba Linda.

#### Building Inspector | Cities of Los Banos, Merced, Atwater, Newman, Gustine, and Patterson – Central Valley, CA

Mr. Zalinski has performed building inspection for various residential and a few commercial projects throughout the cities of Los Banos, Merced, Atwater, Newman, Gustine, and Patterson.

#### Building Inspector | Cities of Belmont, Hillsborough and San Bruno – Bay Area

Mr. Zalinski has performed building Inspection for various residential projects and a few commercial T.I projects throughout the cities of Belmont, Hillsborough, and San Bruno.

#### CSG Academy Training | CSG Consultants- Central Valley, CA

As a trainee Mr. Zalinski has learned the sequence and procedure of building inspections, gotten familiar with the codes concentrating on Chapter 3. Shadowed and mentored to develop techniques in the field, gotten familiar with the layout of plans and documents including “approved” job site plans, has a good understanding of how a building department functions and understands different city/ county ordinances and how they work with the codes.

#### Construction Laborer | Bremco of Northern California, Inc., Livermore, CA

Responsible for keeping construction sites clean, performing pick up work prior and after inspection, and warehouse maintenance to ensure that construction materials are readily available at all times.

#### Farm Assistant | Zalinski Ranches, Newman, CA

Installed irrigations systems, planted 250 acres of almonds, harvested approximately 4000 acres of almonds, hired employees, delivered “Fruit 2 You”, and equipment operator.



# William Kho

## Senior Fire Services Inspector

### LICENSES & CERTIFICATIONS

CSFM Firefighter 1 & 2  
| #027364

CSFM Fire Inspector

CSFM Fire Inspector 1A, 1B, 1C, 1D, 2A, 2B

CSFM Fire Plans Examiner 1A, 1B, 1C

CSFM Hazardous Materials Technician/Specialist 1A, 1B, 1C, 1D, 1F, 1G

CSFM Certified Rescue Systems 1

CSFM Confined Space Rescue Technician

Certified Weapons of Mass Destruction Hazmat Technician

CAAFA Basic Firm Alarm Certification

Emergency Medical Technician  
| E078274

CSFM Auto Extraction Certification

Certified Scott SCBA Repair Technician

Scott SBA Respirator Annual Fit Testing Technician

OSHA General Health & Safety Certification

### EDUCATION

B.S., Business Administration,  
California State University, Long Beach  
| Long Beach, CA

A.S., Public Fire Service – 89<sup>th</sup> Basic Fire Academy, Santa Ana College  
| Santa Ana, CA

Recruit Training Academy,  
Torrance Fire Department  
| Torrance, CA

Mr. Kho brings over 26 years of operation of public and private sector safety experience and over 20 years of municipal fire experience. He has served in a variety of fire prevention and safety capacities, held positions of increasing responsibility, and is highly knowledgeable of current codes and procedures. He is adept at identifying safety hazards and recommending corrective measures – applying the knowledge developed through her extensive experience.

### RELEVANT EXPERIENCE

#### Contract Fire Inspector | Bureau Veritas, CA

Mr. Kho was responsible for Fire Life Safety and Operation Permit Inspections for all occupancy classifications for the City of Huntington Beach Fire Department. Her performed inspections for NFPA 13 and 13D Residential Sprinklers, NFPA 72 Fire Alarm, Hazardous Materials CUPA, Underground fire lines, Methane barrier systems, Emergency Response Radio (BDA Systems), and all State mandated 3-5 Unit Apartment inspections. He also assisted with the Huntington Beach Oil well inspections and has experience with the City's and Firehouse's database for record keeping. Mr. Kho also performed fire plan review services for fire sprinklers, fire alarms, hood suppression systems, underground fire lines, methane barrier systems, and fire life safety.

#### New Construction Health & Safety Coordinator | Baker Rescue Services, CA

Mr. Kho was responsible for supervising and managing over 100 permit required confined space rescue operations. He safely managed contractors during confined space, hot work, and cold work activities during refinery turnarounds/shutdowns. He verified and implemented positive proves isolations using effective gas tests and establishing proper lockout/ tag out procedures.

#### Firefighter / HAZMAT Technician/Specialist | City of Torrance Fire Department, CA

Mr. Kho was accountable for emergency call responses including fire suppression, truck company operations, emergency medical aid and basic life support, as well as hazardous materials and confined space incidents. His responsibilities also included performing commercial and residential hazardous materials and fire prevention inspections. He also served as a move-up engineer and provided training and educational classes to fire personnel, business, and schools.

# Jason Walsh

## Fire Services Supervisor

### LICENSES & CERTIFICATIONS

ICC CFI-I | 8137905

ICC CFI-II | 8137905

ICC CFPE | 8137905

NFPA Fire Inspector I | CFI-17-0387

NFPA Fire Inspector II | CFI-18-1058

NFPA Fire Plans Examiner | CFPE-18-0137

CSFM Fire Prevention Officer | 160-4691

CSFM Fire Protection Specialist | 260-4691

CSFM Fire Plans Examiner | 360-4691

NFPA CFI-I | 17-0387

### EDUCATION

Bachelor of Fire Science

Columbia Southern University |  
Orange Beach, AL

### PROFESSIONAL AFFILIATIONS

Riverside County Fire Prevention  
Officers Association: Executive Board  
2008-2012 President 2012

Southern CA Fire Prevention Officers  
Association – Code Development  
Committee & Wildlands Urban  
Interface Committee

CSFM Residential Care Facility Advisory  
Committee

International Code Council (ICC)

National Fire Protection Association  
(NFPA)

Mr. Walsh serves as a Fire Services Supervisor for CSG. Mr. Walsh has over 20 years of experience in the fire services field. Prior to joining CSG, he served as the Assistant Fire Marshal, Fire Safety Specialist, Fire Inspector, and Volunteer Firefighter for the County of Riverside.

### RELEVANT EXPERIENCE

#### Fire Plan Checker | Orange County Fire Authority, CA

Mr. Walsh currently provides on-site fire plan review services for OCFA. He performs the following services: Plan review of residential and commercial projects for all of OCFA's clients; communicates with applicants at the counter or on the phone about corrections and helps lead them through the approval process; and uses his knowledge and expertise in fire protection to assist OCFA staff provide the highest quality of customer service.

#### Fire Plan Checker, Inspector, and Fire Marshal | City of Hemet, CA

Mr. Walsh currently provides on-site and off-site fire plan review, fire inspection, and fire marshal services for the City of Hemet. He performs the following services: Plan review and inspection of residential and commercial projects; communicates with applicants and contractors at the counter, on the phone, and on the job site about corrections and helps lead them through the approval and construction process; and uses his knowledge and expertise in fire protection to assist City staff provide the highest quality of customer service. Mr. Walsh also performs fire marshal duties.

#### Fire Plan Checker and Inspector | City of Cathedral City, CA

Mr. Walsh currently provides on-site and off-site fire plan review and fire inspection services for the City of Cathedral City. He performs the following services: Plan review and inspections of residential and commercial projects; communicates with applicants and contractors at the counter, on the phone, and on the job sites about corrections and helps lead them through the approval and construction process; and uses his knowledge and expertise in fire protection to assist City staff provide the highest quality of customer service.

#### Assistant Fire Marshal | County of Riverside Fire Department, CA

Mr. Walsh supervised and coordinated fire prevention programs and activities of the Fire Prevention Section and daily activities of fire prevention employees. He reviewed, researched and evaluated fire protection for building and development plans and specifications for compliance with applicable laws, codes and regulations concerning fire protection and life safety systems. He assisted with developing and implementing the Fire Prevention goals and objectives, work plans, priorities, and policies and procedures with his assigned section while also preparing and updating the Riverside County Master Fire Plan.

Mr. Walsh served as contract Fire Marshal for partner cities and developed, implemented, and supervised the localized fire prevention program and local service operations while managing program consistency across jurisdictions and department divisions. Additional responsibilities included developing Code Amendments and participating in the code adoption process; writing technical guidelines, bulletins, and interpretations; conducting quality control of fire prevention operations; supervising fire safety inspection of commercial, institutional, and industrial occupancies; pursuing legal remedies for non-compliance with fire codes; and providing support to a variety of boards and commissions.

### NOTABLE PROJECTS

#### Sunniva California Campus | City of Cathedral City, CA

#### Stanton Energy Reliability Center (SERC) | Orange County Fire Authority

# Kurt Johnson

## Fire Services Specialist

### LICENSES & CERTIFICATIONS

CSFM Fire Instructor III  
(Master Instructor)  
CSFM Fire Marshal  
CSFM Plans Examiner  
CSFM Fire Protection Specialist  
CSFM Fire Prevention Officer I, II, & III  
CSFM Fire Inspector

### EDUCATION

Bachelor of Science in Business  
Management  
University of Phoenix  
| Phoenix, AZ  
Associates of Science in Fire Science  
Long Beach City College  
| Long Beach, CA  
Associates of Arts in Business  
Long Beach City College  
| Long Beach, CA

Mr. Johnson serves as a Fire Services Specialist for CSG. Mr. Johnson has over 30 years of experience in the fire services field, in both private and public. He has held positions as Fire Inspector, Plan Reviewer, Assistant and Deputy Fire Marshal, and Fire Marshal.

### RELEVANT EXPERIENCE

#### Fire Marshal and Assistant Fire Chief | City of Montebello Fire Department, CA

Mr. Johnson was responsible for the planning, direction, management, coordination, and participation of/in the Fire Prevention Bureau, including plan review, inspection services, permitting, weed abatement program, hazardous materials program, fire hydrant maintenance and inspection program, and Engine Company Inspection Program; Municipal Code Enforcement Division; represented the California Fire Service as/on the State of California-Division of State Architects' Advisory Board (Member); and was on the Los Angeles Area Fire Marshals Association as President and Member (1 of 31 voting members).

#### Fire Fighter | Disneyland Fire Department, Anaheim, CA

Mr. Johnson was responsible for responding to calls for service, as well as participation of/in the Fire Prevention Bureau, as well as special assignments and projects; and other duties as required.

#### Adjunct Instructor | Long Beach City College, Long Beach, CA

Mr. Johnson was responsible for planning and teaching of basic fire science coursework in a classroom environment to fire science students, including fire prevention and plan review; maintaining class records; attending meetings; and other duties required by the Department Head and Dean.

#### Deputy Fire Chief | Pinkerton Government Services, El Segundo, CA

Mr. Johnson was responsible for planning, direction, management, coordination, and participation of/in the Fire Prevention Bureau, perform department evaluations, fire training, and fire operations for Pinkerton Government Services, Incorporation at Caterpillar Incorporation facilities throughout the world, as well as special assignments and projects; attend meetings; and other duties required by the Vice-President.

#### Fire Inspector I and II | Compton Fire Department, CA

Mr. Johnson was responsible for performing fire, building, and hazardous materials code compliance inspections; perform plan reviews of shop drawings and issue , permits; plan, coordinate, and provide fire and safety education to the public; conduct in-house fire prevention, and hazardous materials training; managed Certified Unified Program Agency (CUPA)-Hazardous Materials Program; prepare and maintain the budget of the bureau; supervise the operations of the bureau in the absence of the Fire Marshal, as the acting Assistant Fire Marshal; and other duties as required by the Fire Marshal, and Fire Chief.

#### Fire Inspector | Santa Fe Springs Fire Department, CA

Mr. Johnson was responsible for performing fire, building, and hazardous materials code compliance inspections; performing plan reviews of shop drawings and issue, permits; and other duties as required by the Fire Marshal.

# Sandie Hastings

## Fire Services Specialist

### LICENSES & CERTIFICATIONS

Fire Plans Examiner  
Residential Fire Sprinkler Plans  
Examiner  
Fire Inspector I & II  
| ICC 875542  
Fire Plans Examiner  
Fire Protection Specialist  
Fire Prevention Officer  
Film/TV Safety Officer  
| California State Fire Marshall

### EDUCATION

Bachelor of Science, Fire Science  
| Columbia Southern University  
Specialized Training in Fire Prevention,  
Hazardous Materials, and Public  
Education through California State Fire  
Marshal's Office  
National Fire Academy  
| Emmitsburg, Maryland

### PROFESSIONAL AFFILIATIONS

Past President of the California Fire  
Chief's Association, Fire Prevention  
Officers' Section  
Past Member of the Automatic  
Extinguishing Systems Advisory  
Committee for the California State Fire  
Marshal  
Southern California Fire Prevention  
Officers' Association Code  
Development Committee

Ms. Hastings serves as a fire services specialist for CSG's clients. She brings over 29 years of experience in the fire services field having served as a Fire Safety Specialist for the County of Riverside and a Fire Prevention Specialist for the City of Torrance. To this role, Ms. Hastings brings excellent customer service and communication skills and extensive knowledge about fire prevention systems.

### RELEVANT EXPERIENCE

#### CSG Fire Services Specialist | Multiple CSG Client Agencies, CA

Ms. Hastings provided fire plan review services for the Cities of Fullerton, Fountain Valley, and Placentia.

#### Fire Safety Specialist | County of Riverside Fire Department, Riverside CA

Ms. Hastings provided fire plan review services for the Cities of Norco and Eastvale. She provided code interpretations; coordinated code adoptions; and attended City Council, development, and special event meetings. Her responsibilities also included managing the daily activities of the division and training fire system inspectors.

#### Fire Prevention Specialist | City of Torrance Fire Department, Torrance, CA

Ms. Hastings provided fire plan review for the One Stop Permit Counter. She performed new construction inspections and annual inspections of all classifications of occupancies. She also wrote technical guidelines and provided training for engine companies and the general public.

# Christina Velez

## EDUCATION

Associate of Arts in Business  
Citrus College | Glendora, CA

## Permit Technician I

Ms. Velez provides permit technician services to jurisdictions on behalf of CSG Consultants.

## RELEVANT EXPERIENCE

### Permit Technician I | City of Fullerton & Norwalk, CA

As a Permit Technician I, Ms. Velez has provided Interim Permit Technician Services to various municipalities throughout Orange County. The City of Fullerton is the current municipality she is providing services to. She served as the point of contact for the public and their permitting needs regarding construction, permit and plan check fees, new development requirements, simple room additions, information handouts, permit reviews, refunds, bonds, grading and paving. Ms. Velez exhibits superior customer service by maintaining positive communications between city departments, designers, contractors, property owners, and organizations at all levels of government.

### Development Review Technician | CSG Consultants, Inc., Southern California Office

Ms. Velez was a part of the front office staff that oversaw the in-take and delivery of the building and engineering plan checks in CSG's Southern California office. Her duties included: Logging plans into CSG's plan check database; calculating the fees for each submittal of each project; responding to questions from applicants via phone, email, or in person; communicating with jurisdictions and applicants with the status of plan checks; scanning plans and supporting documents for filing; logging plans out of CSG's database and preparing them for delivery to the clients; and delivering the completed plan checks to jurisdictions.

### Office Assistant | El Monte, CA

As an Office Assistant for Monte Vista Elementary School, Ms. Velez gained experience in every day office work, including answering phones, data entry, and filing. Additionally, she created and strengthened relationships with students and parents, and tutored students when needed.

# Daisy Ramos

## Permit Technician I

### EDUCATION

Bachelor of Arts, Television  
Production, California State University,  
Northridge | Northridge, CA

Ms. Ramos provides permit technician services for CSG and our client agencies. Her experience includes serving as a consulting permit technician for the Cities of Huntington Park and Norwalk. Ms. Ramos excels at customer service and multi-tasking, is detail oriented, and is fluent in Spanish. Ms. Ramos is currently working on obtaining her permit technician certification.

### RELEVANT EXPERIENCE

#### Consultant Permit Technician | Cities of Huntington Park and Norwalk

Ms. Ramos assisted in processing plan check applications for construction plans. She reviewed building construction plans and permits to ensure conformance with the City's submittal requirements, codes, ordinances and regulations. She maintained departmental property records, permit files, and retrieved information files for the public or division personnel. She worked cooperatively with property owners, contractors, architects, or their representatives to resolve questions regarding plan check, inspection, and permit fees or issuances. She gathered and tracked data to create monthly financial reports company invoices. Additionally, Ms. Ramos assisted with tracking staff time sheets and payroll as needed.

#### Receptionist / Permit Runner | High Speed Rooter and Plumbing, Inc., El Monte, CA

As the receptionist, Ms. Ramos was the first point of contact for customers and visitors. As the permit runner, Ms. Ramos obtained job permits for each project location. She also managed the daily schedule, sent appointments to technicians, and performed other clerical duties.

#### Recreational Leader | City of Gardena, CA

As a Recreational Leader for the City of Gardena, Ms. Ramos planned and organized special activities and events for the City. She supervised the use of the recreational facility and ensured its safety. She provided general information to the public and registered participants for classes. Additionally, Ms. Ramos assisted in the preparation of reports, collected fees, and performed other general clerical duties.

# Philip Dowty PE

## Senior Engineer

### LICENSES & CERTIFICATIONS

Registered Civil Engineer  
| 42038

### EDUCATION

Bachelor of Science, Civil Engineering  
California Polytechnic University  
| Pomona, CA

Mr. Dowty has over 35 years of experience in the civil engineering industry. He has in-depth knowledge and expertise in engineering for land development including preliminary investigations and due diligence, conceptual design and layout, final engineering, and construction support and management. He has provided professional project management services to a wide variety of land development projects including: residential, mixed-use residential and commercial, golf course, commercial and industrial, and public works infrastructure. Mr. Dowty currently performs plan review services on behalf of CSG.

### RELEVANT EXPERIENCE

#### Senior Engineer, Public Works and Land Development Plan Review, CSG Consultants, Inc

Mr. Dowty joined CSG Consultants in July of 2019 and has been performing plan review services for site development projects with a variety of Jurisdiction in Southern California. Key projects include: SOFI NFL Stadium in the City of Inglewood, miscellaneous land development project for the Cities of La Habra, Beverly Hills, Burbank and Pasadena.

#### Project Manager, Tustin Legacy | Tustin, CA

Under contract with the City of Tustin, Mr. Dowty managed the preparation and coordination of constructions drawings for multiple phases of infrastructure for Tustin Legacy, part of the former Tustin Marine Corp Air Station. Scope of service included coordinating with the City, Department of the Navy, builders' consultants and contractors. The project also included preparation of construction plans and specifications for Moffett Drive, Legacy Road, Victory Road, and Veteran's Sports Park. Projects included all stormwater quality documents in accordance with NPDES, MS4 permit and County of Orange Technical Guidance Document.

#### Project Manager, Pacific City | Huntington Beach, CA

Mr. Dowty supervised the preparation of tentative and final mapping, site plan and final engineering, and construction support. Final engineering included technical reports for drainage, water quality, sewer and water capacity analysis and Water Supply Assessment. The project included approximately 4-acres of podium construction for retail development and additional 18-acre podium style 500-unit apartment development with a separate hotel site. Street widening on all perimeter streets and traffic signal modifications, in addition to Caltrans permitting for widening of Pacific Coast Highway.

#### Project Manager, West Gateway | Long Beach, CA

Mr. Dowty supervised the preparation of tentative and final mapping, final engineering, and construction support for a re-development project that included a city block in downtown Long Beach. Scope of work included new utility services, street widening for perimeter streets and curb ramp modifications to comply with ADA requirements; processing of all plans for permitting through governing agencies

#### Project Manager, Chino Preserve, City of Chino

Mr. Dowty served as the Project Manager and supervised the preliminary planning and final engineering documents for multiple residential subdivision tracts within the Master Planned Development in the City of Chino. Mr. Dowty's responsibility included the processing and coordination of plans for approval with the City and provided construction support services.



# Salem Garawi PE

## Senior Plan Check Engineer / Senior Engineer

### LICENSES & CERTIFICATIONS

Registered Professional Engineer (PE)  
Certified Plans Examiner  
| ICC

### EDUCATION

Master of Science, Civil Engineering,  
California State University  
| Long Beach, CA  
Bachelor of Science, Civil Engineering,  
University of Technology  
| Baghdad, Iraq

Mr. Garawi performs construction management, project management, and plan check services on behalf of CSG. He uses his 35 years of extensive experience with the City of Los Angeles to provide the highest quality of professional services to CSG clients throughout California.

### RELEVANT EXPERIENCE

#### Construction Manager (Civil Engineer) | City of Los Angeles/ Dept. Of Public Works-Wastewater Conveyance Construction Division, CA

Mr. Garawi oversaw a team of engineers and admin staff that delivers over 300 projects annually for urgent repair and rehabilitation of wastewater pipes. The team prepares the engineering design and cost estimate of repair projects, manages construction sites, inspects and troubleshoots site problems, responds to contractors' submittals, Requests for Information and Change Orders, process's projects' final closeout, communicates with contractors and inspectors, interfaces with other departments and jurisdictions to obtain permits and approvals to conduct construction work and writes and presents reports before the Board of Public Works requesting approvals for various construction documents modifications

#### Project Manager (Civil Engineer) | City of Los Angeles/ Dept. Of Public Works-CleanWater Bond Division, CA

Mr. Garawi managed over \$45 million in project management of Stormwater Best Management Practices projects, carried projects through all phases of Predesign, Design, Bid & Award and Construction, developed projects milestones and generated projects schedules, facilitated and briefed clients and stakeholders on the design status and on-going projects actions, prepared meeting agendas and directed projects reviews and design meetings, established cost estimates and analyzed projects budgets, approved projects funding allocations, reviewed quality assurance and quality control procedures, presented projects at community meetings and before the Board of Public Works, coordinated work with local, state and federal agencies, managed design consultants to ensure projects delivery within scope, on time and within budget.

#### Structural Engineering Associate III | City of Los Angeles/Dept. Of Public Works-EED, Hyperion Treatment Plant, CA

Mr. Garawi performed as a designer in the Structural Design Group where he designed buildings, structures & equipment facilities necessary for the operation of the plant; reviewed and acted on RFIs, submittals and change orders; conducted meetings with the Project and the Construction Management teams at different design levels to complete the design; visited job sites to monitor construction activities, identify problems and propose solutions to construction difficulties.

#### Structural Engineering Associate I, II, & III | City of Los Angeles/Dept. of Building and Safety-Backroom Plan Check, CA

Mr. Garawi plan-checked commercial, industrial and residential construction plans and engineering design analyses for compliance with the Building & Zoning codes requirements; prepared the weekly staff meeting agenda; performed as a Plan Check Supervisor to review engineering staff work, act on requests for code modifications, assist the public with code interpretations, write employee evaluation reports, monitor the daily operations and conduct the weekly plan assignments.



# Vernon Tabirara PE

## Senior Engineer

### LICENSES & CERTIFICATIONS

Registered Civil Engineer  
| C-75492

### EDUCATION

Bachelor of Science, Civil  
Engineering  
University of Santo Tomas  
| Manila, Philippines

### PROFESSIONAL AFFILIATIONS

North American City  
Transportation Official (NACTO)  
International Code Council (ICC)

Mr. Tabirara is a professional engineer with over 31 years of municipal engineering experience working for the City of Los Angeles, Department of Public Works, Bureau of Engineering

As a Senior Engineer for CSG Consultants, Inc., he has assisted several cities in a staff augmentation capacity including the Cities of Burbank, Pasadena, La Habra and Inglewood providing precise grading and ADA flatwork review on private development and public right-of-way.

Prior to joining CSG, Mr. Tabirara served as a Civil Engineer working for the City of Los Angeles, he served as a project manager and project engineer of several Capital Improvement Program Projects including roadway widening and reconstruction, streetscape and complete street projects, bikeways and pedestrian improvements including ADA compliance. Mr. Tabirara has managed the design and construction support of the MTA Regional Connector Transit Project, MTA Expo LRT Phase 2, MTA Expo Bike Path Project, Vision Zero Initiative, Affordable Housing and Sustainable Communities, Great Streets Initiative and other unprogrammed emergency projects.

### RELEVANT EXPERIENCE

#### Senior Engineer | CSG Consultants, Inc., Orange, CA

As a Senior Engineer for CSG, Mr. Tabirara assisted several cities including the Cities of Inglewood and La Habra in reviewing private development submittals such as the SoFi NFL Stadium in Inglewood and a large office warehouse in the City of La Habra. The scope of work consisted of reviewing precise grading and ADA flatwork.

#### Civil Engineer | Street and Stormwater Division, City of Los Angeles, CA

As a civil engineer for the City of Los Angeles, Mr. Tabirara duties included the following: Supervised 6 Engineering Associates in management of street improvement, curb ramp, curb extension, sidewalk, Vision Zero Initiative, Great Streets Initiative and Affordable Housing and Sustainable Community (AHSC) projects; empowered and trained upper grade Civil Engineering Associates by giving them the opportunity to supervise CE Associate III; developed training programs for new engineers to adopt to their new rotation assignment; represented the Division in Public Works Commission meetings to obtain award approval of projects; interfaced with high-level staff from the City Council, City Attorney and Mayor's Office to address their constituents concerns regarding street and drainage deficiencies; motivated staff to work together and develop process improvement to efficiently perform their assignment; provided expert constructability reviews of work done by staff or comments made by staff on consultant prepared plans; coordinated meetings with seasoned street designers to formulate solutions on complex and out of the ordinary street, drainage and construction issues; consistently updated project status report for upper management's review and resolved schedule slips and re-baseline as necessary; communicated with consultants on issues with design quality, compliance to TOS agreement, schedules and adherence to schedule; reviewed task order solicitation documents; provided advice to staff engineers and resolve creatively emerging issues/deficiencies on projects as well as personnel matters; complied with guidelines and regulations including permits, safety, etc. and delivered technical files and other technical documentation as required; developed standard plans for new street related infrastructure such as curb extension, pedestrian refuge island and raised pedestrian crossing.

# Son Hoang EIT

## Associate Engineer

### LICENSES & CERTIFICATES

Engineer in Training  
State of California

Caltrans Resident Engineer's  
Academy

NASSCO PACP Certified

### EDUCATION

Bachelor of Science, Civil Engineering  
San Jose State University  
| San Jose, CA

### PROFESSIONAL AFFILIATIONS

Toastmasters International  
Secretary  
Club: 4840673

Mr. Hoang provides clients with experience in design and plan review. Since joining CSG, his primary focus has been in design. This work includes a variety of public works projects involving paving design, drainage systems, and topographic surveys. Along with the preparation of design plans for public works projects, he has also created complete PS&E packages including specifications and engineering cost estimates.

### RELEVANT EXPERIENCE

#### Mission Road Bicycle and Pedestrian Improvement Project | Town of Colma, CA

Mr. Hoang served as the design engineer for the design of bicycle and pedestrian improvements in the Town of Colma. The project involves the planning, design and implementation of a number of safety related improvements for the pedestrians, bicyclists and vehicles along Mission Road between El Camino Real and Lawndale Boulevard. The anticipated improvements include addition of new sidewalk to provide continuous safe and accessible pedestrian route, extension of Class II bicycle lanes on northbound direction, construction of bulbouts and high visibility crosswalks with pedestrian flashing beacons, installation of energy efficient street lights, relocation and reconstruction of the existing curb, gutter, sidewalk and non-ADA compliant ramps and driveway approaches, and construction of landscape planters for drainage and stormwater treatment purposes.

#### 2017 Measure J & L and Annual Pavement Rehabilitation | City of Orinda, CA

As the lead project engineer, Mr. Hoang was responsible for the design and preparation of the plans, specifications and estimates for the rehabilitation of multiple road segments along with storm drainage improvements at various locations through the City of Orinda. Additionally, Mr. Hoang was responsible for performing topographic surveys for ADA upgrades and for project coordination with the various utility companies and sub-consultants throughout the duration of the design period.

This scope of the project consisted of the rehabilitation of 62 Residential and Arterial roadways and approximately 10,000 linear feet of storm drain pipes at various locations throughout the City. Methods of roadway rehabilitation included full depth reclamation (FDR), slurry sealing, and mill and fill replacements.

#### Junipero Serra at King Boulevard Intersection Improvements | City of South San Francisco, CA

Mr. Hoang prepared the plans, specifications and estimates for the intersection of a four lane divided highway and two lane arterial. The project scope included redesign of existing medians and right turn islands to improvement intersection geometry and provided ADA compliance.

#### Hillside Boulevard Rehabilitation and Beautification, Phase 1 | Town of Colma, CA

Mr. Hoang was responsible for preparing plans, specifications, and estimates for the complete re-design and beautification of Hillside Boulevard from Hoffman St. to Serramonte Boulevard in the Town. Mr. Hoang also assisted in the topographic survey to determine existing site conditions. Design elements included roadway improvements, drainage improvements, traffic signal design and bio-retention rain garden design.

# Jeff Lee

## Assistant Engineer

### EDUCATION

Bachelor of Science, Civil Engineering  
San Jose State University  
| San Jose, CA

Mr. Lee provides clients with experience in engineering design and construction inspection. This includes a variety of public works projects involving pavement rehabilitation, drainage systems, and sewer improvements. His work experience includes assisting with design for projects in San Mateo and performing construction inspection in Concord and Marina.

### RELEVANT EXPERIENCE

#### Stormwater Inspections | City of Half Moon Bay, CA

Mr. Lee provides NPDES Program inspection services for the City of Half Moon Bay, under Provision C.3.h. (Stormwater Treatment System Operations and Maintenance Program) and Provision C.6 (Construction Site Inspection Program). During the inspection, Mr. Lee documents and discusses his inspection findings with site representatives and provides appropriate educational material to address found issues. For observed non-compliance with BMP implementation and/or treatment facility operations and maintenance, Mr. Lee communicates the necessary actions for achieving compliance, and makes arrangement for follow-up inspections and milestone check-ins. Mr. Lee provides inspection enforcement, documentation and follow-up inspections in accordance with the City's Business Inspection Plan (BIP) and Enforcement Response Plan (ERP). In the event of an active discharge, Mr. Lee works with the site representative and municipal staff, as appropriate, to stop the discharge and achieve resolution.

#### Green Infrastructure Support | Various Agencies

Mr. Lee provides green infrastructure planning support for the Cities/Towns of Colma, Half Moon Bay, Foster City, Millbrae, Hillsborough, and San Carlos. Work generally includes support of the development of the green infrastructure plans and preparation of exhibits and maps using ArcGIS software. He is capable of creating and updating GIS shapefiles and layers utilizing agency provided datasets.

#### 2019 Annual Pavement Rehabilitation Project | Town of Hillsborough, CA

Mr. Lee provided drafting support for the Town's 2019 Pavement Rehabilitation Project. The project consisted of rehabilitating 86 residential roads and the pavement treatment method includes microsurfacing, hot mixed asphalt (HMA) and rubberized HMA mill and fill, and crack treatment. The scope of work included cold planing, hot mix asphalt paving, base failure digout repair, crack sealing, pruning tree roots, adjusting surface facility covers, including manholes, valves, pull boxes, vaults, and monuments, as well as signing and striping improvements per latest CA MUTCD standard, and all related works.

#### Sewage Basin C Rehabilitation Project | City of San Mateo, CA

Mr. Lee performed man hole spot checks and assisted in the identification of spot repairs for this sewer rehabilitation project.

As part of the City of San Mateo effort to identify citywide sewer system deficiencies, the City engaged the services of CSG to evaluate closed circuit television (CCTV) inspection data for sewers in Sewage Basin C, prioritize the repair of the defects found based on the urgency of repair and available funding, recommend methods of repair, and to prepare a condition assessment report documenting the findings and recommendations.

#### Neighborhood Street Enhancement | City of Redwood City, CA

Mr. Lee provided drafting support for this Safe Routes to School and Green Infrastructure Project. The scope involved the replacement of several curb returns to meet ADA requirements, stormwater curb extensions, signing and striping, and replacement of concrete sidewalk, curb and gutter.

# David Rubcic PE, PLS

Senior Project Manager

## LICENSES & CERTIFICATIONS

Professional Civil Engineer  
State of California | C57601

Professional Land Surveyor  
State of California | L7994

## EDUCATION

Bachelor of Science, Industrial Technology  
Construction Option with  
Architectural Emphasis  
California State University at Fresno  
| Fresno, CA

Mr. Rubcic is a professional engineer with over 36 years of experience in all phases of municipal engineering including capital improvement projects, subdivision improvements, land developments, inspection, and master planning. Prior to joining CSG, Mr. Rubcic served the City of Hollister for 22 years, starting as an Assistant Engineer and ending his services as Interim City Engineer.

As part of his role with the City of Hollister, Mr. Rubcic met with the public in workshops and other meetings including one-on-one discussions for negotiations of right-of-way acquisition, project meetings, and general community outreach.

For CSG, Mr. Rubcic provided map review for developments for the Town of Windsor, **Mountain View, Monte Sereno, San Leandro and many other agencies in the area.** He also performs development review for the City of Rohnert Park as part of an on-call development and map review contract.

## RELEVANT EXPERIENCE

### Development and Map Review | City of Marina, CA

Mr. Rubcic serves as CSG's Project Manager overseeing the review of multiple developments within the City. Notable projects include but are not limited to:

- **Sea Haven/Marina Heights Development** - 240-acre site will include over 1,000 new townhouse and single-family residential units, and will include 35 acres of parks, greenbelts, and open space.
- **the Dunes Residential Development** - multiple phased of development. His responsibilities have included the review of Final Maps and the associated improvement plans for each phase. He has also performed several Tentative Map conformance reviews and a Tentative Map amendment review.
- **Marina Station** - 246.2 Acres consisting 1360 residential units, commercial, industrial, office, parks, trails. He has already preformed a Tentative Map Conformance Review and participates in project meetings with the developer.

### City Surveyor | City of Gilroy, CA

Mr. Rubcic currently serves as the CSG Project Manager and the City Surveyor where he has reviewed several Lot Line Adjustments, easements, certificate of compliance proposals and a Project Review for the compliance with existing maps on difficult properties involving a Court Judgment. He is currently reviewing a 67 Lot residential subdivision as part of the Glen Loma master planned Development.

### Quality Assurance/Quality Control | Various Agencies, CA

Mr. Rubcic has and continues to provide QA/QC services for various project reviews to CSG's staff in a number of local communities including: San Mateo, Mountain View, Daly City, Rohnert Park, the Town of Windsor, Colma, and San Juan Bautista.

### Development and Map Review | Town of Windsor, CA

Mr. Rubcic performed CSG's review of final maps, improvement plans, easements, Annexations for projects such as at 280 Arata Lane, 330 Arata Lane, and the Veteran's Village apartment project in the Town of Windsor.

### Senior Civil Engineer (Interim City Engineer) | City of Hollister, CA

Mr. Rubcic served 4 years as the Interim Engineering Manager/City Engineer, overseeing the City's Engineering Department. His responsibilities included directing and supervising City engineering activities, preparing and administering the Capital Improvement Project program, providing support to the Management Services Department, and reviewing and approving private civil engineering plans and specifications and their adherence to established engineering standards and project requirements.

# Bradley Misner AICP

## Principal Planner

### EDUCATION

Bachelor of Science, Geography and  
Group Social Science  
Western Michigan University |  
Kalamazoo, MI

Continuing Education Coursework:

Land Use Law  
California Environmental Quality Act  
(CEQA)

Subdivision Law  
University of California, Los Angeles –  
Extension | Los Angeles, CA

### PROFESSIONAL AFFILIATIONS

American Planning Association

American Institute of Certified  
Planners

To his role as Principal Planner for CSG Consultants, Mr. Misner brings expertise gained from over 25 years in the field, including extensive public agency employment experience. His wide range of municipal planning skills and experience includes current and policy planning, zoning law creation and administration, and public administration.

### RELEVANT EXPERIENCE

#### Community Development Director | City of Benicia, CA

Mr. Misner directed the Planning and Building Division functions and managed consultants; prepared and managed department budget (\$3 million); served as the Zoning Administrator; was a member of the Executive Management Team; responsible for implementation of electronic plan review and application submission, permit tracking automation, and development process improvements; and directed and coordinated housing policy discussions and preparation of Housing Element.

#### Community Development Director | City of Millbrae, CA

Mr. Misner served as Interim Director in September 2018, hired permanently in January 2019; directed functions and services of the Planning, Housing, Economic Development, Building, and Code Enforcement divisions; directed and supported the Planning Commission; provided project management for significant TOD developments; prepared policy support and prepared reports, recommendations to City Council; and managed department budget (\$2.9 million).

#### Director of Planning and Neighborhood Services | City of Milpitas, CA

Mr. Misner directed the City Planning, Housing, and Neighborhood Services Divisions, managing 14 full-time employees and various consultants, and a \$3.6 million department budget. He was responsible for hiring, training and mentoring planning, housing, and code enforcement staff. Additional responsibilities included the City's General Plan Update and associated consultant and budget management, and serving as liaison to the Planning Commission and as a member of the Executive Management Team.

#### Principal and Owner | Davis and Misner, LLC, Danville, CA

Mr. Misner provided project management and consulting services to private clients and municipalities in California. His work included project review, report preparation and analysis, compliance review with General Plan policies and Zoning Ordinance regulations.

#### Principal Planner | City of Santa Monica, CA

Mr. Misner worked in several roles of increasing responsibility during his 18-year tenure with the City's Planning Division. As Principal Planner, he supervised a team of five planners, one staff assistant and various consultants; was a member of four-person team which drafted a comprehensive update to the City's Zoning Ordinance established in 1988. Other accomplishments and duties in his planning roles included:

- Preparing and presenting staff reports involving major projects and policy analysis to the Planning Commission and City Council

- Assisting the Director as Ombudsman to the Business Community

- Serving as a member of a public/private alliance established for business retention and attraction

- Analyzing, processing, and negotiating complex land-use applications and development agreements

- Preparing reports and presenting recommendations to Planning Commission/City Council

# Leila Carver PTP

## Senior Planner

### PROFESSIONAL AFFILIATIONS

American Planning Association (APA) |  
Vice Director Finance, Board Member  
for California Chapter Orange Section

Professional Transportation Planner  
Transportation Professional  
Certification Board

### EDUCATION

Master, Urban and Regional Planning  
California State Polytechnic University  
| Pomona, CA

Bachelor of Arts, Political Science  
California State University | Fullerton,  
CA

### AWARDS

Superior Accomplishment Award, 2015  
Participation and leadership on the  
Caltrans Development Review  
Geobased Tracking System software  
application

### PRESENTATIONS

Panelist for UCI Diversity Panel for  
University of Irvine, CA  
Moderator for APA Orange Section  
Program July 2020, Zoom

Ms. Carver serves as a Senior Planner for CSG Consultants. Ms. Carver has expertise in project management, CEQA, GIS and demographic research and excels in leadership and customer service. She gained skills and knowledge in many areas of transportation planning from her nine years of experience with Caltrans. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Consulting Planner for cities of El Segundo and Burbank, and serves as a Board Member for the APA California Chapter, Orange Section.

### RELEVANT EXPERIENCE

#### Planner | City of El Segundo

Ms. Carver serves as a contract planner for the City of El Segundo where she manages complex discretionary permit cases. Ms. Carver conducts project review, prepares staff reports and notices, presents to community and stakeholders and coordinates with applicants and their consultants as part of these efforts.

#### Consulting Planner | City of Burbank

Ms. Carver supports the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review. She coordinates with various City departments to obtain conditions of approval and provide findings to prepare approval letters in coordination with City staff. She conducted site visits and reviewed the Municipal Code, Design Guidelines for Single family Special Development Permits and Neighborhood Compatibility Review Checklist to establish recommendations for a development that would maintain the architectural integrity and compatibility with the existing neighborhood.

#### Planner | City of Rolling Hills

Ms. Carver supports the Planning Director for the City of Rolling Hill including preparation of the City's Annual Progress Report for the Housing Element, and other planning services.

#### Planner | Town of Colma

Ms. Carver provides planning services to the Town of Colma by assisting with the Town's General Plan Update and Environmental Impact Report, and Climate Action Plan Update.

#### Planner | City of Carson

Ms. Carver served as a planner for the City of Carson where she managed several complex discretionary permit cases. Ms. Carver conducted project review, managed schedules, prepared staff reports and notices, presented to Planning Commission and stakeholders and coordinates with applicants and their consultants as part of these efforts. She also provided transportation planning expertise to the City for development and capital improvement projects and fee programs. Ms. Carver participated in the Community Outreach and Public Participation team including attending multiple community events to solicit input from public/community for General Plan Update.

#### Planner | City of Compton

As a contract Associate Planner, Ms. Carver reviewed various development plans, prepared comment letters, and assisted City Staff with priority projects. She managed the development review for a transitional housing project for a discretionary permit application for a conversion from existing hotel to transitional housing project with supportive services. She also participated in the community outreach efforts/charrettes for a new Downtown Specific Plan with City staff.



# Krystal Sanchez

## Assistant Planner

### EDUCATION

Bachelor of Science, City and Regional Planning  
California State Polytechnic University | San Luis  
Obispo, CA

### PROFESSIONAL AFFILIATIONS

American Planning Association

### SKILLS

Bilingual | Spanish

Krystal Sanchez serves as an Assistant Planner for CSG Consultants and is currently providing staff support to CSG clients. Ms. Sanchez provides planning assistance to public agencies using her knowledge of administering municipal codes and her communication skills in providing information to the public and other City departments. Ms. Sanchez is proficient in GIS, InDesign, AutoCAD, Sketch Up and Photoshop.

### RELEVANT CSG EXPERIENCE

#### Assistant Planner | City of Laguna Niguel, CA

As an assistant planner, Ms. Sanchez is responsible for processing use permit and other development permit applications. She also provides counter support to the City.

#### Assistant Planner | Town of Colma, CA

Ms. Sanchez provides consulting Assistant Planner services to the Town of Colma by assisting with the General Plan Update and the draft Environmental Impact Report.

#### Assistant Planner | City of Burbank, CA

As a contract Assistant Planner, Ms. Sanchez supports the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review. She coordinates with City departments to obtain conditions of approval and provide findings to prepare approval letters in coordination with City staff. She conducted site visits and reviewed the Municipal Code, Design Guidelines for Single family Special Development Permits and Neighborhood Compatibility Review Checklist to establish recommendations for a development that would maintain the architectural integrity and compatibility with the existing neighborhood.

#### Assistant Planner | City of Carson, CA

As a contract Assistant planner, Ms. Sanchez provided current planning services to the City. Ms. Sanchez was responsible for processing commercial and housing development applications, use permit and design review applications, and assuring CEQA compliance. She also provided counter support to the City.

#### Assistant Planner | City of Gustine, CA

As a contract Assistant planner, Ms. Sanchez provides support for discretionary and administrative permits. Ms. Sanchez reviews various development plans, drafts incompleteness letters and correspondence with applicants and city staff, conducts research of the City's Municipal Codes and Specific Plans to ensure development plans comply with the City's standards.

#### Assistant Planner | City of Pasadena, CA

Ms. Sanchez currently reviews various landscape projects for residential and commercial projects for compliance with Model Water Efficient Landscape Ordinance (MWELO) regulations. This includes reviewing water use calculations, plant selections and hydro zones for each landscape project.

### OTHER RELEVANT EXPERIENCE

#### Planning Intern | City of Santa Maria, CA

As a Planning Intern at the City of Santa Maria, Ms. Sanchez reviewed and provided comments on proposed site plans and prepared reports and presentations for development review meetings. Ms. Sanchez helped at the public counter and facilitated translations when needed. Ms. Sanchez facilitated community engagement at workshops for the Santa Maria 2040 General Plan Update by interpreting interviews into Spanish for community members.

# Nancy Mith

## Associate Planner

### EDUCATION

Bachelor of Science, Urban and  
Regional Planning  
California State Polytechnic University  
| Pomona, CA

### MEMBERSHIPS

American Planning Association (APA)

Ms. Mith serves as an Associate Planner for CSG Consultants. With her five years of experience with jurisdictions in Southern and Northern California, Ms. Mith provides planning services to agencies using her knowledge of administering municipal codes, application of CEQA knowledge to entitlements and design reviews, and her highly developed verbal and written communication skills in providing information to the public and other departments within the agencies. Ms. Mith has a strong creative background and is proficient in AutoCAD, architectural drafting, Sketch Up, GIS and Photoshop.

### RELEVANT CSG EXPERIENCE

#### Associate Planner | City of Laguna Niguel, CA

As a Consulting Planner at the City of Laguna Niguel, Ms. Mith provides staff augmentation and functions as an extension to City Staff. Ms. Mith assists with the daily counter operations including assisting customers with current Planning inquiries, processing administrative applications, reviewing zoning code regulations, and coordinating with various City and external departments. Ms. Mith also manages and processes several entitlements including Use Permits and Site Development permits for projects including both residential and commercial remodels and additions, as well as wireless facilities modifications and minor adjustments.

#### Associate Planner – SB2 Grant Program | City of El Segundo, CA

Ms. Mith provides assistance with the daily tasks associated with the SB2 Planning Grant Program (Program) that the City is processing as part of their Housing Element Update. As part of the ongoing tasks for the Program, Ms. Mith helped conduct a sites inventory analysis to locate potential sites for additional housing that would help the City meet its Regional Housing Needs Allocation. She prepared a community outreach plan that included options for safer community engagement that is appropriate for the current climate, and as part of the community outreach efforts, Ms. Mith also developed a Housing Needs survey to be utilized in upcoming Program workshops. Ms. Mith continues to provide support to the City and assists with additional tasks to help bring the Program to completion.

#### Associate CEQA Planner | Town of Colma, CA

Ms. Mith provides Associate Planner services to the Town of Colma by assisting with the General Plan Update and the draft Environmental Impact Report.

#### Associate Planner | Multiple CSG Client Agencies

As a Consulting Planner for the Cities of Gustine, Pasadena, Carson, Hawaiian Gardens, and Garden Grove, Ms. Mith supports City Staff by assisting with project plan review, answering customer inquiries, and coordinating with City Staff to ensure completeness and timeliness of project review. She reviews new and rehabilitated landscape projects to verify compliancy with State mandated landscape efficiency requirements. Specifically, Ms. Mith reviews the project's annual water budget calculations and ensures that the proposed landscape project does not exceed the State's maximum allowed water usage.

#### Housing Specialist | City of Hawaiian Gardens, CA

Ms. Mith served as a Housing Specialist where she managed the City's Beautification Program. Her responsibilities included project management, soliciting and reviewing applications, site visits, creating scopes of work, writing and distributing requests for proposals for contractors, and consultant coordination. She also wrote staff reports and prepared presentations for public hearings regarding the Program.

### ADDITIONAL EXPERIENCE

#### Assistant Planner | Cities of West Hollywood and Claremont, CA

As a contract Assistant Planner for the Cities of West Hollywood and Claremont, Ms. Mith reviewed multi-family residential development plans, drafted and sent out corrections notices, assisted with drafting conditions of approval documents and staff reports, researched the City's codes to ensure projects' compliancy with the City standards, and assisted with a development study to research and compile data on the existing conditions of multi-family developments.



# Steven Livings

## Code Enforcement Officer II

### CERTIFICATIONS

CACEO Modules 1, 2, & 3

### EDUCATION

A.S., Administration of Justice  
A.S., Construction Technology |  
Riverside Community College  
Riverside, CA

A.S. in Technology  
Reserve Officer Academy Laws of Arrest

Mr. Livings is a Code Enforcement Officer for CSG Consultants with over 23 years of code enforcement experience. During his career, he has served in a variety of code enforcement roles in addition to having experience in building inspection, FEMA housing inspection, and building maintenance. To this role, he brings strong customer service skills, effective written and verbal communication, and the ability to effectively organize, prioritize, and complete tasks independently. He has the interpersonal skills necessary to work with all levels of personnel and work in a team environment.

### RELEVANT EXPERIENCE

#### Parking Enforcement Officer | City of Solana Beach, CA

Mr. Livings enforced the City's municipal codes and ordinances and the vehicle code. This work involved: issuing parking citations; impounding vehicles; researching, interpreting, and enforcing Municipal Codes and Ordinances; issuing notices of violations, administrative citations, and administrative civil penalties; and testifying in court and at hearings.

#### FEMA Contract Housing Inspector | Department of Homeland Security/FEMA/Vanguard Emergency Management, Winchester, VA

Mr. Livings inspected damaged homes and properties under the FEMA guidelines to determine the extent and value of damage.

#### Contract Hearing Officer | Data Ticket, Newport Beach, CA

Mr. Livings adjudicated over legal proceedings for appeals to administrative and parking citations, and cost confirmation hearings issued by local government agencies. His work included determining if citations were valid and if they should be upheld or overturned; writing and confirming notices and orders; and compiling and submitting comprehensive findings for the final determination related to the citation.

#### Code Enforcement / Parking Enforcement / Animal Control Officer | City of Grand Terrace, CA

Mr. Livings performed a variety of enforcement functions in this multi-disciplined role, including but not limited to the issuing and processing of land use and building permits; issuing notices of violations for fire/weed and land use violations; enforcing State and local animal control regulations concerning the care, treatment, impounding and quarantine of animals; maintaining casework through gathering and documenting evidentiary materials; utilizing code enforcement tracking software; and coordinating with legal counsel to prepare documentation and provide testimony when seeking compliance through administrative hearing and/or criminal proceedings.

#### Code Enforcement Specialist | Associa Equity Property Management, Temecula, CA

Mr. Livings enforced codes and CC&R's rules and regulations. He performed routine checks on vacant homes to ensure adequate maintenance was being provided and prepared reports for the Property Services Manager. He also met with residents, took trouble calls, and directed residents to outside agencies when necessary. He performed final inspections for completed home improvement architectural plan applications and performed resale inspections for homes in escrow. Mr. Livings also created and processed letters for notifications of violations and architectural applications and performed additional various inspections as requested by Management.

#### Code Enforcement Officer II | City of Riverside, CA

As acting Code Enforcement Manager and Senior Code Enforcement Officer, Mr. Livings received, researched, and investigated complaints regarding violations of City codes, ordinances, laws, standards, and safety regulations. He worked with residents, business representatives, and other parties to resolve existing code violations, and achieve compliance with zoning, building, health, nuisance, vehicle abatement, business license, and property maintenance code and ordinances. He prepared reports, memos, and daily inspection logs, records, statistics, and files pertaining to code enforcement activities and utilized code enforcement tracking software programs and databases.

# Martha Villasenor

## Code Enforcement Officer II

### LICENSES & CERTIFICATIONS

CACEO Modules 1, 2, & 3  
Police Officer Standards Training  
(POST):  
PC 832  
Police Academy  
Rio Hondo Community College |  
Whittier, CA

### EDUCATION

General Education  
Rio Hondo Community College |  
Whittier, CA  
Mediation, Parent Leadership, Cultural  
Diversity  
Orange County Human Relations  
Commission | Santa Ana, CA  
Skills training for Dialogue, Cultural  
Diversity  
National Conference for Community  
and Justice | Los Angeles, CA

Ms. Villasenor is a Code Enforcement Officer for CSG Consultants. She brings over 25 years of municipal experience having served in the capacities of Code Enforcement Officer for numerous public agencies throughout the Southern California. She is experienced in enforcing regulations of health, safety, zoning and land use laws.

### RELEVANT EXPERIENCE

#### Code Compliance Officer | City of San Clemente, CA

Ms. Villasenor was tasked with updating and closing any outstanding and current cases. She enforced the City's Municipal Code and Zoning Code and assisted the Building Dept. with expired permits or work being done without permits. Ms. Villasenor also issued notices, citations, and red tags, when appropriate, to achieve compliance. Her work also included weekend assignments addressing garage sales, bulky waste, vendors, graffiti, working with business owner to incorporate the proper use of signage, and special events within the City.

#### Code Enforcement Officer | City of Huntington Beach, CA

Ms. Villasenor's position was a Community Development Block Grant (CDBG) position where she proactively addressed substandard and blight conditions. Other conditions addressed were nuisance properties, unpermitted and prohibited signage, mobile street vendors, and noise control and abatement. She also provided educational workshops to the community, assisted with clean up days and annual celebrations, and was co-creator of the video production "I'm Proud Where I Live".

#### Code Enforcement Officer | Cities of San Juan Capistrano and Bell Gardens, CA

Ms. Villasenor worked in the City of San Juan Capistrano addressing zoning, building and grading violations. In the City of Bell Gardens, she was responsible for zoning, parking control, inoperable vehicles and business license inspections.

### ADDITIONAL RELATED EXPERIENCE

#### Consultant | City of Whittier, CA

Ms. Villasenor consulted on a 12-month project conducting a Code Enforcement Division assessment for the City's Police Department.

# Kathryn Schooley

## Code Enforcement Officer

### LICENSES & CERTIFICATIONS

California Association of Code  
Enforcement Officers (CACEO)  
(Basic and Advanced)

Police Officer Standards Training  
(POST):  
PC 832

### EDUCATION

General Education  
Golden West College  
| Huntington Beach, CA

Ms. Schooley is over 18 years of municipal experience having served as of Code Enforcement Officer. She is experienced in enforcing regulations of health, safety, zoning, building and land use laws. She has excellent report writing and time management skills, and is adept in public speaking.

### RELEVANT EXPERIENCE

#### Code Compliance Officer | City of Huntington Beach, CA

Throughout her time at Huntington Beach, Ms. Schooley started in an administrative role and advanced to a Code Enforcement Officer. She is adept in interfacing with and educating the public on the applicable codes and paths to compliance. She interpreted and enforced the City's Municipal Code, Zoning Code, Building Code, Housing and Health and Safety Codes. She coordinated with other departments such as Fire, Police, Building, Public Works and Finance. Ms. Schooley was also tasked with updating and closing any outstanding and current cases. She was involved with the City's Public Nuisance Task Force and helped conduct neighborhood meetings working. Ms. Schooley assisted the Building Department with expired permits or work being done without permits. She issued notices, citations, and red tags when appropriate to achieve compliance. While with Huntington Beach, Ms. Schooley helped enforce short-term rentals for the city.

### ADDITIONAL RELATED EXPERIENCE

#### Fleet Service Agent | American Airlines, Southern CA

Ms. Schooley has added additional logistics and skills sets through her time supporting the airlines. She has been responsible for extensive communication and interaction as a front-line worker with customers, managing the weight and balance of the aircraft, baggage appropriations, and applying Federal regulations and addressing security concerns.

**EXHIBIT C**  
**FEE SCHEDULE**



FEE PROPOSAL TO THE

# City of Costa Mesa

FOR

**On-Call Inspections, Plan Review,  
and Staffing Services RFP #22-12**

PREPARED BY

**CSG Consultants, Inc.**

April 25, 2022



*Employee-Owned*

3707 West Garden Grove Blvd., #100, Orange, CA 92868  
phone 714.568.1010 | fax 714.568.1028 | [www.csgegr.com](http://www.csgegr.com)

**Foster City • Pleasanton • San Jose • Sacramento • Newman • Fresno • Orange**

## Revised Cost Proposal

**Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.**

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

CSG's fee schedule for the proposed services is provided in the table below. ***Plan review fees will be 60% of the City's established building division services fees and include the initial plan review and all subsequent reviews. Expedited reviews will be charged at 100% of the City's established building division services fees.*** All revisions, modifications, and changes after the permit is issued shall be charged on an hourly basis and shall not exceed \$115 per hour. CSG shall adhere to the City's requirements in the RFP with respect to the processes and fees for Expedited Plan Review, Large Public Projects, and Large Private Projects. This proposal shall be valid for 180 days following submission.

CSG will coordinate the pickup and return of all plans to CSG via staff or a licensed courier service. This service is provided at no additional cost.

Job Title	Hourly Rate	Over Time Rate
Certified Plans Examiner	\$105.00	\$157.50
Plan Check Engineer	\$125.00	\$187.50
Structural Plan Check Engineer	\$140.00	\$210.00
Certified Building Inspector	\$95.00	\$142.50
Combination Building Inspector	\$105.00	\$157.50
Fire Services Specialist	\$126.00	\$189.00
Fire Protection Engineer	\$232.50	\$348.75
Senior Fire Services Inspector	\$136.50	\$204.75
Assistant Planner	\$141.75	\$212.63
Associate Planner	\$162.75	\$244.13
Senior Planner	\$173.25	\$259.88
Principal Planner	\$189.00	\$283.50
Assistant Engineer	\$141.75	\$212.63
Associate Engineer	\$162.75	\$244.13
Senior Engineer	\$173.25	\$259.88
Principal Engineer	\$189.00	\$283.50
Permit Technician	\$78.75	\$118.13
Senior Code Enforcement Officer	\$136.50	\$204.75
Code Enforcement Officer II	\$105.00	\$157.50

*All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. CSG will mail an invoice every month for services rendered during the previous month. On July 1 of each year, CSG will initiate a rate increase based on change in CPI for the applicable region.*

**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:



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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;

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- 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.

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
DENNIS GRUBB AND ASSOCIATES LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DENNIS GRUBB AND ASSOCIATES LLC, a California limited liability company ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide inspections and plan review services as requested by the Fire Department, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City

Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Contractor shall commence providing the services set forth in this Agreement on July 1, 2022 ("Service Commencement Date"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Service Commencement Date, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for

the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONSULTANT:

Dennis Grubb and Associates LLC  
6560 Van Buren Blvd, Suite B  
Riverside, CA 92503  
Tel: (951) 772-0007  
Attn: Dennis Grubb

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5049  
Attn: Jon Neal

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing



6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Daniel Stefano  
Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Jon Neal  
Project Manager

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

## SCOPE OF WORK

### **Inspection Services:**

#### ***Fire Department***

1. Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
2. Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
3. Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
4. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
5. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
6. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
7. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
8. Utilize City electronic and paper files to research related and/or previous cases.
9. Be available during an emergency or natural disaster to assist the City with inspection services.
10. Testify in court, if necessary.
11. Provide other duties as approved by the Fire Marshal

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geo database or shape file format.

### **Plan Check Services (Information)**

**Standard Plan Review:** Proposals shall indicate how standard plan review of plans assigned to Consultant by the City of Costa Mesa will be accomplished. Standard review shall be completed in a maximum of 10 calendar days from the date the City assigns the plan for review.



For all Standard planreview the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Basedon **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based onthe attached Building Valuation Data Table. The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.

**Expedited Plan Review:** This process shall be employed when the applicant wishes to expedite the review of plan. Presently, applicants are allowed to negotiate timeframes and fees with any of the City'sConsultants. The City of Costa Mesa is currently looking at modifying its existing procedures as follows:

The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. **The City collects 25% of the Plan Check fee and the Consultant shall charge the customer 100% of the Plan Check fee.** The Consultant shall complete its initial review in **half the time specified** by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. **The City reserves the right to modify the process of the collection of fees.**

**Large Public Projects:** The City reserves the right to ask consultants to bid on plan check documentsfor large public projects, such as, libraries, fire stations, etc. In such case, the City will solicit bids fromits approved consultants and award the plan review to the lowest bidder.

**Large Private Projects:** If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directlywith a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

### **Plan Check Services:**

#### ***Fire Department***

Plans may be assigned to consultants for review in **one of two categories:**

1. Fire Protection System Plan Review:
  - a. Proposals shall indicate how standard plan review of plans referred to the consultant by the Citywill be accomplished. Standard review shall be completed in a **maximum of ten calendar daysfrom the date the City assigns the plan for review**. For all standard plan reviews, the City charges the customer 40% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule**. The **proposal shall specify the percentage of the plan review**

**fee charged by the City that the consultant shall keep for each application reviewed.** If planreview 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><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**





***A PROPOSAL TO PROVIDE PLAN REVIEW  
AND INSPECTION SERVICES FOR:  
CITY OF COSTA MESA  
March 28, 2022***

**Dennis Grubb & Associates, LLC**

6560 Van Buren Blvd, Suite B  
Riverside, CA 92503

P: 800-975-7395  
951-772-0007

[www.DGAssociates.org](http://www.DGAssociates.org)  
[Dennis@DGAssociates.org](mailto:Dennis@DGAssociates.org)







## **Dennis Grubb & Associates, LLC**

March 28, 2022

City of Costa Mesa  
77 Fair Dr  
Costa Mesa, CA. 92628-1200

Subject: Proposal for Fire Plan Review and Inspection Services, RFP #22-12

Dear Fire Marshal Neal,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional outside plan review and inspection services to the City of Costa Mesa. This proposal outlines all of the elements that, as a whole, make DGA a high quality solution to the City of Costa Mesa's needs, including our experienced personnel and our range of plan review and inspection services.

The following characteristics make Dennis Grubb & Associates, LLC uniquely qualified to service the City of Costa Mesa:

- ◆ Experienced plan review with specific technical skills in fire plans
- ◆ Experienced fire inspectors in both new and existing facilities
- ◆ Electronic plan review capability utilizing Bluebeam software
- ◆ We are a local firm whose associates are well-versed in local, regional, and state policies and practices
- ◆ Associates possess core business skills including
  - strong verbal and written communication skills,
  - professionalism and teamwork,
  - proficiency in MS Office, Outlook, Windows, and a variety of fire prevention software packages
- ◆ Competitive fees
- ◆ Excellent references
- ◆ Currently provide plan review services to Costa Mesa Fire Department and are very familiar with the projects and processes in the city

DGA also possesses exceptional qualifications:

- ◆ All our associates each have over 20 years experience working in and with fire departments
- ◆ DGA is able to meet all of the City of Costa Mesa's requirements
- ◆ DGA has the required licenses and permits to provide contract plan review and inspection services in the State of California
- ◆ DGA and its associates possess the certifications and qualifications required, and are they are highly experienced in the usage and content of all California Building

Standards Codes and currently adopted nationally recognized standards,  
including all NFPA Fire Codes

This proposal is valid, binding, and capable of acceptance by the City of Costa Mesa for 180 days from the date of submittal. We look forward to continuing our relationship with the City of Costa Mesa, and we welcome any request to provide further information regarding our qualifications to perform these services.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Grubb", written in a cursive style.

Dennis J. Grubb,  
President

## FIRM EXPERIENCE

### Profile

Dennis Grubb & Associates, LLC (DGA) was initially created in 2005, providing contract fire plan review for a single municipality. In 2007, DGA formalized our company by becoming a Limited Liability Corporation. By 2022, DGA has conducted fire reviews for 20 agencies, has provided a broad range of fire protection plan review services for over 17 years, and is currently performing contract plan review services for 17 agencies.

DGA appreciates our clients' concern for high quality performance and precise communications when utilizing the services of a consultant. Close interaction with the client is considered an essential part of our consulting services. With a thorough understanding of the codes and the intent with which they were written, we provide consistent and proper enforcement while maintaining the respect of both the client and the public.

### Project Experience

DGA specializes exclusively in FIRE SAFETY. In order to maintain no conflict of interest, DGA does not perform any design work.

DGA personnel are fire plan review professionals. All DGA plan review and inspection staff have worked a minimum of 20 years directly for the fire service of a city, county, or fire district and have combined experience including:

- over 180 years of direct fire life safety plan review
- in excess of 150,000 fire safety plan reviewed.

Each associate maintains a variety of industry recognized professional certificates.

DGA has checked the simplest to the most complex projects. Below are just a few examples of some of the complex projects reviewed and/or inspected by DGA personnel. The plan review for these projects included all aspects such as architectural, special systems, fire alarm systems, fire sprinkler systems, underground fire line, hazardous material review, smoke control, and medical gas as applicable. Most of the projects also included fire department access review.

**Ionis Pharmaceuticals, Carlsbad**

- H-3

**Robertson Ranch Apartments, Carlsbad**

- R-2

**VA Medical Center, Loma Linda**

- B/I-2/A-2

**Wolf Lodge, Garden Grove**

- High Rise R-1/A-2/A-3/A-4

**Amazon Distribution, Moreno Valley**

- B/S-1/A-2/A-3/HPS

**Improv, Brea**

- A-1/A-2

**Toyota Arena, Ontario**

- A-1

**Paseo Colorado Hotel, Pasadena**

- R-1/A-1/A-3

**Embassy Suites, Ontario**

- High Rise R-1/A-2/A-3

**Villa Verona Apartment Complex, Perris**

- R-2

**Karma Fisker Automotive, Moreno Valley**

- F-1/H-2/H-3/B/S-1/A-3



VA Medical Center



Great Wolf Lodge



Amazon Fulfillment Center



Toyota Arena



Embassy Suites

## Personnel

### DGA specializes in FIRE SAFETY plan review and inspection services

Fulfilling the needs of the client is our paramount objective. DGA understands that each client is unique and has its own operating methods, and we work with each client to fully understand their needs and standard operating practices, then tailor our methods and processes to best meet their needs.

DGA has 7 fire safety specialists who will service this contract. Each specialist has a minimum of 20 years direct fire life safety experience.

#### DGA Principal Plan Examiners

- ◇ Dennis Grubb
- ◇ Diedre Locati

#### Associates

- |                   |                                     |
|-------------------|-------------------------------------|
| ◇ Andrew Keyworth | Plans Examiner                      |
| ◇ Kevin Scott     | Plans Examiner (Contract Labor)     |
| ◇ Brett Petroff   | Senior Fire Life Safety Inspections |
| ◇ Doug Hartman    | Senior Fire Life Safety Inspections |
| ◇ Tony Verdenne   | Senior Fire Life Safety Inspections |

### Adequacy of Labor Resource

Dennis Grubb & Associates, LLC (DGA) has ample professional resources in both the number of staff, as well as the expertise to satisfy the Fire Plan Review and inspection needs of the City of Costa Mesa.

Key personnel will be available, to the extent proposed, for the duration of the contract. No person designated as “key” to the project shall be removed or replaced without the prior concurrence of the Costa Mesa Fire Department.

## RESUMES

### Dennis Grubb

Mr. Grubb is thoroughly knowledgeable on State, Regional and Local Amendments, Guidelines, Information Bulletins, Policies & Procedures, and the Proprietary Fire Prevention Software (IFP).

- ♦ Led Orange County Fire Authority's code adoption process for the 2010 & 2013 Code Cycle.
- ♦ 2010 & 2013 Orange Empire Code Committee
- ♦ 2013 Orange County Fire Prevention Officer Association Code Committee Chairman

#### **Certifications**

##### International Code Council CC

- ♦ Certified Fire Plans Examiner
- ♦ Certified Fire Inspector II
- ♦ Flammable & Combustible Liquids
- ♦ High Pile Combustible Storage
- ♦ Solving Means of Egress in Commercial Buildings
- ♦ Fire Protection Systems
- ♦ Hazardous Materials
- ♦ Nonstructural Fire & Life Safety Principles
- ♦ CFC Fundamentals
- ♦ Commercial Product Conveying Ducts & Exhaust Systems
- ♦ Spray-Applied Fire-Resistive Materials/Intumescent Coatings
- ♦ Performance Based Code Enforcement
- ♦ Tenant Improvement Aspects of A, B and M Occupancies
- ♦ Solar Photovoltaic Systems
- ♦ Assembly Means of Egress
- ♦ Special Buildings Types & Features
- ♦ Commercial Kitchen Hoods
- ♦ Building Areas, Fire Areas and Mixed Occupancies
- ♦ Compressed Gases & Cryogenic Fluids

##### International Conference of Building Officials

- ♦ Application of the UFC for Building Construction
- ♦ Means of Egress 1
- ♦ Means of Egress II

##### NFPA

- ♦ Hazardous Classified Locations
- ♦ Automatic Sprinkler Systems

##### Office of the State Fire Marshal, California

- ♦ Fire Prevention 1A, 1B, 1C, 2A, 2B, 3A
- ♦ Statutes & Regulations
- ♦ Hazardous Materials

#### **Education**

##### August Vollmer University

B.S. - Criminal Justice Los Angeles

Community College

A.A. - Administration of Justice

#### **23+ Years of Experience in Fire and Life Safety**

Mr. Grubb is currently serving as the Fire Marshal in the City of Montclair and Placentia. In the City of La Habra Heights Mr. Grubb is serving as the Deputy Fire Marshal.

## Diedre Locati

### Education

Cal State University, Long Beach  
B.S. - Occupational Studies

Miramar College  
A.S.- Fire Science

### Certifications

- ◆ ICC Fire Plans Examiner Certified
- ◆ California State Fire Marshal  
Fire Prevention Officer I, II, and III  
Fire Investigator I
- ◆ Certified Fire Investigator
- ◆ California Specialized Training  
Institute  
Hazardous Materials Technician
- ◆ CFAA  
Fire Alarm System Plan Review  
Fire Alarm System Design
- ◆ IFCE  
Flammable & Combustible Liquids
- ◆ Fire Sprinkler Advisory Board  
Fire Sprinkler Plan Review  
Piping & Water Supplies  
Special Advance Systems
- ◆ ICC  
Fire & Life Safety Principles  
Hazardous Materials

### Associations/Committees

California Fire Prevention Officers,  
Southern Section  
International Code Council  
National Fire Protection Association  
California Fire Alarm Association  
California Professional Firefighters, L3757  
International Association of Firefighters

### 33+ Years of Experience in Fire and Life Safety

As a DGA Associate, Ms. Locati performs plan review and inspections to ensure compliance with adopted codes and standards in but, not limited to, chemical hazard classification, hazardous processes/system, above/below ground tanks, spraying/dipping operations, and special systems.

### Agency Experience

- ◆ City of Corona

- ◆ Orange County Fire Authority

### Project / Plan Review Experience

- ◆ Perform plan review of and prepare correction notices for:
  - Building construction and tenant improvements,
  - Fire sprinkler and alarm systems,
  - High piled storage plans,
  - Hazardous materials
  - Fire and building code compliance
- ◆ Manage hazardous materials disclosure program for industrial and manufacturing occupancies
- ◆ Coordinate and perform new construction, systems and annual inspections
- ◆ Review fuel modification and vegetation management plans
- ◆ Perform fire investigations and maintain multiple qualifications as a resource for wildland fires
- ◆ Develop plan review for emergency access and water supply
- ◆ Create and coordinate wildland inspection program,
- ◆ Issue fire code permits
- ◆ Present code amendments and assist with code adoption process

Ms. Locati has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and additional nationally recognized fire protection design standards.



## Andrew Keyworth

### Education

Oklahoma State University  
B.S.- Engineering Technology - Fire  
Protection and Safety

University of California - Riverside B.S.-  
Biology with Minor in History

### Certifications

- ◆ CBC Nonstructural Fire and Life Safety Principles, ICC
- ◆ CFC Fundamentals, ICC
- ◆ Fire Protection Systems, ICC
- ◆ Solving Means of Egress Issues in Commercial Buildings, ICC
- ◆ 2006 IBC Transition from 1997 UBC, ICC
- ◆ IBC Hazardous Materials, ICC
- ◆ 2006 IFC Transition From 2000 UFC, ICC
- ◆ State Regulated Facilities, OCFA
- ◆ Intermediate Fire Alarm Seminar, AFAA
- ◆ Fire Alarm System Testing and Inspections, AFAA
- ◆ Means of Egress I & II, ICBO
- ◆ Underwriters Laboratories Fire Systems, Alarm Association
- ◆ Prevention 1A, 1B, 1C, CSFM
- ◆ Chemical Classification 101, OCFA
- ◆ Hazardous Materials/Confined Space Awareness, OCFA
- ◆ Fire Alarm Systems, California Fire Chiefs Association
- ◆ Flammable and Combustible Liquids—UFC Article 79, ICBO
- ◆ Hazardous Materials, ICBO
- ◆ Applications of the UFC for Building Construction, ICBO

### 21 Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Keyworth will perform plan review to ensure compliance with adopted codes and standards for a wide variety of facilities and uses to include but, not limited to fire alarm system, fire suppression systems, pre-engineer systems, architectural, high piled storage, and special systems.

### Agency Experience

- ◆ Riverside City Fire Department
- ◆ Grinnell Fire Protection
- ◆ Orange County Fire Authority

### Project / Plan Review Experience

- ◆ Evaluate proposed fire protection systems and scenarios to help eliminate the danger to prevention & suppression personnel as well as the public
- ◆ Participate in detailed coordination and interfacing with appropriate building department representatives to ensure compliance
- ◆ Provide guidance and direction to subordinates

Mr. Keyworth has completed the following specialty certifications;

- ◆ OSHA Hazardous Waste Operations Training 1910.120 (e) (3) (I) Off-Site
- ◆ OSHA Hazardous Materials Technician



## Kevin Scott

### Certifications

- ◆ ICC Preferred Provider – Training/Instructor
- ◆ ICC Certified Fire Plans Examiner
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Fire Prevention Officer
- ◆ Certified Plans Examiner
- ◆ Certified Fire Protection Specialist
- ◆ Certified Fire Inspector II
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Uniform Fire Code Inspector, 2000 UFC
- ◆ Information Officer Type III
- ◆ Fire Prevention Officer III
- ◆ Certified Fire Code Inspector
- ◆ Certified Medical Gas Installation Inspector
- ◆ Fire Prevention Officer II
- ◆ Fire Prevention Officer I

### Instructor

- ◆ International Code Council Preferred Provider: 2000-present
- ◆ Certified State Fire Marshal: 1996-2008.
- ◆ International Fire Code Institute: 1998-2002.
- ◆ International Conference of Building Officials: 1999-2002.
- ◆ Bakersfield Community College: 1996-present

### Education

- ◆ Fire Science Certificate, Bakersfield Community College
- ◆ Associate of Arts Degree in Fire Science, Pasadena City College

### 40+ Years of Experience in Fire and Life Safety

### Technical Activities

- ◆ California Code Interface Committee: 2011-2012.
- ◆ Task Group 400 – Secretariat: 2010-2011.
- ◆ Hydrogen Gas Ad Hoc Committee – Vice Chairman: 2003-2005.
- ◆ Fire Council for Underwriter's Laboratories: 1999-2012.

- ◆ International Fire Code, Code Development Committee – Chairperson: 1998-2004.
- ◆ International Fire Code, Interpretations Committee: 2001-2006.
- ◆ Technical Advisory Committee for Retail Sales of Fireworks: 2004-2007.
- ◆ Fire Prevention Committee of the California State Firefighters Association: 2004-present.
- ◆ California Code 2000 Partnership, Representing California Fire Chief's Association: 1998-2000.
- ◆ Prescriptive Drafting Committee for the International Fire Code, Code Development Committee: 1997-2000
- ◆ Uniform Fire Code, Code Development Committee – Vice Chairperson: 1995-1999.
- ◆ Uniform Fire Code Committee, California Fire Chiefs' Association – Chairperson: 1992-1995.
- ◆ Technical Advisory Committee on Retail Storage of Group 'A' Plastic Commodities: 1993-1996.

### Project / Plan Review (highlights)

- Aerotest Maintenance Hangar—Mojave
- Alpha Explosives – Mojave
- Elk – GAF Roofing Manufacturing Facility – Shafter
- Frito-Lay Inc., Bakery & Distribution Warehouse – Buttonwillow
- IKEA Regional Warehouse & Distribution Center – Tejon
- Lerdo Pre-Trial Facility – Shafter
- Lone Star Gas Refinery and Distribution Facility – Shafter
- Mojave Air and Space Port – Mojave
- Plains All American Bakersfield Crude Terminal – Old River
- Products Research Chemical Corporation – Mojave
- Sears Logistics Regional Warehouse and Distribution Center – Delano
- Shafter Intermodal Rail Facility – Shafter
- Target Distribution Warehouse – Shafter
- Tejon Industrial Complex – Tejon

## Brett Petroff

### Education

Cal State University, Fullerton  
B.A. - Biological Science

OCFA Leadership Institute

### Certifications

- ◆ Hazardous Material Management Certificate UCI
- ◆ California State Fire Marshal, Fire Prevention Officer I & II Certificate
- ◆ California State Fire Marshal, Fire Marshal Certificate

### Agency Experience

- ◆ Orange County Fire Authority
- ◆ Fullerton and Brea Fire Department
- ◆ City of Whittier/ Emergency Management
- ◆ City of Montclair

### Project / Plan Review Experience

- ◆ Responsible for increasingly technical inspections of all types.
- ◆ Supervised and managed Plan Review, Wildland Program, High Rise inspection Program, Hazardous Materials Program, and a wide array of special projects teams (fireworks, code adoption, FHSZ Maps, Smoke Alarm, etc).
- ◆ Worked with a variety of partner agencies and organizations to accomplish objectives.
- ◆ Assisted with City Councils and County Board of Supervisors.
- ◆ Develop and manage budgets.
- ◆ Set and achieve goals.
- ◆ Developed and trained staff.
- ◆ Operated as team member in managing a major department in the agency.
- ◆ Prepared and present outreach presentations to special groups and attend community events.
- ◆ Develop policies and procedures.

- ◆ Develop and implement training exercise and drills.
- ◆ Performed plan review function and managed significant workload.
- ◆ Coordinated inspections with other city departments as necessary to obtain successful outcomes.

As a DGA Associate, Mr. Petroff is currently serving the City of Montclair as the Deputy Fire Marshal.

### 34 Years of Experience in Fire and Life Safety

## Doug Hartman

### Education

Santa Ana College  
Fire Science - Fire Investigations  
Allan Hancock College  
Fire Hydraulics

### Certifications

- ◆ **CSFM:** Fire Prevention Level 1 and 2 course work, Fire Instructor Level 1 course work, Hazardous Materials Technician- Basic Chemistry
- ◆ **CSTI:** Hazardous Materials First Responder Awareness
- ◆ **NFPA:** Assessing Structure Ignition Potential
- ◆ **National Wildfire Coordination Group:** Concept of Wildfire
- ◆ **ICC:** Fire protection Plans, The Wildland Urban Interface and Fire Prevention
- ◆ **AFAA:** Auto Fire Detection and Fire Alarms
- ◆ **CFAA:** Fire Alarm System Plan review, Fire Alarm System Design
- ◆ **NSFA:** High Piled Storage, Pumps for Fire Protection
- ◆ **Fire Sprinkler Advisory Board:** Classes level I-IV
- ◆ **OCFPO:** Aerial and Theatrical Fireworks

### Associations/Committees

- ◆ Orange County Fire Prevention Officers
- ◆ OCFPO: Wildland Urban Interface Committee Chair
- ◆ California Fire Prevention Officers Southern Section: Fire Alarm Devices Committee member
- ◆ CSFM: State Fire Alarm Advisory Committee member

### 35 + Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Hartman is currently serving the Placentia City Fire Department as a Senior Fire Inspector regarding residential and commercial occupancies.

### Agency Experience

- ◆ Knott's Berry Farm Fire Department
- ◆ Fountain Valley Fire Department
- ◆ Buena Park Fire Department
- ◆ Orange County Fire Authority

### Project / Plan Review Experience

- ◆ Performed plan review of and prepared correction reports for: site development, architectural, fire sprinklers, fire alarms, high piled storage, special extinguishing systems and hazardous materials.
- ◆ Manage special event permit program
- ◆ Lead plan review and annual inspector of large amusement park in OC
- ◆ Review fire protection, fuel modification and vegetation management plans
- ◆ Review Alternative Materials and Methods for equivalent protection
- ◆ Basic Fire Academy- Fire Prevention instructor
- ◆ Assist in the code adoption process
- ◆ Issue fire code operation permits

Mr. Hartman has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and Fire and Life Safety code inspections.

## Tony Verdenne

### Education

Santa Ana College  
Crafton Hills College  
Chapman University

### Associations/Committees

Orange County Fire Prevention Officer's Association  
South Bay Fire Prevention Officer's Association  
American Red Cross  
American Heart Association

### 38 Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Verdenne is currently serving the Placentia City Fire Department as a Senior Fire Inspector regarding residential and commercial occupancies.

### Agency Experience

- ◆ Orange County Fire Authority
- ◆ Gardena Fire Department

### Project / Plan Review Experience

- ◆ Duties include but not limited to complex fire and life safety code inspections, and related compliance for: public complaints, referrals, special events, film shoots, and state licensed care facilities.
- ◆ Assisted in developing the firefighters' inspection program with documentation, and PowerPoint presentations.
- ◆ Trained, coached, and mentored new inspectors, and firefighters regarding fire prevention methods, procedures, efficient practices, public relations, meeting etiquette, fire safety systems, corrections, documentation, and creative solutions.
- ◆ Fostered relationships between city officials and partnering agencies such as the Department of Social Services, California State Fire Marshal's office, OSHPD Office of Statewide Health Planning and Development, public health agencies, and school districts.
- ◆ Developed and coordinated a State licensed "850" program through extensive training and oversight regarding educational and care occupancies.

- ◆ Researched, prepared, and issued safety notices, permits, and correction letters regarding compliance issues and deficiencies with a business-friendly, educational, and creative solutions approach.
- ◆ Analyzing, interpreting, and applying applicable federal, state, and/or local laws, rules, and regulations.

Mr. Verdenne has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and Fire and Life Safety code inspections.

## Cities & Agencies Currently Served

DGA has built a reputation of excellent fire plan review services primarily due to the extensive experience of Dennis Grubb and the Associates that is coupled with excellent customer service. This reputation has led to jurisdictions approaching DGA to handle their special projects. The following agencies that DGA currently serves, point of contact will be provided upon request:

Brea Fire Department	Montclair, City of
Colton Fire Department	Murrieta Fire & Rescue
Carlsbad Fire Department	Orange County Fire Authority
Costa Mesa Fire Department	Pasadena Fire Department
Fullerton Fire Department	Perris, City of
Garden Grove, City of	Placentia Fire & Life Safety Department
Laguna Beach, City of	San Gabriel Fire Department
La Habra Heights, City of	San Mateo County Fire
Loma Linda Fire Department	

## Letters of Recommendation

DGA recognizes that meeting and/or exceeding the client's needs is paramount to the success of both DGA and the client. Proposals are promises for specific performance, but once the contract is awarded, does the contractor consistently meet that performance? Do they meet the turn-around times? Are they comprehensive in the reviews? Is the contractor readily available for consultation? Do they have the staff with the experience to handle all plan types? As you can see from the attached Letters of Recommendation the answer to all those questions is a resounding yes.

## LETTERS OF RECOMMENDATION



March 23, 2022

To whom it may concern.

Subject: Letter of Recommendation for Dennis Grubb & Associates

Dear Sirs,

I would like to take this opportunity to highly recommend Dennis Grubb & Associates (DGA) as a consulting plan review firm for Fire Services.

DGA has worked for the Carlsbad Fire Department for the past 7 years and serves as our primary plan review firm. The quality of their review process, as well as the customer service that they provide to our city and our applicants, is well above all other firms that I have worked with over the past 14 years. The service levels that they provide allowed me to make the decision to transition our entire plan review process away from an in-house service to a third party service without any concerns that would negatively affect the development process. DGA continually goes the extra mile for my fire department and the personal relationship that Dennis provides assures me that I can always reach out to him if I have any questions or concerns.

As the Fire Marshal, I have selected DGA to work for me for two different cities now over the past 14 years. They continue to be the only plan review firm in Southern California that only services the fire service, and the professionalism of his associates is superior to all other firms that I have used. The full service approach that he takes to our contract is something that I have yet to experience with any other firm and I will highly recommend DGA to any fire agency that is seeking to out-source their plan review process.

If you would like to discuss DGA's qualifications further, please feel free to contact me at (626) 536-6677.

Sincerely,

A handwritten signature in black ink that reads "Randall Metz".

Randall Metz, EFO, CFO, FM, MIFireE  
Division - Fire Marshal  
Carlsbad Fire Department



**Fire Department**

**Fire Prevention** 1635 Faraday Ave. | Carlsbad, CA 92008 | 760-602-4660 | [www.carlsbadca.gov](http://www.carlsbadca.gov)



## CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT  
BUILDING DIVISION

135 N. "D" Streets, Perris, CA 92570-2200

TEL: (951) 943-5003 FAX: (951) 943-8379

March 21, 2022

To Whom It May Concern,

Dennis Grubb & Associates has been providing excellent and timely fire plan review services and staff Review Comments for Planning Entitlement cases for the City of Perris since 2005. To this day Dennis and his staff have provided excellent technical expertise, professional service and demonstrated sound judgment in executing their duties and responsibilities.

In my experience, Dennis Grubb and Associates attention to detail has helped identify and mitigate problems quickly, resulting in consistent expedient turn around timeframes. In addition, I also consider Mr. Grubb to be an excellent resource by drawing from his extensive knowledge and experience whenever technical code interpretation is sought.

We look forward to a successful, continued relationship with Dennis Grubb and Associates.

Sincerely,

David J. Martinez CBO  
Fire Marshal  
City of Perris





## City of Loma Linda Fire Department

### *Community Risk Reduction Division*

To Whom It May Concern:

This is my professional recommendation for Dennis Grubb of Dennis Grubb and Associates, LLC. Dennis Grubb is currently a fire plan check consultant for the City of Loma Linda Fire Department and had provided these services to the Fire Department since June of 2018.

Over the past months, the City of Loma Linda has experienced unprecedented growth with the new construction and tenant improvements. With current projects, and numerous completed projects, Dennis has not only met, but exceeded all expectations and requirements of his current Professional Services Agreement with the City.

Dennis has been very responsive and has always made himself available for training, questions, or clarifications on any issues. With over 23 years' experience in doing Fire plan checks for multiple cities, Dennis has built relationships with numerous professionals in a multitude of related fields. As the Fire Marshal, I have benefitted immensely from this vast network of knowledge as Dennis has also helped me to start building rapport and relationships with these professionals which in turn has provided further value and depth to this agreement.

Dennis's knowledge and attention to detail on construction and fire code requirements on plan checks has proven invaluable not only to the Fire Department, but also to the contractors and developers that we work with daily. Since June of 2018, our ability to provide outstanding customer service has increased greatly with the assistance of Dennis and his firm and I look forward to our continued work together.

Please feel free to contact me if you have any questions, or require further information.

Respectfully,

A handwritten signature in black ink, appearing to read "Tom Ingalls", written over a horizontal line.

Tom Ingalls  
Fire Marshal

25541 Barton Road, Loma Linda, CA 92354 • (909) 799-2850 • Fax (909) 799-2891



## Quality Assurance

### EXCELLENT REPUTATION

DGA has built a reputation of excellent fire plan review services primarily due to the combination of the extensive experience of Dennis Grubb and the Associates and excellent customer service. This reputation has led to jurisdictions approaching DGA to handle their special projects, such as the Toyota Area in Ontario, VA Medical Center in Loma Linda, or the Great Wolf Lodge in Garden Grove.

### KNOWLEDGE

DGA takes an active role in the code adoption process by participating in numerous committees that provide DGA members with knowledge of new changes to the code and, more importantly, the intent behind any changes.

### TECHNOLOGY

DGA stays abreast of the latest technologies, from using Drop-box to allow our customers instant access to correction letters and/or correspondence, to having electronic plan review capability through the use of Bluebeam Software. DGA has experience in using a variety of Community Development Software, including but not limited to, ACELLA and OCFA's IFP (propriety software).

## Customer Service

DGA recognizes that customer service is paramount to any organization. Dennis Grubb will be the primary point of contact for the City of Costa Mesa. As such he will be available to handle any customer service issue immediately on behalf of DGA. DGA will engage the City of Costa Mesa's supervisory staff as a situation warrants. As a retired OCFA Assistant Fire Marshal, Dennis Grubb has years of experience in handling customer complaints and is skilled at deescalating situations and resolving issues.

## Concurrent Task Completion

DGA has highly experienced associates who will fulfill the plan review services and inspection services for the City of Costa Mesa through the term of this contract. As a small company, we are selective in the contracts we pursue. We constantly evaluate the workload we have vs the resources available, thus ensuring that we always have sufficient resources. By having contract labor, we are able to quickly increase or decrease the required resources to maintain high quality services.

## Scope of Services

DGA specializes in fire life safety. Our highly experienced associates will provide fire plan review & inspection services for the City of Costa Mesa's Fire Prevention Division in the following areas:

- ☐ Fire Sprinkler
- ☐ Fire Alarm and Monitoring Systems
- ☐ Underground Water Supply
- ☐ Fire Pump
- ☐ Special, clean agent system
- ☐ Commercial cooking fire protection
- ☐ High Piled Storage
- ☐ Architectural (all occupancies including High Rise)
- ☐ Above and Below Ground Storage Tanks
- ☐ Refueling Station
- ☐ Hazardous Material
- ☐ Spray Booths
- ☐ Combustible Dust
- ☐ Smoke Control
- ☐ Compressed Gas Systems (Medical, Industrial)
- ☐ Chemical classification
- ☐ Fuel Modification
- ☐ Special Processes & Equipment
- ☐ Solar Systems

## Scope of Work

DGA will provide plan review services including the following:

- ◇ Pick up and drop off plans at the City of Costa Mesa or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
- ◇ Pick up, complete the plan check review, and return plans to the City of Costa Mesa within 10 business days (3 business days for accelerated plans).
- ◇ Where corrections are required, return the plans directly to the applicant or as directed by the city. The correction letter, if applicable, will be posted to Drop-box (Cloud based file system), which will be accessible to Costa Mesa Fire Prevention personnel.
- ◇ Update the city's project tracking software as directed by the city.
- ◇ Be available for phone calls or in-person meetings with the City of Costa Mesa as needed.
- ◇ Be available to consult with the City of Costa Mesa field inspection team(s) as needed.
- ◇ Stamp and sign all plans in accordance with the City of Costa Mesa policy and procedure.
- ◇ Verify compliance with adopted state & local codes/ordinances including updates.
- ◇ Provide inspections as requested by the city.

**EXHIBIT C**  
**FEE SCHEDULE**

## **Revised Cost Proposal**

**Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.**

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

<b>Job Title</b>	<b>Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Fire Protection & Detection System Review	60% of the adopted fees	
Architectural Plan Review	\$125.00	\$125.00
Fire Inspector	\$110.00	\$110.00

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

#### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

#### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

#### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;



<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
INTERWEST CONSULTING GROUP INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and INTERWEST CONSULTING GROUP INC., a Colorado corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide inspections, plan review and staffing services as requested by the City, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City

Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Contractor shall commence providing the services set forth in this Agreement on July 1, 2022 ("Service Commencement Date"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Service Commencement Date, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for

the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONSULTANT:

Interwest Consulting Group Inc.  
P.O. Box 18330  
Boulder, CO 80308  
Tel: (619) 372-9962  
Attn: Paul Meschino

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5604  
Attn: Ziad Doudar

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.



Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
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 geodatabase or shapefile format.

## **Plan Check Services**

### ***Development Services Department (Building Division)***

1. Upon request of the City, consultant shall assign regular office hours to plan review positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, and California Electrical Code, amendments to these codes, and other applicable governmental codes and regulations.
  - a. 2019 California Residential Code
  - b. 2019 California Building Code Volume 1
  - c. 2019 California Building Code Volume 2
  - d. 2019 California Fire Code
  - e. 2019 California Mechanical Code
  - f. 2019 California Electrical Code
  - g. 2019 California Energy Code
  - h. 2019 California Plumbing Code
  - i. 2019 California Green Building Code
3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
4. E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
5. Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
6. Return plans to the City for the first check no later than City standards including re-submittals.
7. Turnaround timeframe for an expedited plan check is half the time of a regular plan check.
8. When requested, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
9. Route plans to various City departments via plan technicians or electronically; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
10. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants in a timely manner.
11. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
12. Manage the project schedule in accordance with City's adopted timeframes.
13. Utilize City electronic and paper files to research previous and/or related permits.
14. Be available during an emergency or natural disaster to assist the City with inspection services.
15. Document all time tracking according to City requirements and specifications in a clear, concise, timely manner.

## **Fire Department**

Plans may be assigned to consultants for review in **one of two categories**:

1. Fire Protection System Plan Review:

- a. Proposals shall indicate how standard plan review of plans referred to the consultant by the City will be accomplished. Standard review shall be completed in a **maximum of ten calendar days from the date the City assigns the plan for review**. For all standard plan reviews, the City charges the customer 40% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule**. The **proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed**. If plan review fee(s) for a larger project exceeds a reasonable plan review cost recovery based on the project review time, the City reserves the right to request that the review be completed at the hourly review rate rather than the standard calculation. An example of the fee breakdown is:
- b. **Hood Suppression System** – Fee is \$360 + \$7 per nozzle. A system with 10 nozzles would be  
 $\$360 + \$70 = \$430$ .  $\$430 \times 60\% = \$258$  in permit fees.  $\$430 \times 40\% = \$172$  in plan review fees. The proposal shall include the percentage of the \$172 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
- c. **New NFPA 13 Sprinkler System** – Fee is \$775 + \$7 per head. A system with 100 nozzles would be  $\$775 + \$700 = \$1475$ .  $\$1475 \times 60\% = \$885$  in permit fees.  $\$1,475 \times 40\% = \$590$  in plan review fees. The proposal shall include the percentage of the \$590 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.

2. Fire and Life Safety Plan Review

- a. Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.
- b. **Expedited Plan Check**
  - i. This process shall be employed when an applicant wishes to expedite the review of plans. The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The city shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City. The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

**ATTACHMENT 1**  
**BUILDING PERMIT FEES**

**ATTACHMENT 1**  
**BUILDING PERMIT FEES**

**TABLE 1A-A – BUILDING PERMIT FEES**

	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.



**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*



**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



A SAFEbuilt® COMPANY



# CITY OF COSTA MESA

## RFP #22-12 Proposal to Provide On-Call Inspections, Plan Review, and Staffing Services

March 31, 2022

**SHELBY SIERACKI**

Account Manager

626.224.255

[ssieracki@interwestgrp.com](mailto:ssieracki@interwestgrp.com)

[www.interwestgrp.com](http://www.interwestgrp.com)



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March 31, 2022

City of Costa Mesa, Finance Department  
77 Fair Drive, 1<sup>st</sup> Floor  
Costa Mesa, CA 92626



Subject: RFP #22-12 to Provide On-Call Inspections, Plan Review, and Staffing Services

We have appreciated the opportunity to serve the City of Costa Mesa since 2012, having provided On-Call Building Plan Review and Inspection, Traffic Engineering support, and Public Works support.

Interwest Consulting Group (Interwest) understands that the City of Costa Mesa's Purchasing Department (City) is seeking a qualified firm to provide plan check, inspection, code enforcement, and permit technician staffing services. We stand ready and capable of providing the City with the full scope of requested services.

Interwest maintains the largest staff of building safety professionals in California. With a deep bench of more than 275 professionals dedicated to providing building safety services to our clients, our team of well-qualified staff is available to assist the City as needed to meet workload demands. We are proposing a highly qualified and appropriately licensed staff of structural, civil, mechanical, and electrical engineers, ICC certified plans examiners, CASp certified plans examiners and inspectors, and ICC certified inspectors. We also have additional staff specializing in providing complete Building Safety Services, such as building officials, permit technicians, and administrative staff, should the City need these services.

As Vice President of Operations of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. We propose **William Hayes, CBO, ICC**, as Project Manager for this engagement and the City's day-to-day contact for any questions. William brings 14 years of building official, plan review, and building inspection experience. His progressive and extensive knowledge of the building industry translates to efficient and effective services for our clients. Our contact information has been provided below:

Paul Meschino // Vice President, Operations  
619.372.9962 | pmeschino@interwestgrp.com

William Hayes, CBO, ICC // PM | Primary Contact  
714.899.9039 | whayes@interwestgrp.com

Local Office: 1 Jenner | Suite 160 | Irvine, CA 92618 | Phone: 714.899.9039 | Fax: 714.899.9039

Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com. We appreciate the opportunity to present our proposal to the City of Costa Mesa and look forward to continuing to serve your community.

Respectfully Submitted,

Paul Meschino  
Vice President of Operations

## Section 2: Background and Project Summary

---

### Project Understanding

Our staff understands what it takes to run a thriving municipal building and safety department. They are trained and fully capable of providing a wide range of inspection services to support the City of Costa Mesa. Proposed services include:

- Code Enforcement Staffing Service
- Permit Technician Staffing Services
- Inspection Services (for Development Services Dept., Fire Dept. and Public Services Dept.)
- Plan Check (for Development Services Dept. [Building Division], Fire Dept. and Public Services Dept. [Engineering and Transportation Division])

Services will be provided to support and supplement your existing staff. All staff will maintain a high level of customer service to the community, support the efficiency within the department and provide quick plan review turnaround times and thorough inspections.

Interwest Consulting Group has **20 years of experience** providing the building department services requested in the RFP. During this time, we have established a proven track record of providing high-quality and timely building safety and fire services to jurisdictions throughout California. Our team is comprised of highly experienced, customer-service-oriented professionals who have successfully served our client jurisdictions.

Additionally, our proposed team is familiar with the City of Costa Mesa's expectations and specific approach to providing the requested services, having provided continuous building plan check and inspection services to the City since 2016.

### KEY OBJECTIVES

Our key objectives will be to provide the following:

- Staff with a customer service focus and thorough knowledge of building department policies and procedures and promoting cooperation and partnership with other City departments and outside agencies.
- International Code Council (ICC) Certified Building Inspectors and Code Enforcement Officers with broad experience in jurisdictional procedures and the highest commitment to customer service.
- Attend any required meetings related to field inspection of projects.
- Services in a cost-effective manner that remain within the City's budget constraints.
- Staff coverage is tailored and flexible, especially during peak workloads and staff absences.

## Section 3: Method of Approach

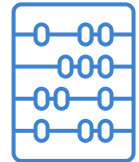
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### Implementation Plan

Interwest staff will provide plan check, inspection, code enforcement, and permit technician services as needed by the City. All staff will be assigned by our Primary Contact and Project Manager, William Hayes, CBO, ICC.

### QUALITY CONTROL MEASURES

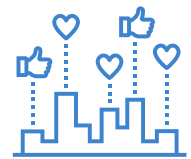
Our Project Manager will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.



Our personnel works collaboratively with consistent communication between staff members for advice, application of specific expertise, and any unique project or client knowledge. Meetings to coordinate and update all staff on current projects and phases of review are held weekly in addition to any special meetings needed to address new developments or issues. We use specific reporting methods for this procedure. We also use a custom database to compile all client and project information related to any services we perform. We also develop and maintain a jurisdiction file containing all pertinent client, project, and billing information accessible to project managers and assigned staff. Our technical and administrative staff is highly trained, attending seminars and educational conferences to keep current on up-to-date industry methods and information.

### CUSTOMER SERVICE

Interwest emphasizes superior customer service to all of our employees. We take a unique approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings, or as needed to resolve complex code-related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.



Interwest's engineers, architects, plans examiners, and inspectors understand the importance of providing superior customer service to applicants, contractors, and designers. Our philosophy is to provide our services professionally and in a courteous and collaborative manner. We encourage our staff to work as part of the project team to ensure successful project outcomes.

Our staff of engineers, plans examiners, and inspectors are available by phone or email to answer questions about our plan reviews. We are also available to meet with applicants and designers on a face-to-face basis as required to resolve plan review issues. We can work directly with applicants or by the City's preferred method of contact during the plan review process to resolve all code-related issues and provide complete and coordinated documents upon completion of the plan review process.

## QUALITY ASSURANCE

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and “hands-on” knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City, tailoring our services and deployment of staff to match the allocated budget.



A crucial project control involves generating timely invoices tailored to City’s needs. We closely track all operations at each location, monitoring project timesheets, invoices, and project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned on time.

## PLAN REVIEW TRACKING METHODS & BILLING PROCESS



Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment—to the delivery of the final, approved documents. Information such as project name, City’s project number, assigned plan reviewer(s), date documents were received, plan review cycle, and the completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during normal business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts, and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

## Approach to City’s Scope of Work

### PLAN REVIEW SERVICES

All plan review services will be coordinated out of our Irvine office. All plans examination services will be performed by a licensed Civil, Structural, Mechanical, Electrical, or Fire



Protection Engineer, Architect, Professional Land Surveyor, Certified Accessibility Specialist (CAsp), and/or an ICC Certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for on- or off-site structural plan review services and non-structural plan review services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff will work with project applicants collaboratively and professionally to quickly identify and resolve violations of codes, standards, or local ordinances. They will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

**TECHNICAL CAPABILITIES IN PLAN CHECK AREAS**

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. All plans examiners are licensed engineers, architects, and/or ICC Certified Plans Examiners with extensive experience providing plan review services. All plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested.

**Architectural**

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Interwest’s non-structural plans examiners furnish plan review services for many projects, including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CAsp certified. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- |   |   |
|---|---|
| ➤ California Building Standards Code                              | ➤ NFPA Codes & Standards                        |
| ➤ International Building Code (IBC)                               | ➤ CA Code of Regulations (CCR) Titles 19 and 25 |
| ➤ Americans with Disabilities Act Standards for Accessible Design | ➤ Jurisdiction-adopted amendments or ordinances |
| ➤ ANSI Standards  |   |

**Structural**

---

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- |                               |                             |
|-------------------------------|-----------------------------|
| ➤ Wood                        | ➤ Cold-Formed Steel Framing |
| ➤ Masonry                     | ➤ Straw Bale                |
| ➤ Heavy Timber / Timber Frame | ➤ Rammed Earth              |
| ➤ Concrete                    | ➤ Aluminum                  |
| ➤ Structural Steel            |                             |



Our engineers have designed or reviewed a wide array of lateral force resisting systems, including:

- ➔ Steel Moment Frames
- ➔ Buckling Restrained Braced Frames
- ➔ Eccentric Braced Frames
- ➔ Concentric Braced Frames
- ➔ Concrete Moment Frames
- ➔ Wood Shearwall Systems
- ➔ Masonry Shearwall Systems
- ➔ Concrete Shearwall Systems
- ➔ Cantilevered Column Systems
- ➔ Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with the provisions of most model codes, including, but not limited to, current versions of:

- ➔ CCR Title 24, Part 2, Volume 2
- ➔ International Building Code (IBC)
- ➔ AISC 341, 358 and 360
- ➔ ASCE 7
- ➔ ASCE 41
- ➔ AISI Standards for Cold-Formed Steel
- ➔ ANSI / AF&PA NDS for wood framing
- ➔ ACI 318
- ➔ ACI 530 / TMS 402/602
- ➔ CA Historic Building Codes
- ➔ CA Existing Building Codes
- ➔ NEHRP Requirements for Existing Building

#### *Mechanical, Plumbing & Electrical*

---

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy, and Green Building Standards Codes:

- ➔ California Building Code
- ➔ California Residential Code
- ➔ California Plumbing Code
- ➔ California Mechanical Code
- ➔ California Electrical Code
- ➔ Jurisdiction-adopted amendments/ordinance

#### *Energy Compliance*

---

Our engineers and plan reviewers are up-to-date on all California Energy requirements related to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

#### *Green Building Standards*

---

Our staff is familiar with incorporating CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in developing various "green" standards for superadobe, rammed earth, and straw bale construction, to name a few.

## LEED

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Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations, and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types, commercial as well as residential, and measures how well a building performs across many sustainability metrics, including energy savings, water efficiency, CO<sub>2</sub> emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

## Access Compliance – CASp Review and ADA Evaluation

---

All of Interwest's CASp-Certified professionals know state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can seamlessly perform building department services by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection-related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.



Our architects and plans examiners are thoroughly trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan and successfully partner with the disabled community to address the needs and requirements of both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law interpretation, hardship, and code/law changes.

## Flood Zones

---

Interwest's engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins and the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guidelines and construction regulations in areas designated as flood zones.

## OSHPD 3

---

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements in the California Building Code. We also employ an OSHPD certified inspector who has recently provided inspection services on behalf of our clients for hemodialysis, outpatient surgery, hyperbolic chamber, and general medical clinics.

### Fire Code Plan Review

---

We have a complete staff of experienced and licensed professional fire protection engineers and ICC fire plans examiners and inspectors for your fire life safety needs. Our Fire Plans Examiners and Inspectors are well versed in the use and application of the following codes, standards, and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Association Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- California Code of Regulations (CCR), Title 19

Interwest staff are active with California Fire Prevention Officer's Association and local chapters of Building Officials Organizations throughout the State of California.

### Civil and Grading Plan Review

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Interwest staff use their extensive experience working with local government and their expansive network of relationships with local agencies, public utilities, and regional Councils of Government (COGs) to develop numerous checklists and plan-check process documents for client agencies to assist both our plan check engineers and developer's consultants in the plan submission and review process. Examples include:



- |  |  |
|--|--|
| ➤ Grading Certification and Compaction Report Review Checklist | ➤ Utility Plan Checklist               |
| ➤ Grading Plan Preparation Checklist                           | ➤ Legal Documents Submittals Checklist |
| ➤ Grading Plans (Mass/Rough Grading) Checklist                 | ➤ Hydrology Report Checklist           |
| ➤ Improvement Plan Submittals Checklist                        | ➤ WQMP Review Checklist                |
|  | ➤ NPDES Construction Inspection Form   |
|  | ➤ Tentative and Final Map Checklists   |

Interwest staff also use internal review checklists developed in Microsoft Excel for plan review of: Maps, Mass Grading, Rough Grading, Precise Grading, Draining and Hydrology, Storm Drains, Water Quality Basins, Street improvements, Sewer and Water, Signing and Striping.

## **CODE INTERPRETATIONS**

Code interpretations are subject to final review and approval by the Chief Building Official, City Fire Marshal, and/or City-designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make informed decisions. All plan review comments are subject to review and approval by the City Building Department.

## **TRANSPORTING PLANS**

Although most of our clients have transitioned to electronic plan review, if the City allows/receives paper submittals, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

## **DIGITAL PLAN REVIEW**

Interwest currently provides electronic plan review services using Adobe PDF for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check for Costa Mesa.

More and more jurisdictions are seeing the benefits of electronic permit and plan check services, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and can work closely with the City on any electronic plan check software program used. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.

We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and goals regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several open market software applications and hosting sites available.

## **SPECIAL PROJECTS**

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project-specific turnaround goals



and procedures with jurisdiction staff for these types of projects based on the complexity of the projects and the construction schedule.

Our staff of engineers and plans examiners will work with the City, applicants, and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest will furnish assigned personnel with all materials, resources, and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures, and forms.

## **COMMUNICATING PLAN REVIEW RESULTS**

When not immediately approved, plan reviews will result in lists of comments referring to specific details and drawings and referencing applicable code sections. Interwest will provide the City with a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. After each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review and after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

## **ON-SITE CONSULTANT SERVICES & MEETING ATTENDANCE**

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and contractors at the City's request to discuss and resolve plan review and code-related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, emails, and faxes will be responded to as quickly as possible and always within 24 hours.

## **BUILDING INSPECTION SERVICES**

*Next-day building inspectors qualified to perform residential and commercial inspections can be made available as needed during normal business hours, Monday - Friday.* Inspectors will also be flexible to assist outside of normal business hours by request and with advanced notice.



Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans and identify issues of non-

compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes may be frequently updated, so we will ensure that the projects we inspect are compliant with current code requirements. We will ensure compliance with Title 24 California Building Codes, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing, and historic buildings.

Interwest's ICC / CASp certified inspectors perform both building and fire inspection services for a variety of construction projects, including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections, including site inspections of projects to verify conformance with approved drawings and specifications. The inspections will include reviewing the permit documents to verify that on-site conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service at the completion of inspections.

We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All assigned inspection personnel will be ICC and / or CASp certified as required.

## **Inspector Qualifications & Certifications**

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified. Inspection personnel assigned will be able to read, understand, and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing, and work effectively with contractors, the public, and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

## **Code Enforcement Services**

Code enforcement violations add up quickly and become very costly if not corrected promptly. Violations can come in many forms, including substandard housing conditions, unsafe buildings, zoning/illegal land use, etc. We are specialists at identifying and correcting code violations to the exact specifications issued by local, state, and federal authorities with



authorization to impose a notice of violation. We have experience working with citizens and businesses to successfully address and resolve code enforcement-related issues.

Typical services include preparing abatement cases, testifying in public hearings and court proceedings on behalf of the City, serving as a resource, and providing information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions. Our code enforcement officers can perform a variety of technical duties in support of the City's code enforcement programs—monitoring and enforcing a variety of codes and ordinances, including:

- Zoning Codes
- Building Codes
- Public Nuisances
- Municipal Codes
- State Health and Safety Codes
- Housing

### **Permit Technician Services**

Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction throughout the life of a project, whether engaging the homeowner, architect, developer, contractor, or other community members. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting are key elements to furnishing a first-rate, efficient, and memorable experience to your clients.

Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review, and inspection requirements. They will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans, and any other information required by the City. Résumés for proposed Building Permit Technicians will be presented to the Chief Building Official for approval and acceptance before providing services.

Services provided by the Building Permit Technician may include:

- Provide customer support and assistance at the permit center counter and over the phone.
- Assist the public in completing permit applications and other necessary forms.
- Determine permit, plan, and process requirements for permit applicants and notify the applicant when construction documents or permits are ready for pick up or issuance.
- Answer questions quickly and correctly directly from the public, from phone calls and emails.

- Receive, process and issue building permits and coordinate the plan review and inspection process, including tracking, routing, and storing plans.
- Review permits application and other pertinent information to verify accuracy and completeness of the information.
- Maintain a variety of public records and filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans, and other counter-related items.
- Verify that projects have obtained all necessary approvals before issuing permits, and ensure that valid contractor's license, works' compensation, and valid business license information are on-file with City.
- Review and approve less complicated non-structural plan checks over the counter.
- Create public informational documents, handouts explaining technical issues or requirements for permit issuance, if needed.
- Welcome and receive customers at the public services counter professionally and courteously.

## Project Schedule

### MAXIMUM PROPOSED TURNAROUND TIMES FOR BUILDING PLAN CHECK

We consistently complete 99% of our customers' plan review times on schedule statewide for commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multi-disciplinary reviews are typically performed in our offices, but we are available for on-site work when required, upon the City's request.

Type of Job	Maximum Turn Around Time	
	First Check	Re-Check
<b>Residential</b>		
New Construction	10 Business Days	5 Business Days
Addition	8 Business Days	5 Business Days
Remodel	8 Business Days	5 Business Days
<b>Non-Residential</b>		
New Construction	10 Business Days	5 Business Days
Addition	8 Business Days	5 Business Days
Remodel (T.I.)	8 Business Days	5 Business Days
<b>Other</b>		
Solar Photovoltaic Systems	3 Business Days	3 Business Days
	<i>First reviews for residential Solar Photovoltaic systems shall not exceed one hour for systems 15kW or less. Additional review shall be in ½ hour increments, and the City and Applicant will be notified with the estimated additional time necessary to re-review in the plan review letter.</i>	
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis	



Interwest can also accommodate special project plan review needs, such as fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

**INSPECTION SCHEDULE**

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with many jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed.

**Specific Tasks Required by the City**

Interwest does not anticipate the need for any City-provided resources, assistance, or other items for any work performed offsite. Should the City require on-site services, Interwest staff would require a basic workspace to conduct their work, e.g., desks, chairs, access to City computers, and basic office supplies. Interwest field staff will come fully equipped with all necessary hand tools, mobile phones, and vehicles.

**Section 4: Qualifications of the Firm**


**STATEMENT OF QUALIFICATIONS AND INTEREST**

*With a staff of approximately 250 people in our Building and Safety Division, Interwest maintains the largest building and safety services staff in California.*

Interwest Consulting Group has extensive experience and a proven track record of successfully providing complete building department services to public agencies. We currently serve 330 cities, counties, state agencies, districts, and private clients.

Interwest was founded by individuals with a passion for serving municipalities. Our company of more than 400 employees spans a variety of disciplines, roles, and job placements to municipalities within building safety and public works departments throughout California.

Providing building department services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. Interwest is comprised of licensed Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, ICC-certified, and highly qualified Plans Examiners and Inspectors, Certified Access Specialists (CAsp), licensed



**Principals**

Thomas Brackett, President and CEO  
Avner Alkhas, Chief Financial Officer  
Paul Meschino, VPO

**Signing Authority**

Paul Meschino  
Vice President of Operations  
619.372.9962  
pmeschino@interwestgrp.com

**Corporate Office**

444 N Cleveland Avenue, Loveland, CO  
80537 | 714.899.9039

**Local Office**

1 Jenner, Suite 160, Irvine, CA 92618 |  
714.899.9039 | Opened in 2021

**C-Corporation**

Interwest Consulting Group is a fully owned subsidiary of SAFEbuilt, Inc, and is a Colorado Corporation, legally certified to conduct business in the State of California

Architects, and other professionals specializing in providing complete building safety services to local government agencies.

## **BENEFITS TO THE CITY**

What separates Interwest from other consulting firms is not *what we do*—but *how we do it*. Since many of our staff have worked directly for public agencies as senior-level plans examiners, inspectors, engineers, and executive management staff, we clearly understand the importance, challenges, and sometimes sensitive nature of municipal government work.

Having served in the capacity of the “owner,” Interwest staff values the importance of listening and understanding the issues and concerns of the community and special interest stakeholders. We value and appreciate the importance of developing and adhering to fair policies and processes to provide the consistency necessary to facilitate the provision of high-quality services. Interwest understands and values the importance of maintaining a focus on representing our public agency clients' interests in a manner that reflects positively on the agencies we serve. We believe our mission is to be stewards to achieve your desired outcomes and learn and understand your values and direction.

We believe our ability to recognize and focus on *what is important* is a crucial factor in selecting Interwest Consulting Group.

- Through our recent and ongoing experience successfully performing these services for the City and other California municipalities, we understand the work required by the City and are ready to meet all requirements outlined in the RFP.
- The team of professionals proposed to provide plan check and inspection services has the experience, competence, and professional qualifications necessary to successfully perform the work required by the City.
- We have a deep bench of more than 200 qualified staff in our Building Safety Services group, ready to provide supplemental services as needed to ensure that the City receives timely, professional service throughout the contract term.

## **HISTORY WITH COSTA MESA**

Our local *familiarity with* the City of Costa Mesa comes from years of providing services to your community. Presently, **Interwest** provides Construction Support for the I-405 Improvement Project. Our working relationship *with* the City of Costa Mesa began several years ago when we provided on-call building support and traffic engineering services. We look forward to the opportunity to continue to cultivate our partnership *with* the City, its staff, and its community.

Interwest is intimately *familiar with* the City of Costa Mesa's local concerns, laws, regulations, and code adoptions. Interwest is mere minutes away in **Irvine** should the City ever require a staff member to be at City Hall. Our local expertise is also enhanced by

providing these same services to nearby cities of Newport Beach, Laguna Beach, Laguna Woods, Anaheim, and Yorba Linda.

## CURRENT AND PREVIOUS CLIENTS

*Interwest currently provides Building Safety Services to more than 200 California clients.* Below, we list a sampling of Southern California clients to whom we currently provide building inspection services and other related services.

Client	Scope of Work	Client Since	Population
City of Anaheim	Plan Review, Inspection, Permit Technician	2015	351,043
City of Chino Hills	Building & Accessibility Plan Review & Inspection	2015	80,374
City of Corona	Building & Fire Plan Check & Inspection	2016	167,836
City of Costa Mesa	Interim Building Official, Plan Review & Inspection	2007	113,825
City of Eastvale	Building Official, Plan Review, Inspection, Permit Technician	2010	63,211
City of El Monte	Plan Review, Inspection, Permit Technician	2018	115,586
City of Garden Grove	Plan Review, Inspection	2017	172,646
City of Inglewood	Plan Review & Inspection through Tri-Party Agreements	2018	109,419
City of Irvine	Plan Review, Inspection, Permit Technician	2007	266,122
City of La Habra	Building Inspection	2019	62,183
City of Lake Elsinore	Building Official, Plan Review, Inspection, Permit Technician	2016	68,183
City of Lake Forest	Building Official, Plan Review, Inspection, Permit Technician	2009	84,294
City of Long Beach	Plan Review, Inspection	2009	470,130
City of Murrieta	Plan Review, Inspection	2013	113,326
City of Palmdale	Plan Review, Inspection	2018	156,667
City of Pomona	Building Official, Building and Grading Plan Review, Inspection, Permit Technician	2009	152,939
City of Rancho Palos Verdes	Plan Review, Inspection, Building Code Enforcement, Permit Technician	2017	41,928
City of Rosemead	Building Official, Plan Review, Inspection, Permit Technician, Front Counter Support	2017	54,554
City of Santa Clarita	Plan Review, Inspection	2014	210,888
City of Tustin	Plan Review, Inspection	2007	80,498

Client	Scope of Work	Client Since	Population
City of Upland	Building Official, Building & Fire Plan Review, Inspection, Permit Technician	2013	76,999
City of Vernon	Plan Review, Inspection	2011	114
City of Wildomar	Building Official, Plan Review, Inspection, Permit Technician	2008	36,932
City of Yorba Linda	Plan Review, Inspection	2010	68,229
County of Los Angeles	Building Inspection, Permit Technician	2010	10.16 Million
County of Riverside	Plan Review, Inspection	2015	2.423 Million

## COMMUNITY INVOLVEMENT

Since its founding, Interwest has been committed to helping our client agencies achieve their visions and improve their communities. We enjoy sharing our time, talents, and resources with organizations and programs that help make a difference locally. For two decades, the Interwest team, as a company and as individuals, has been supporting communities through programs that include scholarship funds, giving back to local non-profits, and volunteerism.

Through our scholarship program, which we established in 2012, we have awarded hundreds of scholarships to students attending high schools in several of our client communities. Many past scholarship recipients go on to seek internships and jobs within their own communities in engineering or as civil servants. By investing in a community's youth, we believe that we are contributing to the future success and health of the community.

Additionally, Interwest has sponsored local events like the American Cancer Society Southwest Relay for Life and the Perris Health Fair. Interwest is committed to supporting our employees in helping to build strong and active communities, all while improving the quality of life and making a positive difference in where we live and work. Additional ways we continue to give back include:

**COMMUNITY EVENTS:** We are happy to assist with or make monetary contributions to community events (celebrations, parades, open houses, holiday-specific activities, etc.).

**ANNUAL DINNER:** Interwest welcomes the opportunity to meet with the executive leadership team and elected officials to provide an update on services received and to introduce new services and opportunities.

**COMMUNITY RIDE-ALONGS:** Ride-alongs focus on educating the executive leadership and/or elected officials on what inspectors look for in the field that impacts community safety, beautification, and compliance.

**WORKSHOPS (FREE FOR CLIENTS):** A variety of 2- and 4-hour workshops are available for clients wishing to host regional workshops. Our staff has also provided training sessions for new staff and updates to the code cycle.

**HOMEOWNERS WORKSHOPS:** Homeowners workshops are ideal ways to educate homeowners to better understand the right way to manage a construction project, such as building a deck, finishing a basement, etc.

**COMMUNITY OPEN HOUSE:** These are ideal opportunities to provide general information/discussions regarding the permit process and required inspections for the general public and showcase the client's willingness and desire to engage with the community.

## PROJECT EXAMPLES AND REFERENCES

City of Costa Mesa BUILDING & SAFETY Services
Contact: Charles Chamoun, Chief Plans Examiner   714.754.5614   <a href="mailto:charles.chamoun@costamesaca.gov">charles.chamoun@costamesaca.gov</a>
Dates: 2007 - Present      Address: 77 Fair Dr, Costa Mesa, CA 92626
<p>Interwest has been assisting the City of Costa Mesa since 2007. Our staff provides thorough and timely plan review and building inspection services.</p> <p><b>Costa Mesa Library:</b> In the capacity of Interim Building Official, our staff managed plan review services for the new Costa Mesa Library and ensured all plan reviews were successfully completed. This unique public library project included a full remodel of the existing library building into community rooms along with the construction of a new state-of-the-art main library building.</p> <p><b>South Coast Plaza Shopping Mall:</b> Interwest continues to perform a variety of inspections on the City’s expansive mall. The majority of these projects have been single-story Tenant Improvements for individual stores at a time, working quickly and thoroughly to minimize inconvenience to both business owners and the public. One of our most recent tenant improvement projects was performed for the mall’s Chanel boutique.</p> <p><b>High-rise Apartment Buildings:</b> Our inspectors have provided inspection services for several TIs on many of the City’s older model high-rise apartments near Segerstrom Hall, including the Fairfield development and various buildings along Town center Drive. There are 10-12 high-rise structures in constant TI mode, from small suites up to complete floor renovations at any time, up to 21 floors.</p> <p><b>Orange County Museum of Modern Arts:</b> This project is a 2-story mixed-use museum that totals 52,000 square feet with 25,000 square feet dedicated to exhibitions. The project includes 10,000 square feet of multipurpose, education, and performance space and 10,000 square feet of additional space for exhibitions in a possible expansion. The rooftop</p>

terrace will be able to accommodate up to 1,000 people. Interwest is providing complete plan review services for this project on behalf of the City of Costa Mesa. Our staff has successfully completed the review of the 50% construction documents.

City of Anaheim  
BUILDING & SAFETY Services

Contact: Alberto Pavia, Plan Review Manager | 714.765.4311 | apaiva@anaheim.net

Dates: 2017 - Present      Address: 200 S Anaheim Blvd, Anaheim, CA 92805

From 2017 to present, Interwest has provided on-call plan check services for private development processing. Projects included a car wash facility, multiple-family residential developments, and retail/commercial development. Plan check services include traffic review, stormwater management, map checking, grading, and preparation of conditions of approval.

City of Lake Forest  
BUILDING & SAFETY Services

Contact: Gayle Ackerman, Director of Community Development | 949.461.3460 | gackerman@lakeforestca.gov

Dates: 2009 - Present      Address: 100 Civic Center Dr, Lake Forest, CA 92630

In April 2009, Interwest began providing turn-key building safety services to the City of Lake Forest [population 83,000]. Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building safety services since its incorporation in 1991. Interwest Consulting Group provides a team of on-site professionals that provide all building safety services—blending seamlessly with existing city staff. We provide a full-time building official, building plan reviewers, building inspectors, and a permit counter technician.

Staffing levels are adjusted based on changes in construction activity to ensure that (1) revenue plus expenditures are monitored to ensure that building safety activities are general fund neutral and (2) a high level of customer service is maintained. Interwest Consulting Group successfully transitioned services from the previous service provider and continues to provide Building Official, Building Plan Review, Building Inspection, Permit Technician, and Front Counter Support services.

**Civic Center Campus:** In April 2018, Interwest began providing complete turn-key building and safety services to the City of Lake Forest, particularly the Civic Center Campus. This 12.5-acre facility is the heart and social center of the Lake Forest community. The Civic Center Campus is comprised of the City Hall Building, Community Center, Council Chambers, Senior Center, and Parking Structure. The estimated cost of construction was approximately \$60 million. Although there was no formal RFP process, Interwest was

selected to provide all plan check and inspection services. Our team at Interwest consisted of on-site professionals who delivered complete plan checks, engineering services, inspections, and electrical services. Fred Marzara, who serves as CBO for Lake Forest, was directly involved in the plan review of the parking structure and the other four buildings.

One challenge our team faced during implementation was ensuring the secure placement of the building's solar panels. Upon inspection, it was discovered that high winds caused the solar panels to be pulled upward and out of place continuously. Our Interwest team quickly reviewed the issue with the building's architectural designers. After collaborating, they found a solution of adding extra pinpoint connectors to the 4 pinpoints the solar panels already had, securing them in place on all sides.

The City of Lake Forest was awarded CALBO's 2018-2019 Building Department of the Year Award, setting itself apart with excellent and responsive customer service. The City of Lake Forest Building Department has serviced over nine thousand walk-in customers, performed over twenty-four thousand inspections, and issued almost three thousand permits. To this day, the City of Lake Forest continues to accomplish many goals while maintaining excellent customer service and adding value to its communities.

#### City of Inglewood BUILDING & SAFETY Services

Contact: Ali Pouraghabagher, MS, PE, Plan Check Engineer Supervisor | 310.412.5294 | [apouraghabagher@cityofinglewood.org](mailto:apouraghabagher@cityofinglewood.org)

Dates: 2018 - Present      Address: 1 W Manchester Blvd, Inglewood, CA 90301

**Hollywood Park Retail, Offices, and Associated Parking and NFL Headquarters Tenant Improvement:** Interwest staff is performing inspection services for this proposed mixed-use development, including retail and office space with associated parking. The project consists of two phases encompassing a 28.5-acre site, 24 buildings of type 2B and Type 4 Construction, and a combined area of approximately 516,094 square feet. The project will include Occupancy Groups A-1, A-2, A-5, B, and M. NFL Media project consists of three tenant improvement projects: an improvement for two floors of an existing high-rise tower Type 1A construction consisting of approximately 100,000 s.f.; an improvement to a 52,400 s.f. existing two-story studio support facility of a type 1A construction and landscaping on an existing rooftop amenity deck and rooftop equipment; and an improvement to an existing 25,800 s.f. double-height studio facility with a new mezzanine consisting of Television Production Studios with and without live audiences of a type 1A construction. Interwest provided plan review services including Architectural, Structural, Mechanical, Plumbing, Electrical, Energy, Fire & Life Safety, Accessibility, On-site Civil including underground utilities, surface features, shoring designs, and Geotechnical report review.

The proposed MU-4 office and parking structure project consists of a 7-story high-rise tower with a partial basement connected to a two-story studio support facility and an adjacent



studio structure. The tower includes 395,000 square feet of shell space for a planned Group B Occupancy; the studio support facility is 36,000 square feet that is primarily Group B Occupancy; and the studio structure is 22,000 square feet of Group F-1 occupancy. All three components will be considered a single building of Type 1B construction for the purpose of allowable height and area, life-safety system, and energy compliance. The tower and studio support facility will be designed for Risk Category 3 per 2016 CBC Table 1604.5; the studio will be structurally separated to allow it to be designed for risk category 2. The office building will be constructed as a shell building with built-out elevator lobbies.

The associated parking structure is approximately 320,000 square feet, four levels, and 953 stalls, which will be Occupancy Group S-2 and will be constructed of Type 2B construction and surface parking areas. The project also includes site development with landscaping, drop off, loading zones, and access drives to a seven-story, approximately 550,000 square feet parking structure to accommodate approximately 1,650 parking spaces. The parking structure will be type 1A construction with separated Group S-2 and H-2 occupancies. All buildings will be fully equipped with fire sprinklers.

## Section 5: Key Personnel

The Interwest personnel assigned to serve the City of Costa Mesa are highly qualified and experienced in providing building safety services to California municipal clients. Our proposed team is dedicated to providing complete Building Inspection support services. In this section, we have included a list of staff and their area of responsibility. Due to the RFP's page limit restrictions, we have only provided resumes of our key personnel. Interwest is happy to provide the detailed résumés of our proposed staff at the City's request or during contract negotiations.

LEADERSHIP	LICENSE/CERTIFICATES	LICENSE/CERT.#
William Hayes, CBO, ICC Project Manager	ICC Certified Building Official	8230972
	ICC Certified Commercial Building Inspector	8230972
	ICC Certified Residential Building Inspector	8230972
	ICC Certified Combination Inspector	8230972
	ICC Certified Residential Mechanical Inspector	8230972
	ICC Certified Residential Plumbing Inspector	8230972
	ICC Certified Property Maintenance and Housing Inspector	8230972
BUILDING PLAN CHECK		
Sal Kaddorah, PE, ICC	CA Registered Professional Civil Engineer	C43757
Building Plan Checker	NV Registered Professional Civil Engineer	20795
Chandra Desai, PE, ICC	CA Registered Professional Civil Engineer	C47213
Building Plan Checker	ICC Building Plans Examiner	5123683
Bill Tewfik, PE, CBO, CASp	CA Registered Professional Civil Engineer	C50505
Building Plan Checker /	Certified Access Specialist	CASp-367
Accessibility	ICC Certified Building Official	863979
	ICC Building Code Specialist	863979



	ICC Building Plans Examiner	863979
	ICC Building Inspector	863979
Elena Hartsough, SE Building Plan Checker / Structural	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C67675 S5538
John Weninger, SE Building Plan Checker / Structural	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C43746 S3740
Charles Nganga, SE, ICC Building Plan Checker / Structural	CA Registered Professional Civil Engineer ICC Residential Plans Examiner	C85710 8325618
Denise Reese, CBO, ICC Building Plan Checker	International Code Council ICC California Building Plans Examiner ICC Certified Building Official ICC CALGreen Inspector ICC Permit Technician ICC Permit Specialist	8096275
Hossein Afrouzeh, ME, EE Building Plan Checker / Electrical & Mechanical	CA Registered Professional Mechanical Engineer CA Registered Professional Electrical Engineer	M27117 E11588
Randy Brumley, ME Building Plan Checker / Mechanical	CA Professional Mechanical Engineer ICC Certified Mechanical Plans Examiner	M37959 8884128
Jingpei Zhang, EE Building Plan Check / Electrical	CA Registered Professional Electrical Engineer	EE16243
Bill Miller, CASp, CBO, ICC Building Plan Checker / Accessibility	Certified Access Specialist Council of American Building Official, CBO ICBO/IAPMO Plumbing Inspector ICBO/IAPMO Mechanical Inspector ACE III-Initial Disaster Housing Inspector California State Energy Auditor International Code Council ICC Certified Building Official ICC Residential Combination Inspector ICC Building Inspector ICC Plumbing Inspector ICC Accessibility Inspector/Plans Examiner ICC Building Plans Examiner ICC Mechanical Inspector UMC ICC Mechanical Inspector ICC Combination Dwelling Inspector – Uniform Codes ICC Plumbing Inspector UPC ICC Building Code Specialist	CASp-087 2171 34090 51131 2121 3134 0819718
Annette Mayfield, CASp, ICC Building Plan Checker / Accessibility	Engineer-in-Training Certified Access Specialist ICC Building Plans Examiner ICC CA Building Plans Examiner	EIT-130173 CASp-538 8018477 8018477
Augie Cerdan, FPE Building Plan Checker / Fire	CA Registered Professional Fire Protection Engineer	FP1579
BUILDING INSPECTION		

Richard Ortiz, ICC Building Inspector	ICC Certified Building Inspector	5104555
Michael Duncan, ICC Building Inspector	ICC Residential Mechanical Inspector	8344074
	ICC Residential Building Inspector	
	ICC Residential Plumbing Inspector	
	ICC Residential Plans Examiner	
	ICC Commercial Building Inspector	
	ICC Commercial ICC Commercial Plumbing Inspector	
	ICC Commercial Mechanical Inspector	
	ICC Commercial Combination Inspector	
	ICC Building Inspector	
	ICC Mechanical Inspector	
	ICC Plumbing Inspector	
	ICC Permit Technician	
	ICC Legal Module	
	ICC Management Module	
Christian Seely, ICC Building Inspector	International Code Council ICC Building Plans Examiner ICC Combination Inspector	5299596
Roger Banowetz, ICC Building Inspector	ICC Certified Building Inspector	n/a
David Marcum, CASp, ICC Building Inspector	Certified Access Specialist	CASp-179
	CA Licensed General Contractor	426240
	International Code Council	818128
	ICC Building Inspector	
	ICC Mechanical Inspector UMC	
	ICC Plumbing Inspector UPC	
	ICC Residential Combination Inspector	
PERMIT TECHNICIAN		
Sheri Barkley, ICC Permit Technician	ICC Certified Permit Technician	8295728
Carrie Carden	PERMIT TECHNICIAN	In Progress
FIRE INSPECTION		
Richard Kazandjian, ICC Fire/Life Safety Specialist	International Code Council	5069769
	ICC Fire Inspector I and II	
	ICC CA UST Inspector	
	ICC Fire Plans Examiner	
CODE ENFORCEMENT		
TBD		

## Section 6: Cost Proposal

Per the instructions of the RFP, our Cost Proposal has been submitted separately.

## Section 7: Financial Capability

We understand that the City may request sufficient data to evaluate the firm's financial capabilities.

Interwest Consulting Group also receives financial support through our parent company, SAFEbuilt. SAFEbuilt is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Since its founding in 1988, The Riverside Company has invested in more than 800 acquisitions. As of 2022, Riverside's global investment portfolio includes more than 140 companies with 300+ employees. Riverside has 15 offices and makes investments across North America, Europe, and the Asia-Pacific region. The firm's investors include some of the world's leading pension funds, endowments, funds of funds, insurance companies, and banks.

With Riverside's backing, our financial strength affirms our ability to deliver services consistently for the contract's duration and beyond.

## **DISCLOSURE**

Interwest has provided a variety of Building & Safety and Public Works services to the City of Costa Mesa as a result of competitive and sole source RFPs and RFQs. We have no current or past business or personal relationships with any Costa Mesa elected official, appointed official, City employee, or their family members.

## **CONTRACT EXCEPTIONS**

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the Sample Consultant Agreement in the RFP. We respectfully request the option to discuss the following agreement term sections with the City during contract negotiations:

1.4. Warranty

1.7. Delegation and Assignment

5.3. Deductible or Self Insured Retention

6.8. Assignment

6.9. Indemnification and Hold Harmless

6.11. PERS Eligibility Indemnification

6.16. Responsibility for Errors

## **APPENDIX**

On the following pages, Interwest has provided the City with the required forms, as well as detailed résumés of our key personnel. Due to the page limit restrictions, only management résumés have been provided. Interwest will be happy to provide the résumés of our entire team upon request.



**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: Interwest Consulting Group

Contact Person for Agreement: Paul Meschino

Title: Vice President of Operations E-Mail Address: pmeschino@interwestgrp.com

Business Telephone: 619.372.9962 Business Fax: \_\_\_\_\_

Corporate Mailing Address: PO Box 18330

City, State and Zip Code: Boulder CO 80308

Contact Person for Proposals: William Hayes

Title: Project Manager E-Mail Address: whayes@interwestgrp.com

Business Telephone: 714.899.9039 Business Fax: 714.899.9039

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
Tom Brackett	CEO	970.290.6225
Avner Alkhas	CFO	970.292.2219
Paul Meschino	VPO	619.372.9962

Federal Tax Identification Number: 73-1630909

City of Costa Mesa Business License Number: 51840

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 4/30/22

## COMPANY PROFILE & REFERENCES

**Company Legal Name:** Interwest Consulting Group, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): **Corporation**

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1 Jenner, Suite 160, Irvine, CA 92618

Website Address: <https://interwestgrp.com/>

Telephone Number: 714.899.9039

Facsimile Number: 714.899.9039

Email Address: [pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com)

Length of time the firm has been in business: 20 Years

Length of time at current location: 2 years in Irvine office; 20 in Orange County

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes xNo

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 73-1630909

Regular Business Hours: 8 AM to 5 PM

Regular holidays and hours when business is closed: Closed Saturdays and Sundays, New Years Day  
Memorial Day, 4th of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Day

**Contact person in reference to this solicitation:** Paul Meschino

Telephone Number: 619.372.9962

Facsimile Number: 714.899.9039

Email Address: [pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com)

**Contact person for accounts payable:** Will Brown

Telephone Number: 970.617.9446

Facsimile Number: 714.899.9039

Email Address: [wbrown@safebuilt.com](mailto:wbrown@safebuilt.com)

**Name of Project Manager:** William Hayes

Telephone Number: 714.899.9039

Facsimile Number: 714.899.9039

Email Address: [whayes@interwestgrp.com](mailto:whayes@interwestgrp.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 Costa Mesa

**Contact Name:** Charles Chamoun, Chief Plans Examiner

**Contract Amount:** n/a

**Email:** charles.chamoun@costamesaca.gov

**Address:** 77 Fair Dr, Costa Mesa, CA 92626

**Brief Contract Description:** Interwest has been assisting the City of Costa Mesa since 2007. Our staff provides thorough and timely plan review and building inspection services.

**Company Name:** City of Lake Forest

**Telephone Number:** 949.461.3460

**Contact Name:** Gayle Ackerman, Director of Community Development

**Contract Amount:** NTE \$6.6M per year

**Email:** gackerman@lakeforestca.gov

**Address:** 100 Civic Center Dr, Lake Forest, CA 92630

**Brief Contract Description:** Building Official, Building Plan Review, Building Inspection and Permit Technician

**Company Name:** City of Anaheim

**Telephone Number:** 714.765.4311

**Contact Name:** Alberto Pavia, Plan Review Manager

**Contract Amount:** Approx. \$1.8M per year

**Email:** apaiva@anaheim.net

**Address:** 200 S Anaheim Blvd, Anaheim, CA 92805

**Brief Contract Description:**

From 2017 to present, Interwest has provided on-call plan check services for private development processing. Projects included a car wash facility, multiple family residential developments, and retail/commercial development. Plan check services include traffic review, storm water management, map checking, grading, and preparation of conditions of approval.

**Company Name:** City of Pomona

Telephone Number: 909) 620-2421

Contact Name: Anita D. Gutierrez, AICP, Development Services Director

Contract Amount: Approx. \$1.5M per year

Email: anita\_gutierrez@ci.pomona.ca.us

Address: 505 S Garey Ave, Pomona, CA 91766

**Brief Contract Description:**

Building Official, Building Plan Review, Building Inspection and Permit Technician, Engineering Plan Review, Construction Management and Inspection

**Company Name:** City of Inglewood

Telephone Number: 310.412.5294

Contact Name: Ali Pouraghabagher, MS, PE, Plan Check Engineer Supervisor

Contract Amount: n/a

Email: apouraghabagher@cityofinglewood.org

Address: 1 W Manchester Blvd, Inglewood, CA 90301

**Brief Contract Description:** Building and Safety Services.

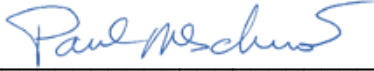
Interwest provided plan review services including Architectural, Structural, Mechanical, Plumbing, Electrical, Energy, Fire & Life Safety, Accessibility, On-site Civil including underground utilities, surface features, shoring designs, and Geotechnical report review.



## 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:** 03/31/22

\_\_\_\_\_  
Paul Meschino

**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."

None

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No  X

If the answer is yes, explain the circumstances in the following space.



## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A	N/A	N/A	N/A	N/A

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Interwest Consulting Group  
\_\_\_\_\_  
Bidder/Applicant/Proposer

03/31/22  
\_\_\_\_\_  
Date

## William 'Bill' Hayes, CBO, ICC

### STATE OPERATIONS MANAGER, BUILDING DEPARTMENT SERVICES

Bill brings 20+ years of building official, plan review and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with clients, Building Officials and Community Development Directors to assure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely and in a customer service manner.

Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services. Bill is an excellent supervisor and communicates effectively, both verbally and in writing. These qualities deliver strong results focused on the success of our municipal clients.

### PROFESSIONAL HISTORY

#### State Operations Manager, Building Department Services / Interwest Consulting Group / 2021 - Present

Bill serves clients in the capacity of State Operations Manager and Building Official, coordinating plan review, inspection and department oversight for multiple jurisdictions throughout Southern California.

#### West Code Building and Code Group Leader / HR Green / 2019-2021

Coordinated project scheduling, tasks, and budgets to ensure completion within the appropriate time frame. Prepared the scope of services, detailed project, and contracts. Worked with leaders to determine the composition of the project team and assign any duties, schedules, and budget to members. Assisted and delivered proposals to client and managed contracts to determine if amendments are needed, communicated changes to clients and coordinated timely invoices and fees. Identified project opportunities and make decisions under the Practice Leader supervision. Attended leadership meetings, reported on group performance, strategic planning, and marketing efforts. Provided input into the creation of marketing plans and maintained regular and accurate record of marketing activities with clients. Assisted Human Resources with onboarding new employees, coordinate with IT to ensure office space and equipment are set up properly. Engaged in development-focused discussions with staff to assist in identifying and pursuing activities/projects that aligns with their development objectives.

#### Building and Operations Manager / City of Industry / 2016-2018

Supervised the daily operations of the Building & Development Services Departments by overseeing the daily operations of the counter customer service, issuing permits, performing plan checks, performing field inspections, gathering data, and executing proposal reports and city projects for the City Manager and City Council. Created training materials and implemented updated procedures for building inspection and



**Years of Experience: 20+**

#### Registrations/Certifications

International Code Council,  
8230972

- Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC/AACE Property Maintenance and Housing Inspector
- ICC Building Inspector

counter staff. Evaluated staff responsibilities and productivity to ensure that departments are performing efficiently.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

#### **JAS Pacific / Contract Building Official-City of Pico Rivera / 2015-2016 & 2018-2019**

Supervised the daily operations of the building, code enforcement, and housing departments for the City of Pico Rivera. Tracked customer service, issued permits, performed plan checks and field inspections, gathered data, and fully executed required reports. Created training materials, and trained code enforcement, building inspectors, and counter staffs on updated procedures for building inspections and policies.

#### **Building Official/Acting Public Works Manager / 2013-2015**

Established an innovated Rental Housing Program by using a state-of-the-art GIS based inspection technology to efficiently inspect and publicly record blighted and deteriorated properties and was awarded the Helen Putnum Award for Excellence in the Internal Administration category. Created and implemented an Electronic Document Management System (EDMS) internal plan check process of 97% for efficient productivity of staffs and businesses, allowing the city to retain over \$600,000 of funds in a 2-year period. Organized and managed the Industrial Waste program and successfully raised the compliance from 80% to nearly 100% from businesses within the city. Established a strong relationship with all departments in the city, therefore becoming a resource and asset to all.

#### **Building Commissioner / City of Palos Heights, Illinois / 2008-2013**

Responsible for the City of Palos Heights building departments overall operation and its annual budget of \$750,000, as well as coordinated all approved outside vendors and services, and streamlined general office management duties to ensure efficiency of the department's day-to-day operation. Provided oversight for all disciplines of residential and commercial plan reviews, zoning, enforcement, property maintenance enforcement, and all construction inspections from footing to certificate of occupancy. Inspected various construction projects, ranging from single family homes, commercial buildings, Public Works projects, and new constructions/remodeling for a private college, as well as an eight story, 500,000 plus square feet hospital surgical wing.

#### **Senior/Lead Building Inspector / City of Countryside, Illinois / 2007-2008 End Year**

Supervised all sign and property maintenance inspections, enforcement programs, as well as inspections for buildings, electrical, and mechanical on residential and commercial projects, as well as zoning plan reviews and enforcement. Coordinated as the department liaison for the local adjunction court by advising the Building Commissioner regarding building codes and city ordinance updates to stay in compliance with all Federal, State, and local laws. Lead the project in developing an electronic plan review/permit submittal program and an extensive electronic filing system for all permit and property files.

**EXHIBIT C**  
**FEE SCHEDULE**





A SAFEbuilt<sup>®</sup> COMPANY



# CITY OF COSTA MESA

RFP #22-12 Proposal to Provide On-Call  
Inspections, Plan Review, and Staffing  
Services

## Cost Proposal

March 31, 2022

**SHELBY SIERACKI**

Account Manager

626.224.255

[ssieracki@interwestgrp.com](mailto:ssieracki@interwestgrp.com)

[www.interwestgrp.com](http://www.interwestgrp.com)



# COST PROPOSAL

## Percentage of Fee for Plan Check

Interwest acknowledges and agrees to the following language included in the RFP:

*"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."*

*"The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. The City collects 25% of the Building Permit fee and the Consultant shall charge the customer 100% of the plan check fee. The Consultant shall complete its initial review in half the time specified by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. The City reserves the right to modify the process of the collection of fees."*

This percentage will include one initial review and two re-checks. Third and subsequent re-checks will be charged at the hourly rates listed below. Interwest will continue to provide expedited review to the City's applicants at a mutually agreed upon rate that will be billed to the applicant directly.

## Schedule of Hourly Billing Rates for Building Safety

Below we have provided hourly rates for our proposed team per individual service line. Please refer to the following:

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

### CLASSIFICATION

### HOURLY BILLING RATE (Fully Burdened)

Certified Building Official.....	\$150
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect.....	145
Senior Plans Examiner .....	110
CASp.....	120
Inspector III.....	105
Inspector II.....	95
Inspector I.....	85
Permit Technician .....	75
Fire Protection Engineer.....	145
Senior Fire Plans Examiner.....	125
Fire Plans Examiner / Fire Inspector.....	110
ICC Building Plans Examiner .....	110
Code Enforcement Officer.....	135
Overtime, Night, or Holiday Work.....	140% of above listed rates

## **Revised Cost Proposal**

**Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.**

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

<b>Job Title</b>	<b>Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Certified Building Official	\$150	\$210
Licensed Plan Review Engineer	\$145	\$203
Senior Plans Examiner	\$110	\$154
CASp	\$120	\$168
Inspector III	\$105	\$147
Inspector II	\$95	\$133
Inspector I	\$85	\$119
Permit Technician	\$75	\$105
Fire Protection Engineer	\$145	\$203
Senior Fire Plans Examiner	\$125	\$175
Fire Plans Examiner / Fire Inspector	\$110	\$154
ICC Building Plans Examiner	\$110	\$154
Code Enforcement Officer	\$135	\$189

### **Percentage of Fee for Plan Check**

Interwest acknowledges and agrees to the following language included in the RFP:

*"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."*

*"The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. The City collects 25% of the Building Permit fee and the Consultant shall charge the customer 100% of the plan check fee. The Consultant shall complete its initial review in half the time specified by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. The City reserves the right to modify the process of the collection of fees."*

This percentage will include one initial review and two re-checks. Third and subsequent re-checks will be charged at the hourly rates listed above. Interwest will continue to provide expedited review of the City's applicants at a mutually agreed upon rate that will be billed to the applicant directly.

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

#### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

#### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

#### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MELAD & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MELAD & ASSOCIATES, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide 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:

Melad & Associates, Inc.  
8907 Warner Ave., Suite 161  
Huntington Beach, CA 92647  
Tel: (714) 848-0487  
Attn: Jose Melad

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5604  
Attn: Ziad Doudar

### Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Stefano  
Fire Chief

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

## SCOPE OF WORK

### Plan Check Services (Information)

**Standard Plan Review:** Proposals shall indicate how standard plan review of plans assigned to Consultant by the City of Costa Mesa will be accomplished. Standard review shall be completed in a maximum of 10 calendar days from the date the City assigns the plan for review. For all Standard planreview the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Basedon **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based onthe attached Building Valuation Data Table. The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.

**Expedited Plan Review:** This process shall be employed when the applicant wishes to expedite the review of plan. Presently, applicants are allowed to negotiate timeframes and fees with any of the City'sConsultants. The City of Costa Mesa is currently looking at modifying its existing procedures as follows:

The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. **The City collects 25% of the Plan Check fee and the Consultant shall charge the customer 100% of the Plan Check fee.** The Consultant shall complete its initial review in **half the time specified** by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. **The City reserves the right to modify the process of the collection of fees.**

**Large Public Projects:** The City reserves the right to ask consultants to bid on plan check documentsfor large public projects, such as, libraries, fire stations, etc. In such case, the City will solicit bids fromits approved consultants and award the plan review to the lowest bidder.

**Large Private Projects:** If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directlywith a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

### Plan Check Services

#### ***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><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal



\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

*See Section 2(b) of the ordinance.*

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



M E L A D   &   A s s o c i a t e s , I n c .

Proposal for On Call Inspections, Plan Review, and Staffing  
Services RFP No.22-12  
for

## **The City of Costa Mesa**



Prepared by:  
Melad & Associates, Inc.  
8907 Warner Ave., Suite 161  
Huntington Beach, CA 92647



Melad & Associates, Inc.

March 30, 2022

Jackqueline Nguyen  
Buyer  
Finance Department  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

SUBJECT: RFP No. 22-12 for On Call Inspections, Plan Review, and Staffing Services

Melad & Associates Inc. is pleased to submit a proposal to the City of Costa Mesa for plan check and staffing services. Our firm has been providing such services to numerous cities throughout Southern California since 1981. Our office is located at 8907 Warner Ave. Suite 161, Huntington Beach, CA 92647. We may be reached by phone at (714) 848-0487, by fax at (714) 848-7027, or by email at [ebernal@meladinc.com](mailto:ebernal@meladinc.com). Our company website can be found at [www.meladandassociates.com](http://www.meladandassociates.com).

Our primary goal at Melad & Associates, is to provide quality, professional, and cost-effective plan check and inspection services to all of our client cities. The members of our staff include engineers, building officials, building inspectors, and permit technicians, all professionally registered and certified. Our ability to be responsive and flexible with your staffing needs, and maintaining professional and courteous customer service are valuable assets in which we take great pride. It is because of these things that we have been able to stay in business for over forty years.

The experience and knowledge of our staff is unparalleled in this industry, and having worked with various building departments since 1981 clearly shows our dedication in providing quality plan checking and inspections services. We have had the pleasure of working with the City of Costa Mesa for well over thirty years, enabling us to have incredible insight into the workings of not only the City of Costa Mesa Building Department, but with the City of Costa Mesa itself. We



would also like to add that Melad & Associates strictly performs plan check and inspection services only. We do no engineering design to avoid any possible conflict of interest with our clients. Below is a list of the various past and present Cities with whom we have been able to provide our services.

Arcadia	Garden Grove	San Gabriel
Avalon	Gardena	Santa Ana
Azusa	La Habra	Seal Beach
Buena Park	La Palma	Signal Hill
Chino	Long Beach	South Gate
Claremont	Lynwood	Stanton
Compton	Manhattan Beach	Temecula
Costa Mesa	Monrovia	Tustin
Cypress	Moreno Valley	Villa Park
Dana Point	Pasadena	Westminster
Downey	Pico Rivera	Yorba Linda
Fountain Valley	Redondo Beach	

We would like to thank you for the opportunity to submit this proposal, and we hope that we may be able to continue working with the City of Costa Mesa for years to come. We have no doubt that we can provide you with professional, thorough, and timely service for your community.

I look forward to hearing from you, and should there be any specific areas not addressed herein, or any further information that you may require, please do not hesitate to contact us so that we may respond accordingly.

Sincerely,

Jose D. Melad, PE  
President  
Melad & Associates Inc.





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## **Background and Project Summary**

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Melad & Associates is fully prepared to meet the expectations outlined by the current RFP. Our staff of plan check engineers, building inspectors, and other building personnel have the knowledge, capability, and experience to help your Building Department run smoothly and meet all staffing needs. It is understood that the scope of work that the City requires is as follows:

- Provide qualified reviews and plan check for completeness and conformance with all City Ordinances, State and Federal regulations, and all adopted Building, Electrical, Mechanical, Plumbing, Energy, Green Building and Disabled Access/ADA codes.
- Provide a clear and comprehensive plan check corrections list with all pertinent project information to both the applicant and the City of Costa Mesa Building Department, which can be emailed upon request. We can accommodate plan submittals either digital or hard copies.
- Meet all timeframe expectations outlined by this proposal.
- Review all deferred submittal items, revisions, and as-built drawings before or during construction. Notification of hours spent on review will be reflected on transmittal attached to plans.
- Have the ability to provide accelerated plan reviews upon applicant's request and work directly with the applicants until permit is issued.
- Have the capability to provide in-house plan checkers, building inspectors, and other building personnel with standard office hours at the request of the City.
- Work in conjunction with other City Departments to assure projects meet all requirements.
- Able to meet with City Staff, applicants, design professionals, and contractors regarding projects when requested by the City.
- Respond to inquiries from applicants or City Staff regarding projects.
- Provide quality customer service and good communication with applicants to ensure a smooth plan review process.
- Provide fire protection system and fire and life safety plan reviews.





## **Company Experience and Capabilities**

Melad & Associates Inc. has been serving various Southern California Building Departments since 1981, providing plan check, inspection, and staffing services to thirty-five cities over our forty years in business. Below is a list of key personnel and their experience.

### **Jose D. Melad, PE, CE**

### **President**

Over forty years of experience as former Building Official, Plan Checker, and Building Inspector for the Cities of Pico Rivera, Compton, Stanton, and Fountain Valley. President of Melad & Associates since 1981.

### **James Melad**

### **Vice President of Operations**

15 years of business owner experience. Owner of Direct Protect Security and Surveillance & JDM Marketing Solutions. Expertise in business management, logistics, operations, sales, and marketing.

### **Jose Abarquez III, PE, CE**

### **Senior Plan Check Engineer - Residential**

Over thirty years of experience in plan check and building design. Plan check engineer with Melad & Associates for over twenty-five years.

### **Anant Sheth, PE, CE, MSCE**

### **Senior Structural Plan Check Engineer**

Over thirty years of experience in structural and civil engineering design. Structural plan check engineer with Melad & Associates for over twenty years.

### **Ely Mamoyac, SE**

### **Senior Structural Plan Check Engineer**

Over forty years of experience in plan check and building design. Former plan check engineer with the City of Los Angeles. Structural plan check engineer with Melad & Associates for over ten years.

**Raymundo Go, PE, ME****Mechanical Plan Check Engineer**

Over twenty-five years of experience in mechanical and plumbing design. Mechanical plan check engineer with Melad & Associates for over ten years.

**Rosalinda Tandoc, PE, MSCE****Senior Plan Check Engineer**

Over forty years of experience in plan check. Former Plan Check Engineer for the County of Los Angeles. Plan check engineer with Melad & Associates for over fifteen years.

**Nader Shams, PE, EE****Electrical Plan Check Engineer**

Over thirty years of experience in electrical plan check. Former Chief Electrical Plan Checker with the County of Los Angeles. Electrical plan check engineer with Melad & Associates for over ten years.

**Deepak Solanki, EIT****Civil Plan Checker**

Over thirty years of experience in civil plan check (Grading, BMP's, Utility, etc.) and assisting local agency Land Development Divisions with plan reviews for new developments and has extensive experience in the design of diverse civil engineering projects. Served as Plan Reviewer for various cities (City Engineering Services for City of Brea, Villa Park, South Gate, Baldwin Park, La Habra).

**Wendy Goetz****Fire Prevention Plan Checker**

Over thirty-five years of experience of construction and plan check of fire preventions systems and fire and life safety. Retired Fire Plan Checker and Deputy Fire Marshal for Long Beach Fire Department. Fire prevention plan checker with Melad & Associates for over a year.



Melad & Associates has completed plan check reviews for hundreds of projects in various Cities over the past years. We have encountered projects of all sizes with varying degrees of complexity such as new commercial centers, new housing developments, new apartment complexes, residential additions/remodels, and commercial tenant improvements, just to name a few. With our highly experienced and well-trained staff, Melad & Associates is more than capable of handling plan check and inspection of any type of construction project. Also, with over thirty years of experience of providing our services to the City of Costa Mesa, we are fully aware of the varying types of construction projects within your community, and the types of needs and expectations your Department requires. Our office is located in the city of Huntington Beach, only a mere eight miles away from City Hall, enabling us to attend meetings at the City on short notice and making it convenient for applicants to meet with us in our office to help expedite the plan check process. We are confident that we can meet or exceed your expectations in a timely and cost-effective manner.



## **Methodology**

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Melad & Associates is quite familiar with the expectations and the plan check process of the City of Costa Mesa Building Department, having provided such services to the City for over thirty years. We are aware of what is involved in meeting the City's timetable expectations, and over the years have developed relationships with many architects, contractors, and design professionals that have done many projects in the City of Costa Mesa. It is of the utmost importance to us that all applicants receive thorough reviews with clear and concise correction lists that are easily followed to help expedite the plan check process, and to obtain plan approval in a timely fashion without sacrificing the quality of the plan review.

## **Digital and Electronic Plan Check Process**

Melad & Associates will provide qualified reviews and plan check for completeness and conformance with all City Ordinances, State and Federal Regulations, and all adopted Building, Electrical, Mechanical, Plumbing, Energy, Green Building, and Disabled Access/ADA codes. All reviews will be performed by our staff of professionally registered engineers, and shall meet all timetable expectations. At the City's request an in-house plan checker can be provided.

Melad & Associates can send and receive electronic copies of plans using Dropbox or other filing sharing services of your choice. We can review the plans, calculations, and other related documents using our Bluebeam software program. We utilize Microsoft Word to generate our corrections lists that can be sent back via email. Each project whether submitted electronically or paper hardcopies will have a unique plan check number assigned to the project. This plan check number can be inputted into our website tracker for the city or end users to get real time updates on each project.



The Melad & Associates Staff is qualified, well versed, and certified to provide the following types of reviews.

- Architectural
- Structural
- Mechanical
- Electrical
- Plumbing
- Title 24/Energy
- CAsp
- LEED
- Green Building
- Fire Prevention/Fire & Life Safety
- Grading

A clear and concise correction list will be provided with all pertinent building information stated at the top of the list (i.e., type of construction, group occupancy, scope of work, plan check engineer), along with the current codes in use for the review. Two hard copies of the correction list will be provided, one for the applicant and one for the City. The correction list may also be emailed or faxed to the applicant or City at their request.

Upon approval of plan, two sets of plans, structural calculations, Title 24/Energy calculations, and any other pertinent documentation will be stamped and wet signed by the plan check engineer who completed the review. The plans will be delivered to the City directly by our on-staff courier, and a return slip transmittal will be provided so that City Staff can sign and date for the receipt of the drawings. This information will help us in tracking the plans whereabouts at all times, and shall be inputted in our database, just as it was inputted at every time we received the plans or delivered them to the City. It will set up a timeline of the review process in case there are any questions, and to help prevent any possible lag time.



### **Accelerated Plan Review**

Melad & Associates is capable of providing accelerated plan reviews, meeting timetable expectations put forth in this proposal. An applicant may opt to submit their plans to Melad & Associates with the expedited turnaround time of five to seven working days for the initial review, at the accelerated rate put forth by the City of Costa Mesa Building Department (100% of the plan check fee). The turnaround time for rechecks is five working days.

### **Overflow Plan Review**

When the need arises, the City may opt to route overflow plan check submittals to Melad & Associates. The typical turnaround time of 10 working days will apply to these projects, and seven working days for the recheck. The standard rate of 75% of the plan check fee will apply.

### **Plan Delivery**

Our on-staff courier is capable of pick-ups and deliveries within 24 hours of request. With accelerated review, the applicant will deal directly with Melad & Associates, and pick up the plans at our office when corrections are ready. Approved plans will be delivered directly to the Building Department.

### **On-site/Off-site Meetings**

We are happy to accommodate meetings to help expedite the plan check process. Whether it requires preliminary meetings regarding the design phase of complex projects, meetings at a job site related to issues out in the field, or meetings within our office to go over plan check corrections, we are available at the City or applicant's request.



## **Quality Assurance**

The satisfaction of our client cities, and of each and every applicant submitting their plans to our office, is incredibly important to us. We try our very best to provide quality reviews in a timely fashion, and to provide top-notch customer service to everyone we work with. We will work in collaboration with City Staff to ensure that the entire plan check process runs smoothly. With regular communication, we hope to avoid any delays with ongoing projects, as well as making sure that all parties are satisfied with the time frame and quality of the review.

## **Inspection Process**

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Melad & Associates will provide ICC certified building inspectors within twenty-four hour notice at the City's request. All inspectors shall be qualified and experienced with all applicable codes, State and Federal regulations, and City Ordinances. All inspectors shall drive their own vehicles, and have all the necessary tools to carry out their duties. Our inspectors are all highly experienced with various permit-processing systems, especially Permits Plus which is the current system used by the Building Department. This will enable them to input their daily inspections with little or no training. When the need arises, we can provide inspectors for after hours or weekend inspections at overtime rates.

## **Building Technicians & Other Personnel**

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At the request of the City, building technicians can be provided to help with counter coverage, issue permits, accept plan check submittals, along with other various administrative duties. Our technicians are highly trained and very experienced with all types of permit-processing systems such as Permits Plus, Accela, Trak-it, Sierra, and several others. We are confident that they will be able to assist you with very little training, and will provide top-notch customer service to all of the customers visiting the Building Department.



## **Staffing**

Below are the resumes of the key personnel assigned to the City of Costa Mesa.

### **Jose D. Melad, PE**

#### **President**

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**Education:** MSCE - CSULB  
BS Civil Engineering  
Mapua Institute of Technology  
Manila, Philippines

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #28095  
ICBO Certified Plans Examiner  
ICBO Certified Building Inspector  
ICBO Certified Combination Inspector

#### **Work Experience**

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1981-Present	Melad & Associates, Inc. – President Providing Building Administration services to various jurisdictions. Services include structural engineering plan review, code plan checking, fire code review, code consultation, and providing general building inspection services on a contract basis.
1982-1987	City of Pico Rivera – Building Official Part-time consulting Building Official in charge of all aspects of the Building Division.
1977-1981	City of Fountain Valley – Director of Building & Safety
1977	City of Gardena – Plan Check Engineer
1974-1977	City of Pico Rivera – Plan Checker/Building Official
1973-1974	City of Stanton – Building Inspector
1970-1973	City of Compton – Senior Building Inspector
1966-1970	Manila, Philippines – Assistant Civil Engineer



# Anant B. Sheth, PE, CE

## Senior Structural Plan Check Engineer

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**Education:** BS Civil Engineering  
University of Southern California  
MS Structural Engineering  
University of Southern California

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #25043

## Work Experience

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1993-Present	Melad & Associates, Inc. – Senior Structural Plan Check Engineer Structural plan check of commercial, industrial, and residential buildings.
1983-1993	Holmes & Narver, Inc. – Structural Engineer
1978-1983	Ralph M. Parsons Company – Structural Engineer Design and checking of petroleum and chemical facilities.
1976-1978	C.F. Braun & Company – Structural Engineer Design and checking of petroleum and chemical facilities, and nuclear power plants.
1973-1976	Ralph M. Parsons Company – Structural Engineer
1969-1973	Erkel Greenfield & Associates – Project Engineer
1967-1969	Shah Construction Company – Construction Engineer
1962-1966	Dudley Steel Corporation – Design Engineer

# Ely Mamoyac, PE, SE

## Senior Structural Plan Check Engineer

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**Education:** BS Civil Engineering  
Mapua Institute of Technology  
Manila, Philippines  
MS Civil Engineering  
California State University Los Angeles

**Certifications:** Registered Professional Civil & Structural Engineer  
State of California  
CE License #33294  
SE License #3409

## Work Experience

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2006-Present                      Melad & Associates, Inc. – Senior Structural Plan Check Engineer  
Perform structural plan check of buildings and other structures.

1980-2006                      City of Los Angeles – Civil & Structural Engineer  
**Department of Public Works** (17years) - Perform structural design analysis of buildings, wastewater treatment facilities, sewer and storm drains and other structures.  
**Department of Building and Safety** (7 years) - Review engineering plans, structural calculations and specifications of buildings and other structures for compliance to building and zoning code requirements.  
**Department of Airports** (2 years) - Perform structural design and analysis of buildings, sewer and storm drains, retaining wall and other airport facilities and structures.

1971-1979                      Philippines Navy Public Works Office, Corp of Engineers – Civil Engineer  
Perform structural analysis and design of various structures. Prepare quantity takeoff and cost estimates. Project management and construction management. Conduct field surveys and inspections. Prepare engineering reports. Supervise and manage a group of engineers, architects and construction inspectors.

# Jose Abarquez III, PE, CE, Casp

## Senior Plan Check Engineer-Residential

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**Education:** BS Civil Engineering  
University of the Philippines  
Quezon City, Philippines

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #51994  
Certified Energy Plans Examiner #94-5253  
ICC Certified Plans Examiner  
Certified Access Specialist – CASp-315

## Work Experience

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1988-Present	Melad & Associates, Inc. – Senior Plan Check Engineer Plan check of all residential structures for compliance with all adopted codes and ordinances, State and Federal laws as related to building and safety regulations.
1984-1988	Wilson, Andros, Roberts & Noll – Design Engineer Responsible for preparing structural calculations, drafting of plans, and investigation of existing structures. Projects involved steel, concrete, and masonry buildings . Also, refined company software on structural design.
1983-1984	DCCD Engineering – Design Engineer Evaluated the structural condition of the existing buildings and prepared schematic plans and budgetary estimates for telephone exchanges.
1981-1983	Petrophil Corporation – Project Engineer Design and development of civil work projects related to bulk oil plant operations.

# Rosalinda J. Tandoc, PE, CE

## Senior Plan Check Engineer

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**Education:** MS Civil Engineering  
California State University Long Beach

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #29747

## Work Experience

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2006-Present                      Melad & Associates, Inc. – Senior Plan Check Engineer  
Plan check of all structures for compliance with all adopted codes and ordinances, State and Federal laws as related to building and safety regulations.

1979-2006                         County of Los Angeles – Plan Check Engineer  
Plan check of structural, architectural, and environmental plans of residential and commercial buildings for compliance with all adopted codes, County and City Ordinances, and State and Federal Regulations.

# Raymundo Go, PE, ME

## Mechanical Plan Check Engineer

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**Education:** BS Mechanical Engineering  
University of San Augustin  
Philippines

**Certifications:** Registered Professional Mechanical Engineer  
State of California  
PE License #M27284

## Work Experience

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2005-Present Melad & Associates, Inc. – Mechanical Plan Check Engineer  
Mechanical and plumbing plan check of all types of structures.

2002-2005 URS Corporation – Senior Mechanical Engineer

1998-2002 Toft Wolff Farrow Inc. – Mechanical Project Engineer

1995-1998 Ishii Engineers – Mechanical Engineer

1991-1995 Dahl Taylor & Associates – Mechanical Engineer

HVAC and Plumbing system design of institutional, commercial, industrial, and health care facilities. Prepare construction documents to ensure they conform to the latest mechanical, plumbing, building, and other local jurisdictional code requirements.

# Nader G. Shams, PE, EE

## Electrical Plan Check Engineer

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**Education:** BS Electrical Engineering  
California State University Los Angeles

**Certifications:** Registered Professional Electrical Engineer  
State of California  
PE License #E13305

## Work Experience

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2008-Present	Melad & Associates, Inc. – Electrical Plan Check Engineer Consultant Electrical plan check for commercial, industrial, and residential projects.
2007-2013	WD Partners – Senior Electrical Engineer Oversaw all electrical projects and electrical staff. Provided electrical engineering design, value engineering, and quality control for a wide range of projects.
1982-2007	County of Los Angeles – Senior Electrical Engineer/Chief Electrical Inspector Oversaw plan check, inspection, and permitting services for Los Angeles County and affiliate Cities. Involved in design and plan check of commercial, industrial, and residential projects.

## **Qualifications & References**

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Melad & Associates has had the pleasure of providing plan check and inspection services to several City Building Departments, similar in scope to what is outlined in this RFP. Below is a list of those Cities, contacts to be used as references, and the duration we have been providing those services.

### **City of Manhattan Beach**

1400 Highland Ave.  
Manhattan Beach, CA 90266  
(310) 802-5525  
Ryan Heise  
Building Official  
Services provided since 1995



### **City of South Gate**

8650 California Ave.  
South Gate, CA 90280  
(323) 563-9515  
William Campana  
Building Official  
Services provided since 1986



### **City of Westminster**

8200 Westminster Ave.  
Westminster, CA 92683  
(714) 548-3468  
Soroosh Rahbari  
Building Official  
Services provided since 1986



**City of Dana Point**

33282 Golden Lantern  
Suite 209  
Dana Point, CA 92629  
(949) 248-3594  
Joe Romero  
Building Official  
Services provided since 2007

**City of Villa Park**

17855 Santiago Blvd.  
Villa Park, CA 92861  
(714) 998-1500  
Bill Tarin  
Building Official  
Services provided since 2000

**City of Compton**

205 S. Willowbrook Ave.  
Compton, CA 90220  
(310) 605-5509  
Victor Orozco  
Building Official  
Services provided from 2000-2015



Key personnel for each of these Cities, is the same staff we have listed in this proposal. We are currently providing plan check and permit processing services to the City of Costa Mesa with this same staff in place.

- Jose D. Melad – President
- Jose Abarquez III – Senior Plan Check Engineer-Residential
- Anant Sheth – Senior Structural Plan Check Engineer
- Ely Mamoyac – Senior Structural Plan Check Engineer
- Rosalinda Tandoc – Senior Plan Check Engineer
- Raymundo Go – Mechanical Plan Check Engineer
- Nader Shams – Electrical Plan Check Engineer
- Deepak Solanki – Civil Plan Checker
- Wendy goetz – Fire Prevention Plan Checker



## **Cost Proposal**

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Please see separate attachment for the Cost Proposal.

## **Disclosure**

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Please see Appendix C Forms.

## **APPENDIX C FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution  
Cost Proposal**



**VENDOR APPLICATION FORM  
FOR  
RFP No. 22-12 ON-CALL INSPECTIONS,  
PLAN REVIEW, AND STAFFING SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

*Staffing Services*

☐ Code Enforcement

☐ Permit Technician

*Inspection Services*

☐ Building (Development Services)

☐ Fire

☐ Public Services

*Plan Check Services*

☒ Building (Development Services)

☐ Fire

☐ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☐ No

Legal Contractual Name of Corporation: Melad and Associates, Inc.

Contact Person for Agreement: Jose Melad, PE

Title: President E-Mail Address: meladassoc@aol.com

Business Telephone: (714) 848-0487 Business Fax: (714) 848-7027

Corporate Mailing Address: 8907 Warner Avenue Suite 161

City, State and Zip Code: Huntington Beach, CA, 92647

Contact Person for Proposals: Elvie Bernal

Title: General Manager E-Mail Address: ebernal@meladinc.com

Business Telephone: (714) 848-0487 Business Fax: (714) 848-0487

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
_____	_____	_____
Jose Melad	President	(714) 848-0487
James Melad	Vice President	(714) 848-0487
Elvie Bernal	Secretary	(714) 848-0487
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 27-1641048

City of Costa Mesa Business License Number: 06433

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: June 30, 2022

## EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services** at any time after **March 1, 2022**.

  
\_\_\_\_\_  
Signature

Date: 3-30-22

JOSE D. MELAD  
\_\_\_\_\_  
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No  X

If the answer is yes, explain the circumstances in the following space.

## **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

## COMPANY PROFILE & REFERENCES

**Company Legal Name:** Melad and Associates, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): S-Corp

Active licenses issued by the California State Contractor's License Board:

Business Address: 8907 Warner Avenue Suite 161, Huntington Beach, CA, 92647

Website Address: meladandassociates.com

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: meladassoc@aol.com

Length of time the firm has been in business: 42 years

Length of time at current location: 40 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes XNo

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 27-1641048

Regular Business Hours: Monday-Friday 9AM-5PM

Regular holidays and hours when business is closed: Nationally observed holidays

**Contact person in reference to this solicitation:** Jose Melad

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: meladassoc@aol.com

**Contact person for accounts payable:** Elvie Bernal

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: ebernal@meladinc.com

**Name of Project Manager:** James Melad

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: jmelad@meladinc.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 Manhattan Beach

Contact Name: Ryan Heise (310) 802-5525

Contract Amount: \$500,000.00 (5-years)

Email: rheise@manhattanbeach.gov

Address: 1400 Highland Avenue, Manhattan Beach, CA, 90266

Brief Contract Description: Plan Checking and Inspection Services

**Company Name:** City of Westminster

Telephone Number: (714) 548-3468

Contact Name: Justin Nguyen

Contract Amount: \$100,000.00

Email: jvnguyen@westminster-CA.gov

Address: 8200 Westminster Ave, Westminster, CA, 92683

Brief Contract Description: Plan Checking and Inspection Services

**Company Name:** City of Dana Point

Telephone Number: (949) 248-3594

Contact Name: Joe Romero

Contract Amount: \$100,000.00

Email: jromero@danapoint.org

Address: 33282 Golden Lantern, Suite 209, Dana Point, CA, 92629

Brief Contract Description: Plan Checking and Inspection Services

**Company Name:** City of Villa Park

Telephone Number: (714) 998-1500

Contact Name: Bill Tarin

Contract Amount: On as needed basis

Email: btarin@villapark.org

Address: 17855 Santiago Boulevard, Villa Park, CA, 92861

Brief Contract Description: Plan Checking

**Company Name:** City of South Gate

Telephone Number: (323) 563-9515

Contact Name: William Campana

Contract Amount:

Email: wcampana@sogate.org

Address: 8650 California Avenue, South Gate CA 90280

Brief Contract Description: Plan Checking and Inspection Services



## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Bidder/Applicant/Proposer

3-30-22  
\_\_\_\_\_  
Date

**EXHIBIT C**  
**FEE SCHEDULE**

## **Fee Proposal - Compensation for Services**

Please see table below regarding Plan Check and other Building & Safety services rates.

### ***Plan Check Fee Schedule***

<b>TYPE OF REVIEW</b>	<b>FEES</b>
Complete Plan Review	60% of the fee established by the City, or an hourly rate of \$75.00. Note that this includes the initial review and two rechecks only. Each subsequent review may be billed at an hourly rate.
Repetitive Plan Review	60% of the building plan check fee for the models, and 10% of the building plan check fee for repetitive plans.
Accelerated Plan Review	An applicant may opt to submit their plans to Melad & Associates at the accelerated rate put forth by the City of Costa Mesa Building Department (100% of the plan check fee).
<b><i>*In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be applied accordingly.</i></b>	
Electrical/Title 24	25% of the building plan check fee or \$75.00 per hour.
Mechanical/Title 24	25% of the building plan check fee or \$75.00 per hour.
Plumbing	15% of the building plan check fee or \$75.00 per hour.
Energy	10% of the building plan check fee or \$75.00 per hour.
Grading Plan Review	Fees to be established by the City or \$75.00 per hour with a minimum fee of \$300.00.
Fire Protection System	Rate of \$75 per hour with a minimum fee of \$150.00.
Fire Code Plan Review	Rate of \$75 per hour with a minimum fee of \$150.00.

## Plan Check Review Times

TYPE OF PROJECT	STANDARD REVIEW	STANDARD RECHECK	ACCELERATED REVIEW	ACCELERATED RECHECK
New/Addition Multi-Family Dwellings	15 working days	10 working days	10 working days	5 working days
New Single-Family Dwellings	10 working days	5 working days	7 working days	4 working days
Single Family Dwelling Addition/Remodel	7 working days	5 working days	5 working days	3 working days
Commercial New Construction	15 to 20 working days	10 to 15 working days	10 working days	5 working days
Commercial Addition	10 working days	7 working days	5 working days	3 working days
Commercial Tenant Improvement	10 working days	7 working days	7 working days	5 working days

## **Revised Cost Proposal**

**Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.**

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

<b>Job Title</b>	<b>Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Plans Examiner	\$80.00	\$120.00
Plan Check Engineer	\$100.00	\$150.00
Chief Plans Examiner (Supervisor)	\$100.00	\$150.00
Permit Processing	\$40.00	\$60.00
Permit Technician I and II	\$50.00	\$75.00
Fire Plans Examiner	\$80.00	\$120.00

**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:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
SCOTT FAZEKAS & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SCOTT FAZEKAS & ASSOCIATES, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide plan review 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:**

Scott Fazekas & Associates, Inc.  
9 Corporate Park, Suite 200  
Irvine, CA 92606  
Tel: (949) 475-2901  
Attn: Scott Fazekas

### **IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5604  
Attn: Ziad Doudar

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this

Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Ziad Doudar  
Project Manager

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**



## SCOPE OF WORK

### 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.

**ATTACHMENT 1**  
**BUILDING PERMIT FEES**

**TABLE 1A-A – BUILDING PERMIT FEES**

	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.



**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

***PROPOSAL FOR  
RFP #22-12  
ON-CALL PLAN REVIEW SERVICES***



***City of Costa Mesa  
March 31, 2022***



***Scott Fazekas & Associates, Inc.***





1. **COVER LETTER**

March 31, 2022

Planet Bids  
City of Costa Mesa  
Purchasing Department  
77 Fair Drive  
Costa Mesa, CA 92628

Subject: **Proposal For RFP #22-12 On-Call Plan Review Services**

Planet Bids:

**SCOTT FAZEKAS & ASSOCIATES, INC. (SFA)** appreciates being considered to submit a Proposal to provide Building Plan Checking Services, as needed to the City of Costa Mesa. SFA understands the specific needs of the City and will tailor our services to meet those needs. The following is an Executive Summary of the Proposal which highlights SFA's unique ability to offer the City of Costa Mesa services that will contribute to the professional image put forth to developers and residents.

SFA is proposing on the Plan Check Services for the Development Services Department, Building Division as described in Appendix A, Scope of Work in the RFP. Some of the key features of SFA are as follows:

- SFA has provided uninterrupted building plan review services for the City of Costa Mesa for 25 years.
- **SFA exclusively serves governmental agencies and provides no design or consulting services to the private sector; avoiding both real or perceived conflicts of interest.**
- The owner of SFA, Scott Fazekas, has always been and will continue to be involved in managing and participating in the services provided.
- **SFA is financially sound. We have zero debt with no partners or investors. SFA is owned exclusively by it's owner and founder, Scott Fazekas.**
- SFA has never had a claim filed against it and has solid business practices to minimize the potential of legal exposure.
- **All of SFA's staff who provide plan review services are licensed professionals in the State of California. All have extensive experience and tenure in their professions as well as with SFA.**
- SFA stays involved in the industry to both contribute to, and learn from others, on state laws, code changes, industry standard practices, and simply keeping up on key issues to building departments.
- **Electronic plan reviews are currently performed on 50%-60% of plans. SFA accommodates whatever process is required by our client agencies.**

- SFA staff develop updated standard correction lists for plan review every three years when codes are updated and share them with all jurisdictions in the region.
- **SFA has only one office location in nearby Irvine.** This is by design to maintain the highest possible quality control. Close communication and information sharing between plan check engineers creates a productive and comfortable work environment. **Plans are never shipped out to another location.**
- All staff are paid hourly with 1.5 times O.T. pay which is always approved. Plan check engineers always meet their deadlines and are always authorized overtime when needed.
- **SFA produces a Daily Scheduling Report that shows due dates for all plans actively being checked. The Report is monitored daily to assess workload of each engineer to assure that they have adequate time to plan check every plan assigned to them in a timely manner. As new work comes in daily this Report will be reassessed and adjustments made to workload if any of the engineers receives an unusual amount of rechecks or revisions that might affect them meeting their turn around times on other plans.**
- **Plans are reviewed in ten (10) working days for initial and five (5) working days for rechecks, respectively.**

This letter is prepared and signed by the President/CFO who is authorized to bind SFA for the contents and commitments presented in this Proposal. Scott Fazekas & Associates, Inc. Is a California Corporation that was incorporated on June 3, 1996. Scott Fazekas, the signer below is the chairman of the Board and sole owner of the company. SFA looks forward to the opportunity to provide professional services to the City of Costa Mesa.

Sincerely,

**SCOTT FAZEKAS & ASSOCIATES, INC.**



Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp  
President

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## **2. BACKGROUND AND PROJECT SUMMARY SECTION**

The Scope of Review provided by SFA covers all the codes mandated for enforcement by the Building Department including all Title 24 Building, Residential, Plumbing, Mechanical, Electrical, Energy, Calgreen Codes, Grading Ordinance, applicable State Statutes and City Policies and Interpretations. All scope and protocol established in Appendix A for Building Division Plan Check will be complied with. **SFA has been providing these services for Costa Mesa for over 25 years.**

### **Turn Around Times**

SFA will review plans in ten (10) working days initial and five (5) working days for rechecks for all projects. Extremely large or complex projects, would be as agreed upon with the City. Accelerated projects are accommodated when requested by City to do so.

## **3. METHOD OF APPROACH**

### **Project Approach**

The project approach will be to provide the highest quality plan review for the City of Costa Mesa by applying our tenured, well trained and credentialed plan check engineering staff to each plan sent to SFA for review. While this seems like a simple statement, in order to do this, SFA maintains top quality engineers specifically trained and experienced in building safety plan review by providing stability, pride in their work product, good compensation, great office space conditions, organized and highly qualified administrative support staff and a family team environment. SFA values employees with long tenure as the consistency and quality of their work product increases with time. All of our staff take pride in the team of which they are a part.

**We do not use part-time moonlighting staff who fill in to make extra money and may not be available to talk to or meet with applicants during the workday. We do not have multiple offices to which plans are farmed out. We have employees that have specialized in plan review for over 18 years to as many as 40 years each. SFA's business model has been to focus on building plan review and to maintain a single office location with tenured staff. Scott Fazekas is the sole owner and personally acts as the Liaison for all City needs and continues to have a technical role in plan review; daily interacting with all staff.**

### **Overall Process/Scope of Work**

Scott Fazekas & Associates, Inc. (SFA) proposes to provide start to finish comprehensive plan review services as-needed when assigned by the City of Costa Mesa wish our plan check staff located in our Irvine office.

During the review process, once the initial review or resubmittal is plan checked, the plans (**paper or electronic format**) are sent with plan review comments to the applicant with an electronic copy of the Correction List directly to the City's Building Official and any other desired, designated staff.

Once approved, SFA's Transmittal will indicate any relevant communications to the City such as other department or agency approvals, Hardship Applications, AM & Ms, Building Official's specific directives or interpretations, Conditions of Approval, encroachment documentation, etc.... . We have a Client Agency Information Sheet which details specific operating protocols, so SFA acts as an extension of City's staff with consistency in policy and execution.

### **Communication with Applicants**

Applicant communications is done through 1) Zoom meetings, 2) conference call dial-ins, 3) on site meetings, 4) meeting attendance at City Hall 5) phone, 6) fax and 7) e-mail and pdfs.

Considerations such as the location(s), number of participants, complexity of the subject and even personality of the contacts plays a role in how our method of interaction is selected.

### **Plan Assignment/Routing**

When plans are received either initially or for recheck, the plans are promptly routed to the plan check engineer with an assignment tag and the due date, so the engineer can schedule their time accordingly. All plan check engineers are paid hourly instead of salaried so they receive pay for all overtime at a rate of 1.5 times regular payroll. No pre-approval is required. This overtime pay system allows them to put in extra time when needed in order to **always meet the deadline**. **A daily internal Report is run and reviewed by management to verify that all deadlines have been met or exceeded.**

### **Plan Review Document Verification**

The plan reviews also consist of checking the Application against the plans to verify accuracy and consistency of the description, valuation, square footage, construction type, use, and occupancy. In order for the plan checks to reflect the City's specific administrative preferences, policies, interpretations and routing protocols, SFA will customize a Correction List template which insures that specific requirements are not missed.

### **Correction List Format**

To enhance **fairness** to the designer with the Correction List, the format is such that upon recheck, all the corrections which are resolved by the designer's response are deleted/dropped from the list; only the unresolved items remain. The initial corrections that are unresolved remain in light font for reference with the follow-up correction clarification as to what remains outstanding and why, is typed in bold font. This lets the designer (and owner) see that it is not a new correction that was added but was simply not resolved by the designer, and why.

## **Scheduling and Tracking**

**All projects received by SFA are entered into the SFA Plan Log System. Some of the key features are:**

- All information associated with each project is recorded
- Fee calculation and tracking for all hourly projects such as revisions or deferred submittals.
- A Scheduling Report is generated daily which displays the currently assigned 10 day workload for each plan checker and all projects received that day. This report is used to ensure each project has the proper time available to complete a proper review. This process also serves to identify projects experiencing delays with numerous re-checks so they can be addressed.
- Maintains all SFA holiday and vacation calendars to ensure assigned workloads are accurate and achievable.
- A “Due Report” is generated nightly and delivered, as a reminder, to each plan checker containing all the projects due the next day to ensure deadlines are achieved.
- A “Status Report” is generated which includes the turnaround time for all projects. This serves as a double check that projects do not go out late.
- **A self-service status portal accessible via the SFA website which provides detailed status for each project such as; the assigned plan checker, due date, completed date, shipping date and shipping method. This can be accessed by applicants when approved by City.**
- Advanced search features which helps streamline projects by assigning projects at the same address to the same plan checker who performed previous reviews.
- Customizable fee structure and review schedules for each client with automated generation of fees and due dates to prevent clerical and mathematical errors.
- Automated invoice generation to help prevent clerical and mathematical errors.

## **Additional Scope Provided by SFA**

**SFA has four (4) CASp professionals on staff.** The Certified Access Specialist shows a level of competency in not only California Access Regulations, but in both federal and state laws and how both citizens and the City are affected.

Phone consultations are available to the City on any topic, regardless of whether or not it's for a project worked on by SFA. **Code issues are addressed as a courtesy with no charge.**

## **Electronic Tools**

Some of the key elements which are relied upon for a plan review operation are 1) Plan Check software and hardware, 2) Plan Correction List development and distribution, 3) Municipal Permit System data, 4) Courier and UPS tracking, 5) e-mail correspondence with the City and applicants, 6) the Custom Designed Plan Log Program and 7) on-line access to client software.



- SFA has (5) five electronic plan review stations. Each has dual 43" screens with 4K resolution. Bluebeam Revu is our primary software which the plan check engineers prefer to use. Adobe Reader is also available. We also have a digital security stamp through Bluebeam which uses Sectigo Security to allow us to lock plans to prevent tampering. SFA can accept plans from any City format by simply providing us a link to download into our system.
- Our plan check correction lists are typed using Microsoft Word and the Correction lists are sent via e-mail to the City and applicants.
- Municipal permit tracking systems used by cities for which we do electronic plan reviews have been Bluebeam, Accela, E-Plan Soft Review (EPR) Sire and EnerGov.
- When requested by a client, SFA has been granted licenses by the City to allow us to access the City's database and to review the plans in their system or to update project status when corrections or approvals are issued.

### **City Role/Time Involvement**

It is the goal of SFA to make the effort by City staff to be zero, or at least very minimal regarding the start-to-finish plan review process. The City uses a consultant to relieve the City of that assignment. Since SFA works at the pleasure and direction of the City, the City has the right to determine what, if any, involvement they have. SFA is simply an extension of the City staff as a resource as-needed.

### **Hold Form Policy**

When a plan check submittal response is not entirely complete or ready for approval but the remaining items are relatively minor, **SFA's HOLD Form allows us to update the City of the Corrections but lets the City know that we have called, notified and are working with, the design team on minor items that can be resolved by updating or slip-sheeting, attaining missing signatures, resolving calculations, etc. . .** The applicant and designer are always appreciative of this personalized level of service which avoids delays by additional plan routing or having to resubmit and wait their turn in line after another resubmittal. This is one of the ways that SFA puts forth the effort to make our client, the City of Costa Mesa, look good.

### **Owner Notification Policy**

When requested by the City, the owner of the project is kept in the plan check loop. The owner will see the dates of Correction Lists and the follow-up comments and items that have not been resolved and why. Having the owner engaged should in theory, reduce the number of rechecks needed, facilitating earlier approval, and will reduce or avoid blame being directed at SFA or the City. This, as with the HOLD Form, is another way SFA provides tools to enhance the City's image to their community.

## **Displaced City Employees**

SFA would agree that, if selected, that any displaced City of Costa Mesa person that was displaced due to City staffing reductions would be recruited and hired if a position was available for such employees based on qualifications required for the position needing filled. SFA would contact the City's Building Official prior to recruiting to determine if there were any such employees at that time.

## **4. QUALIFICATIONS OF FIRM**

### **Contractor Identification**

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. We are located at 9 Corporate Park, Suite 200, Irvine, CA 92606. SFA's phone number is 949-475-2901 and fax number is 949-475-2560. SFA's web site is at [scottfazekasandassociates.com](http://scottfazekasandassociates.com) and our Fed ID No. is 33-0711166.

SFA has no parties, co-owners or investors. Scott Fazekas is the sole owner of SFA and has no other business ownerships.

SFA was formed to offer building safety services exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee. He began his building safety career 49 years ago in 1972 with the City of Newport Beach Building Department and subsequently with the City of Costa Mesa.

**SFA was established to provide services exclusively to municipal building departments.**

This not only ensures that **no real or perceived conflicts of interest could occur** but also provides a specialized operation that is tailored to the exact needs of municipal building departments. The regulations, statutes, new and changing codes and increased pressure to meet shorter time lines, make specializing in plan review an asset to the City of Costa Mesa. **The primary service provided to our clients is building plan review**

### **Financial Stability**

SFA was founded in 1996 by Scott Fazekas as a California Corporation. There have never been any partners or investors. SFA operates on a cash basis with zero debt. SFA has never required a credit line for payroll or any other expense. We have operated without loans through the 2008-2009 recession and during the recent COVID conditions. We have not borrowed from the bank or taken any PPP funds. SFA has operated efficiently and responsibly. Scott Fazekas has, and will be, actively involved with insuring that quality services are delivered to the City of Costa Mesa and will be the primary contact for all communication with the City.



## **General**

SFA has performed tens of thousands of plan reviews during the 25 years that we have provided plan check which have included every type of construction and occupancy group in the building spectrum. We have also encountered many unique administrative policies and processes in working with the building officials in our client jurisdictions which may have arisen due to tight project scheduling, application of alternate design methods or simply due to unique project characteristics.

Some of the projects worth noting to illustrate a broad range of work are as follows:

- New undergraduate dormitory 96,200k s.f. housing facility
- New mixed use 10 story residential and indoor water park with retail
- New Assisted living Facilities
- New Ambulatory Surgery Centers and Multiple OSHPD 3's
- Multiple residential buildings (apartments and condos) 3 to 5 stories with podium construction and parking below
- Mixed use office, retail and housing facilities
- Multiple Cannabis Buildings including agriculture, packaging, retail and extraction
- Multi-story parking structures
- OCSA Sheriff's facility remodel upgrading to Occupancy Category Code IV
- Multiple large warehouses
- Multiple multi-story office buildings
- Fire Stations
- Municipal Event Centers
- Private School Buildings
- Large 5 story Distribution Hub Buildings 4 and 5 Story with multi-million sq.ft. Areas
- Three and Four Story mini-storage facilities
- Multifamily and Multistory residential projects
- Storage racks and large scale conveyor structures
- Elderly Care and Child Care Facilities
- Blimp Hangers at MCAS Tustin - Evaluation and Re-Use

All of our engineers as stated earlier are Licensed Engineers and Structural Engineers. SFA prides itself on having a highly qualified group of engineers who are all qualified to do any type of project that may come into our office. This amount of experience within our staff allows us to always meet our deadlines and streamline any special requests made by our client cities when requested to do so.

## **Specific Experience**

**Some Recent Unique, Large Scale Projects Reviewed by SFA. Information is listed after each project for contacting the City for a reference. A further list of references is listed in the Reference Section to contact also.**

### **Amazon Fulfillment Center - Beaumont, CA**

The Amazon project had a valuation of approximately \$278 million. It consisted of a 4-story Type 1 sprinklered building with a total area of 2.5 million square feet. There were Alternate

Methods & Materials Requests (AM & M) with a request to eliminate the 2-hour fire protection required for Type 1 Construction by providing fire modeling reports and proposing mitigating measures to achieve "equivalency with Code requirements. This involved coordination between Fire and Building.

SFA provided 100% of the building safety review services. The initial turnaround time and rechecks were 10 and 5 days for each recheck respectively, which were less than the allowed time by the City's Building Official. SFA was involved at preliminary stages. Also, this project involved a lot of time with the AM&M and went through eight (8) plan reviews since the developer/design team worked on portions of the project to make progress instead of comprehensive and complete responses each time. The total time to complete all 8 reviews, including the design team's work between each submittal was 4 months from submittal to approval.

Contact: Kristine Day, Assistant City Manager  
Office: (951) 769-8520 kday@beaumontca.gov

### **The Great Wolf Park, City of Garden Grove**

The Great Wolf Park was the 13<sup>th</sup> of their facilities in the U.S. and involved a 10 story Hotel Tower that was seismically separated from the 3 story Lobby and mixed use area that included Retail. It also included three indoor pools totaling over 1 million gallons and waterpark slides overhead. It was south of Disneyland to compete for tourism traffic. This project involved Am & M's for joining 3 parcels with recorded conditions, fire modeling to avoid sprayed on fireproofing on steel frames and for 3 story egress in a non-smoke-controlled Lobby. This project also involved working with CalOSHA's Amusement Ride Section which ultimately exempted them due to being indoors and serving a hotel. This was due to legal challenges to CalOSHA by the hotel industry.

Contact: David Dent, Building Official  
Office: (714) 741-5343 ddent@ci.garden-grove.ca.us

### **320,000 Sq.Ft. Cannabis Grow Farm Facility. Cathedral City**

This project was a steel framed structure which was initially engineered in foreign SI unit calculation format. The steel was also manufactured in foreign fabrication plants. Steel tests and engineer's calculations in English units were performed to establish on nexus to the initial engineering. This project had an Alternate Methods and Materials request (AM&M) for one non-conforming 60 ft yard set back. It also was granted Phased approvals per the Building

Official's direction since the structural plans and calculations were incomplete at the time of initial submittal. There were also challenges with the T-24 energy design since the structure was not exempt. It involved multiple preliminary meetings with the design team and SFA's team.

### **Carvana - Car Vending Building - Westminster, CA**

This project was a steel frame, Type 11B Sprinklered, 9 Story, glass car storage display building with office space on the ground level. It was a steel moment frame with car storage loads as the

primary seismic design criteria. The car elevator design and stabilization to the frame was an issue. The car storage was allowed as a tall single space similar to rack storage and thus it was not required to be considered an atrium. This project had a valuation of \$3million.

Contact: Justin Nguyen, P.E./CBO, Building Official  
Office: (714) 548-3475

### **The Flight, Tustin, CA**

This project involved an 11 building Development in the MCAS Tustin land adjacent to the two historical Navy Blimp Hangers as part of the base closure land. It involved office, retail, restaurant and parking structure. Many of the structures were 4 stories. Most of the structures were steel moment frames with the 4 story parking garage being of concrete moment frames and shear walls. Phased approvals for many of the buildings were granted as the development was politically high profile.

As an aside, SFA has worked on the re-use and maintenance/repair of the adjacent South Blimp Hanger which is leased by the City from the Navy. The North Hanger is leased by the County of Orange. These are Historical Buildings initially constructed in 1940's.

Contact: Justina Willkom, Community Development Director  
(714) 573-3115

**During COVID** SFA has kept the work flow process moving and on schedule, serving our client cities and the development community. Some of those client cities are Arcadia, Desert Hot Springs, Cathedral City, Costa Mesa, Irvine, Beaumont, La Habra Heights, Santa Ana, San Fernando, Westminster, Lake Elsinore, Tustin, Paramount, Whittier, Westminster and Santa Clarita.

### **Other References**

SFA currently provides building plan review services for the following agencies and SFA encourages the City to contact these agencies regarding our work performance.

Agency: **CITY OF IRVINE**  
Reference: Jesse Cardoza, Building Official  
(949) 724-6371 jcardoza@cityofirvine.org  
Services: Plan Review since 1996

Agency: **CITY OF LA HABRA HEIGHTS**  
Reference: Fabiola Huerta, City Manager  
(562) 694-6302, #227 fhuerta@lhhcity.org  
Reference: Rafferty Wooldrige, Assistant City Manager/  
Community Development Director, #235 rwooldridge@lhhcity.org  
Service: Plan Review & Building Official since 1/31/2010

Agency: **CITY OF NORWALK**  
Reference: Maged Soliman, P.E., CBO, Building Official  
(562) 929-5739 msoliman@norwalkca.gov  
Service: Plan Review since 7/1/1997

Agency: **CITY OF SANTA ANA**  
Reference: Jason Kwak, P.E., CBO, Building Official  
(714) 647-5862 jkwak@santa-ana.org  
Service: Plan Review since 2005 (Retiring 11/20/20)

Agency: **CITY OF TUSTIN**  
Reference: Mariam Madjlessi, P.E., CBO, CASp, Deputy Building Official  
(714) 573-3109 mmadjlessi@tustinca.org  
Service: Plan Review since 2/1998 & Building Official since 2012

Additional municipal references available upon request.

## **5. KEY PERSONNEL**

**All plan check staff are licensed professionals and have been performing comprehensive reviews for a minimum of 18 years.**

### **Project Manager-Liaison**

SFA recognizes the need to assure an adequate level of commitment by key personnel. SFA will commit the President, Scott Fazekas, as the Project Manager who will see to the proper function of the building plan review process and will also be personally involved in performing services. He will serve as an extension of the City staff, fully capable of providing the necessary services as determined by the City.

**Resumes follow this Page**

	<p><b>SCOTT R. FAZEKAS, AIA, NCARB, CBO, LEED AP, CASp</b> President / Principle in Charge</p>
<p><b>REGISTRATIONS:</b> <i>Licensed Architect, California (C-19012)</i></p> <p><i>Licensed Architect, Nevada, Colorado</i></p> <p><b>CERTIFICATIONS:</b> <i>LEED Accredited Professional</i></p> <p><i>Certified Access Specialist (CASp) (DSA CASp-063)</i></p> <p><i>Certified Building Official, ICC (808505- CB)</i></p> <p><i>Certified Plans Examiner, ICC, CBC (808505-K-6)</i></p> <p><i>Certified Building Inspector, ICC, CBC (808505-K-1)</i></p> <p><b>EDUCATION:</b> <i>BS, Architecture, California State Polytechnic University</i></p> <p><i>Supplementary Structural Course Work, California State University Fullerton</i></p> <p><b>PROFESSIONAL AFFILIATIONS:</b> <i>American Institute of Architects (AIA)</i></p> <p><i>International Code Council (ICC)</i></p> <p><i>California Building Officials (CALBO)</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Fazekas is President of Scott Fazekas &amp; Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.</p> <p>Mr. Fazekas has 50years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. (currently Bureau Veritas) as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time, he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.</p> <p>Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for over twenty jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he, as AIA's representative, voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for 20 jurisdictions during his last 37years in the private sector.</p>

	<b>GANESH M. RAO, SE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> Registered Structural Engineer, California (S4471)  Registered Professional Engineer, California (C52721)  <b>CERTIFICATIONS:</b> Certified Plans Examiner, ICC (1136557-60)  <b>EDUCATION:</b> MS, Civil Engineering, Brigham Young University, Utah  BS, Civil Engineering, Bangalore University, India  <b>PROFESSIONAL AFFILIATIONS:</b> International Code Council (ICC)	<b>EXPERIENCE</b> <p>Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.</p> <p>Prior to his employment with SFA, Mr. Rao spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and historic blimp hanger facilities.</p> <p>Some of Mr. Rao's notable projects include two Amazon Fulfillment Facilities of 5-story Type I construction; Education First private school campus with some historic building re-use and new on-campus housing for foreign students; the Ontario Event Center; numerous mixed-use mid-rise structures with parking, retail and housing complexes, many with snow loads in Mammoth Lakes; large-scale cannabis grow farms as well as processing facilities; a 45,000 sf residence in the desert with an airplane wing-like roof using finite element analysis in the design; the Great Wolf Water Park &amp; Resort in Garden Grove with a 10-story hi-rise hotel; elderly care facilities; ambulatory surgery centers; and the Tustin Blimp Hanger evaluation repair &amp; re-use project.</p> <p>Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance for residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam; Disney Building in Burbank utilizing "Haunch" moment connections; seismic retrofit of Mattel Distribution Center; an aircraft hanger; and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to a 400-foot latticed tower.</p>

	<b>VICTOR A. PENERA, SE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Registered Structural Engineer, California (S2083)</i>  <i>Registered Professional Engineer, California (C21629)</i>  <b>EDUCATION:</b> <i>MS, Mechanical Engineering, University of Southern California</i>  <i>BS, Mechanical Engineering, California State University, San Diego</i>  <i>Supplementary Structural Course Work, California State University, Los Angeles</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>Structural Engineers Association of Southern California (SEAOSC)</i>  <i>American Society of Civil Engineers (ASCE)</i>  <i>International Code Council (ICC)</i>	<b><u>EXPERIENCE</u></b> Mr. Penera joined SFA in April 2000 as a member of its plan check engineering staff after completing 30 years of service with the City of Los Angeles.  Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structural systems, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.  During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.  Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

	<b>KAM CHITALIA, SE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Structural Engineer, California (S3661)</i>  <i>Civil Engineer, California (C40594)</i>  <b>CERTIFICATIONS:</b> <i>Certified Building Official, ICC (858212)</i>  <i>Certified Plans Examiner, ICC (858212-06)</i>  <i>Certified Access Specialist (CASP-959)</i>  <i>Building Official Leadership Academy (BOLA) Graduate</i>  <i>Certified Post-Disaster Assessment Program (SAP) Evaluator</i>  <i>Certified Post-Disaster Assessment Program (SAP) Coordinator</i>  <b>EDUCATION:</b> <i>MS, Civil Engineering, Clemson University, SC</i>  <i>BS, Civil Engineering, Bombay University, Bombay, India</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>California Building Officials (CALBO)</i>  <i>International Code Council, Orange Empire Chapter (ICC)</i>  <i>Certified Access Specialist Institute (CASI)</i>	<b><u>EXPERIENCE</u></b> Mr. Chitalia is a Building Plan Check Engineer with Scott Fazekas & Associates, Inc. (SFA) where he provides comprehensive plan check services for all of SFA's client agencies. His reviews include checking for compliance with all state & local codes, ordinances, regulations and city-specific policies.  Mr. Chitalia's career began in 1984 where he worked in the private sector in structural design firms for 5-1/2 years where he designed multi-story buildings of steel, masonry, concrete and wood. In 1989, he began his career with the City of Irvine. His positions ranged from Associate Engineer to Senior Engineer to Principle Engineer, and he ultimately became the Chief Building Official/Manager of Building & Safety. During his 29 years of progressively responsible roles, he reviewed OSHPD projects for the State, complex multi-story structures including hi-rises, shopping centers, fire stations, condos, apartments, parking structures and churches. During a 9-yr. period as Principle, he supervised in-house staff that managed reviews of over \$12 billion valuation. As Building Official, he interacted with local Fire (OCFA), Water District (IRWD), and County Health (OCHCA) and supervised over 80 staff members.  Some of his defining experience includes being a grader for the State of California Structural Engineer license exam which he did for approximately 10 years. In addition to grading exams, he was one of few Structural Engineers to be selected as a Standard Setting Judge which involved helping to update and develop the upcoming SE license exams for the State of California. This required re-taking the exam each time updating was done. He has also stayed active in local ICC Chapter code committees throughout his career.



	<b>KYLE B. TONOKAWA, PE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Registered Civil Engineer, CA (C43738)</i>  <b>CERTIFICATIONS:</b> <i>Certified Access Specialist (CASp) (DSA CASp-0642)</i>  <b>EDUCATION:</b> <i>BS, Civil Engineering, California State Polytechnic University</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>Calbo - Post Disaster Safety Assessment Evaluator</i>  <i>California Office of Emergency Services - Essential Engineering Duties</i>  <i>International Code Council (ICC)</i>	<b><u>EXPERIENCE</u></b> Mr. Tonokawa is a plan check engineer in SFA's Irvine office. He provides plan reviews of all types of construction and occupancy groups. Through his 33 years of municipal building department career, he has gained diverse experience in zoning reviews, testing of proprietary construction products and listing, grading reviews and geotechnical report reviews and management of plan check staff in addition to comprehensive plan review responsibilities.  Mr. Tonokawa began his career in 1985 as a plan check engineer with the City of Los Angeles where he worked for 13 years providing building, zoning and grading plan reviews. He then spent nine (9) years as Senior Plan Check Engineer with the City of Anaheim where he handled major projects, as well as code interpretation resolutions and project flow and scheduling. His most recent position before joining SFA was 11 years in the City of Irvine as Senior Plan Check Engineer where, in addition to complex plan reviews, he handled staff training, inter-departmental representation and interfacing with consultants in providing plan review services.  Kyle has reviewed numerous mid and hi-rise structures in his career. His reviews have included wrap-around mid-rise condos around parking structures, industrial complexes, hazardous material storage & processing, assembly buildings, private schools, churches, apartment complexes, offices, retail complexes & malls, essential services facilities, and oil refinery projects.

	<p><b>SCOTT D. BEERY, PE</b> Plan Check Engineer</p>
<p><b>REGISTRATIONS:</b> <i>Licensed Professional Civil Engineer, California (C64287)</i></p> <p><b>CERTIFICATIONS:</b> <i>Certified Plans Examiner, ICC, CBC</i></p> <p><b>EDUCATION:</b> <i>BS, Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA</i></p> <p><i>Associate of Science-Fire Technology, Santa Ana College, Santa Ana, CA</i></p> <p><b>PROFESSIONAL AFFILIATIONS:</b> <i>International Code Council (ICC)</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Beery has over 17 years of municipal plan check experience and has worked in the private sector for over 13 years performing structural design. He has been a plan check engineer with SFA since 2013.</p> <p>As a plans examiner, he has reviewed and approved numerous projects including hazardous material facilities; cannabis extraction facilities with the use of propane/butane; an elevated fire apparatus platform; a hydrogen-fueling facility, laboratories; OSHPD 3 facilities; parking lifts; structures within snow regions; multi-level apartment buildings and hotels (including podium buildings), theaters, educational facilities, restaurants, gyms, night clubs, grocery stores; structures within wildland fire severity zones; gas stations; single family dwellings; tenant improvements; photovoltaic systems; gravity walls; and hillside buildings.</p> <p>His engineering background includes single family dwellings, apartment buildings, CMU commercial buildings, DSA school projects, masonry seismic retrofits, fire reconstruction projects, retaining walls, mechanical equipment anchorage, and assisting with structural forensics. His design experience includes timber, steel, masonry and concrete structures.</p> <p>Prior to Mr. Beery joining SFA in October 2013, he was an Associate Engineer with the County of San Diego Building Department for over two years. He then worked at the City of Anaheim Building Department as a Senior Plans Examiner and an Acting Plan Check Supervisor for over 7 years.</p> <p>In addition, his plan check background also includes representing the Building Department in numerous pre-submittal meetings regarding large project projects to answer plan review questions from various design professionals. Examples include Disney's 2012 California Adventure renovation, Area Regional Transportation Intermodal Center (ARCTIC) a 130-ft. tall truss dome with membranes and two 2-story buildings within the dome, Kaiser Permanente, Eastside Christian Church, Extron Electronics, and the historical re-use of the Anaheim Packing House.</p>

	<p><b>PETER K. TANG, PE</b> Plan Check Engineer</p>
<p><b>REGISTRATIONS:</b> <i>Licensed Civil Engineer, California (C-59691)</i></p> <p><b>EDUCATION:</b> <i>BS, Engineering, California State Polytechnic University</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Tang has been a plan check engineer in SFA's Irvine office for 18 years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.</p> <p>Over an 18-yr. period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona; Ficcadenti &amp; Waggoner Structural Engineers in Irvine; and John A. Martin Structural Engineers in Los Angeles.</p> <p>Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.</p> <p>In his engineering design years, Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; the Casa Gateway Condos in Pacific Palisades; and a seismic evaluation of 3-story homes.</p> <p>Through our contract with the city of Norwalk, Mr. Tang worked in-house at the city one day per week for almost 8 years. He worked with applicants to answer code questions and to resolve plan check issues for both his projects as well as those of other SFA plan reviewers. His personality allowed him to be a successful ambassador. Mr. Tang is one of two key engineers responsible for doing electronic data entry to client agencies and assisting others with computer entry protocols.</p>

	<b>BRETT A. ARCHIBALD, PE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Registered Civil Engineer, California (C69206)</i>	<b><u>EXPERIENCE</u></b> Mr. Archibald is one of SFA's professional staff in our Irvine office. He has 19 years of experience with SFA reviewing both residential and commercial projects. He is responsible for tracking changes in T-24 Energy Regulations and updating all staff.
<b>CERTIFICATIONS:</b> <i>Certified Plans Examiner, ICC (5114159-60)</i>  <i>Certified Mechanical Inspector, ICC (5114159-41)</i>  <i>Build It Green Certification, CA</i>  <i>Certified Access Specialist (CASp) (DSA CASp-122)</i>	Mr. Archibald started internship with SFA during college summer breaks and immediately started full-time upon graduation in 2002. He has performed reviews of all construction types and occupancy groups during his tenure including new structures, additions and alterations.  Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, new commercial and industrial buildings, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.
<b>EDUCATION:</b> <i>BS, Civil Engineering, California State San Diego, Structural Emphasis in Course Work</i>	Mr. Archibald has taken the lead role of developing and updating SFA's Commercial & Residential Standard Correction Lists used by the entire plan check team. He has also been the key plan check engineer to follow all the T-24 energy updates and is the "go to" person for energy questions. As a CASp, he also maintains updated training as a CASI member.
<b>PROFESSIONAL AFFILIATIONS:</b> <i>International Code Council (ICC)</i>  <i>Certified Access Specialist Institute (CASI)</i>	Mr. Archibald is one of two key staff engineers that take the lead role in assisting our clients with implementing electronic plan reviews as well as doing data entries in the databases of our client's tracking system when needed. He has worked his entire 19-yr. career at SFA.  Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of our clients.

	<p><b>RANDY BUCK</b> Electrical Plan Check</p>
<p><b>EDUCATION:</b> <i>Electrical Engineering, California Polytechnic University, San Luis Obispo, CA</i></p> <p><i>Whitworth College, Spokane WA</i></p> <p><b>PROFESSIONAL AFFILIATIONS:</b> <i>International Association of Electrical Inspectors (IAEI), Past President</i></p> <p><i>IAEI Professional Member #6034372</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Buck works for SFA to provide electrical plan review services on large or complex projects and interfaces with all plan check staff as-needed on unique electrical code issues. He has worked for SFA since his retirement from Costa Mesa in 2017.</p> <p>Mr. Buck has worked in the electrical industry for the past 40 years, starting as an electrician, electrical contractor and then entering the public sector as an electrical inspector for the City of Costa Mesa. He retired after 30 years of service as the Chief Inspector and Electrical Plan Checker for Costa Mesa. He presently teaches electrical code and ordinances for the International Brotherhood of Electrical Workers (IBEW).</p> <p>During his 30 year tenure with the City of Costa Mesa, he plan checked and inspected the electrical on large multi-family residential complexes and numerous commercial facilities. Some notable projects were the Segerstrom Concert Hall which was a large, complex project on an extremely tight timeframe; Triangle Square which had large fault current, generator and an EM lighting system; and Toyota Racing Development (TRD) which had large dynamometers which were unique, custom, one-of-a kind equipment for their test facility.</p> <p>Prior to his experience with the Costa Mesa Building Division, Mr. Buck worked for two Electrical Contractor firms: Foster Electric &amp; Engineering and Walker Electric. He worked 4 years with Foster Electric doing oil refinery hazardous location installations, restaurants and industrial food processing conveyors. With Walker Electric, he worked for 6 years doing large residential complexes up to 750 units, subterranean parking, tennis courts, a community building with racquetball courts, gym, streams and pool.</p> <p>Along with his present duties performing plan reviews with SFA, Mr. Buck teaches at the NJATC (IBEW Training Building) in Santa Ana. The program he teaches for is accredited by Santiago Canyon Community College. His coursework covers compliance, calculations, and interpretation with the Electrical Code.</p>

## **APPENDIX - CITY FORMS**



VENDOR APPLICATION FORM  
FOR  
RFP No. 22-12 ON-CALL INSPECTIONS,  
PLAN REVIEW, AND STAFFING SERVICES

TYPE OF APPLICANT: ☐ NEW

☒ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

*Staffing Services*

☐ Code Enforcement

☐ Permit Technician

*Inspection Services*

☐ Building (Development Services)

☐ Fire

☐ Public Services

*Plan Check Services*

☒ Building (Development Services)

☐ Fire

☐ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: Scott Fazekas & Associates, Inc.

Contact Person for Agreement: Scott Fazekas

Title: President E-Mail Address: sfairvine@aol.com

Business Telephone: (949) 475-2901 Business Fax: (949) 475-2560

Corporate Mailing Address: 9 Corporate Park, S-200

City, State and Zip Code: Irvine, CA 92606

Contact Person for Proposals: Scott Fazekas

Title: President E-Mail Address: sfairvine@aol.com

Business Telephone: (949) 475-2901 Business Fax: (949) 475-2560

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
<u>Scott R. Fazekas</u>	<u>President &amp; CEO</u>	<u>(949) 475-2901</u>
<u>Joy L. Fazekas</u>	<u>Corp. Secretary</u>	<u>(858) 385-9051</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 33-0711166

City of Costa Mesa Business License Number: Acct. # 52574

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

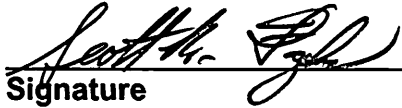
City of Costa Mesa Business License Expiration Date: August 31, 2022



## EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services** at any time after **March 1, 2022**.

  
Signature

Date: 3-22-22

Scott R. Fazekas  
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

## DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None, but for clarification, SFA serves as Building Official for several client agencies under contract as stated in the Proposal.

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address: 9 Corporate Park, S-200  
Irvine, CA 92606

Website Address: scottfazekasandassociates.com

Telephone Number: (949) 475-2901

Facsimile Number: (949) 475-2560

Email Address: sfairvine@aol.com

Length of time the firm has been in business: 26 years

Length of time at current location: 21 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: 33-0711166

Regular Business Hours: 8:00 - 5:00

Regular holidays and hours when business is closed: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving 2 Days, Christmas Eve and Day

Contact person in reference to this solicitation: Scott Fazekas

Telephone Number: (949) 475-2901

Facsimile Number: (949) 475-2560

Email Address: sfairvine@aol.com

Contact person for accounts payable: Joy Fazekas

Telephone Number: (858) 385-9051

Facsimile Number: (858) 385-9053

Email Address: sfainc@aol.com

Name of Project Manager: Scott Fazekas

Telephone Number: (949) 475-2901

Facsimile Number: (949) 475-2560

Email Address: sfairvine@aol.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 Irvine  
Telephone Number: (949) 724-6371  
Contact Name: Jesse Cardoza, Building Official  
Contract Amount: Average \$60,000 annually  
Email: jcardoza@cityofirvine.org  
Address: 1 Civic Center Plaza, Irvine, CA 92606  
Brief Contract Description: Comprehensive Plan Review for all residential & commercial occupancies

Company Name: City of La Habra Heights  
Telephone Number: (562) 694-6302  
Contact Name: Rafferty Wooldridge, Asst. City Manager  
Contract Amount: Average \$78,000 annually  
Email: rwooldridge@lhhcity.org  
Address: 1245 Hacienda Rd, La Habra Heights, CA 90631  
Brief Contract Description: Comprehensive Plan Review & Building Official

Company Name: City of Norwalk  
Telephone Number: (562) 929-5739  
Contact Name: Maged Soliman  
Contract Amount: Average \$175,000 annually  
Email: msoliman@norwalkca.org  
Address: 12700 Norwalk Blvd, Norwalk, CA 90650  
Brief Contract Description: Comprehensive Plan Review of all occupancy types.

**Company Name:** City of Santa Ana

**Telephone Number:** (714) 647-5862

**Contact Name:** Jason Kwak, Building Official

**Contract Amount:** Average \$90,000 annually

**Email:** JKwak@santa-ana.org

**Address:** 20 Civic Center Plaza, Santa Ana, CA 92701

**Brief Contract Description:** Comprehensive Plan Review of all occupancy types

**Company Name:** City of Tustin

**Telephone Number:** (714) 573-3109

**Contact Name:** Mariam Madjlessi, Deputy Building Official

**Contract Amount:** Average \$170,000 annually

**Email:** mmadjlessi@tustinca.org

**Address:** 300 Centennial Way, Tustin, CA 92780

**Brief Contract Description:** Comprehensive Plan Review for all occupancy types and Building Official



## 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
NA.				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

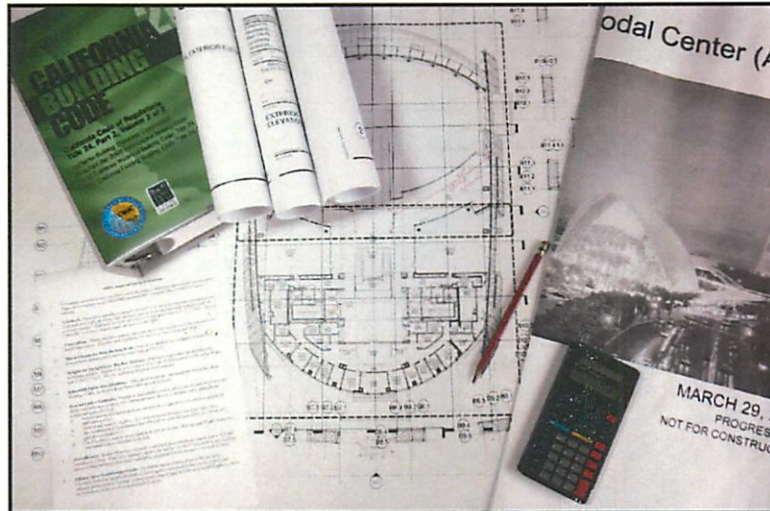
  
Bidder/Applicant/Proposer

3-22-22  
Date

**EXHIBIT C**  
**FEE SCHEDULE**



***COST PROPOSAL FOR  
RFP #22-12  
ON-CALL PLAN REVIEW SERVICES***



***City of Costa Mesa  
March 31, 2022***



***Scott Fazekas & Associates, Inc.***



March 31, 2022

Planet Bids  
City of Costa Mesa  
Purchasing Department  
77 Fair Drive  
Costa Mesa, CA 92628

Subject: **Cost Proposal for RFP #22-12 On-Call Plan Review Services**

Planet Bids:

Following this letter is the Cost Proposal, Number 6, for the above referenced Proposal. It is being submitted separately on Planet Bids as requested in the RFP.

If there are any questions, or if you need further clarification on the fee, please contact me.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC



Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp  
President

## **6. COST PROPOSAL (Submitted Separately)**

### **Plan Review Services**

SFA proposes to charge a rate based on a percentage of the plan check fee collected by the City and on an hourly basis for services not subject to the Fee Schedule. It is assumed that valuation used to determine valuations used in the City's determination of valuation is based on the most current version of the ICC Building Valuation Data Chart.

1. Standard Plan Review - the Fees are proposed at Sixty Percent (60%) of the City's plan check fees.  
  
Repetitive reviews are proposed at fifteen percent (15%) of the City's plan check fee.
2. Expedited Plan Review - When selected by applicant to reduce initial review to 5 days, SFA will charge the full plan review fee and the City will charge a 25% fee to the applicant. This may be revised if the City's Policy is revised as stated in the RFP.
3. Hourly plan check fees not otherwise covered by the City's Fee Schedule such as revisions, deferred submittals, or when plans are revised or incomplete for which the City would also be collecting additional fees, would be charged at the rate of \$115.00/hour.

All overhead costs including plan shipping are covered with the proposed fees and no additional charges are proposed.

Additional Services outside the main scope of review not listed above would be charged at a rate of \$115.00/hour,

### **FINANCIAL CAPACITY**

The RFP mentions verification of the financial stability of the firm(s) which they seek to engage may be asked for. Following are statements provided by our CPA.

1. SFA operates on a positive cash flow basis with zero debt/credit line usage.
2. SFA has never had a loss year in it's entire history.
3. SFA has minimal capitalization needs and thus, solid and low administrative overhead.

## Cost Proposal

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Job Title	Hourly Rate	Total Cost	Overtime Rate
Plan Check Engr.	#115	Based on as-needed	NA
		plan revisions &	No O.T.
		deferred submittals	charged to
			City or Applicant
Std. Plan Review	60% City Fee	60%	NA
Expedited Review	100% City Fee	100%	NA
Repetitive Review	15% City Fee	15%	NA

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

#### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

#### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

#### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



**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. Oranewood 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><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.



**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



# 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

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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



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## 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

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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

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### **Method of Approach**

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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.

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#### Qualifications of the Firm

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### ◆ 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
<b>Arcadia</b> <i>Kenneth Fields, CBO</i> (626) 574-5416	<b>Ongoing since 2014</b> Plan Review	Hotels, SFD, MFD, room additions, remodels, commercial and industrial properties
<b>Corona</b> <i>Chris Milosevic, BO</i> (562) 570-7713	<b>Ongoing since 2019</b> Plan Review, Inspection and Permit Staffing	SFD, MFD, ADUs, room additions, remodels, commercial and industrial properties, TI's, pools, photovoltaic
<b>Costa Mesa</b> <i>Ziad Doudar, BO</i> (714) 754-5604	<b>Ongoing since 2017</b> Expedited Plan Review, Staffing for Inspection and Permit	SFD, MFD, mixed-use, commercial, TI's, additions, remodels, mall, inspections, pools, etc.
<b>Garden Grove</b> <i>David Dent, CBO</i> (714) 741-5307	<b>Ongoing since 2021</b> Code Enforcement, Plan Review, Inspection, Permit, Staffing	SFD, MFD, ADUs, room additions, remodels, commercial and industrial properties, TI's, pools
<b>Long Beach</b> <i>David Khorram, BO</i> (562) 570-7713	<b>Ongoing since 2018</b> Plan Review, Inspection, Permitting	SFD, MFD, mixed-use, commercial, TI's, additions, remodels, mall, inspections, pools, etc.
<b>Manhattan Beach</b> <i>Carrie Tai, CDD</i> (310) 802-5000	<b>Ongoing since 2017</b> Plan Review, Inspection, Admin Staff, Planning	Commercial, industrial, TI's, hotels, residential, new, pools, additions, remodels, ADU's, reservoir
<b>Newport Beach</b> <i>Seimone Jurjis, CDD</i> (949) 644-3282	<b>Ongoing since 2010</b> 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
<b>Oceanside</b> <i>David Gans, BO</i> (760) 435-3932	<b>Ongoing since 2021</b> Plan Review and Permit Staffing	SFD, MFD, mixed-use, commercial, TI's, additions, remodels, mall, inspections, pools, etc.
<b>San Marino</b> <i>Isidro Figueroa, CDD</i> (626) 300-0710	<b>Ongoing since 2015</b> Plan Review, Inspection, Counter, Fire Review/Inspection, CASp	SFD, MFD, ADU's, commercial & industrial, room additions, remodels, pools, library, City Hall renovation
<b>West Hollywood</b> <i>Ben Galan, BO</i> (323) 848-6475	<b>Ongoing since 2014</b> Plan Review, Counter Services, Permitting, Inspection & CASp	SFD, MFD, mixed-use, hotels, condominiums, affordable housing, additions, remodels, commercial, industrial, solar, retrofits
<b>Yorba Linda</b> <i>Jim Sowers, BO</i> (714) 961-7125	<b>Ongoing since 2018</b> 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 5<sup>th</sup> 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

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Name	Classification/Title	Qualifications, Licenses, Certifications	Years Exp.
<b>Hue Luu, PE</b>	Director of Plan Check Services / Sr. Plan Check Engineer	<ul style="list-style-type: none"> <li>Registered Civil Engineer C-66754</li> <li>ICC Certified Plans Examiner. ICC-0863153</li> <li>BS Architecture &amp; Design, CSU Long Beach</li> </ul>	30
<b>Samir Ghosn, PE</b>	Deputy Director of Plan Check Services / Sr. Plan Check Engineer	<ul style="list-style-type: none"> <li>Former CBO of Newport Beach</li> <li>ICC Certified Building Official, Plans Examiner, Residential Fire Sprinkler Inspector/Plans Examiner</li> <li>MS Civil Engineering, CSU Long Beach</li> </ul>	35
<b>Daniel Kennedy, AIA</b>	Sr. Plans Examiner / Architect / CASp / Inspector	<ul style="list-style-type: none"> <li>Licensed Architect in the State of California, #C25762</li> <li>Certified California Accessibility Specialist program DSA/AC #CASp-198</li> <li>Safety Assessment Program CA Office Emergency Service #SAP50982</li> <li>ICC Certified Building Official, Building Plans Examiner, Building Inspector, and Combination Single Family Inspector</li> </ul>	30
<b>Suzanne Kusik, PE</b>	Sr. Plan Check Engineer & OSHPD-3	<ul style="list-style-type: none"> <li>Registered Civil Engineer C-61153</li> <li>CBO – ICC 1015736</li> <li>ICC Building Plans Exam. ICC-1015736-B3</li> <li>BS Civil Engineering, CSU Long Beach</li> </ul>	25
<b>Gary Hawken, CBO</b>	CBO / Plans Examiner / Combination Inspector	<ul style="list-style-type: none"> <li>ICBO/BOCA Certified Building Official</li> <li>ICC Certified Building Code Official</li> <li>ICC/AACE Code Enforcement Administrator</li> <li>CA Building Plans Examiner</li> <li>CA Combination Inspector</li> </ul>	30
<b>Jonathan Gulliver, AIA</b>	Plans Examiner / Architect	<ul style="list-style-type: none"> <li>AIA Licensed Architect C-20658</li> <li>NCARB Certification 48958</li> <li>LEED AP Accredited</li> <li>BA Architecture, Cal Poly Pomona</li> </ul>	25
<b>Nasrin Sesar</b>	Plans Examiner	<ul style="list-style-type: none"> <li>ICC Certification: 8261522</li> <li>Building Plans Examiner</li> <li>CALGreen Inspector/Plans Examiner</li> </ul>	30
<b>Shawn Dalipe</b>	Plans Examiner	<ul style="list-style-type: none"> <li>ICC Certified Plans Examiner 8959728</li> <li>E.I.T. 15-498-61</li> <li>BS Civil Engineering, UC Irvine</li> </ul>	7

Name	Classification/Title	Qualifications, Licenses, Certifications	Years Exp.
<b>Jack Kuwitzky</b>	Building Inspector & Plans Examiner, Disaster Assistance	<ul style="list-style-type: none"> <li>ICC: Residential, light Commercial and Industrial, MEPs, TI's, and plan review</li> <li>CA DSW Coordinator-ICC 81965402</li> <li>Historical building inspection</li> </ul>	10
<b>Robert Salgado</b>	Fire & Building Inspector / Sr. Plans Examiner	<ul style="list-style-type: none"> <li>Bachelor of Science, Columbia Southern University, Fire Science</li> <li>Fire Inspection Academy, Crafton Hills College</li> <li>Fire Safety Engineering Certificate, University of Greenwich</li> <li>ICC Certified Fire Plans Examiner, Fire Inspector I &amp; II - 1097292</li> </ul>	20
<b>Moises Eskenazi</b>	Fire & Building Inspector / Sr. Plans Examiner	<ul style="list-style-type: none"> <li>ICC Fire Inspector, Plans Examiner - 842211</li> <li>AA Construction Technology, Pasadena City College</li> </ul>	25
<b>Steven Hartmeyer</b>	Combination Building Inspector	<ul style="list-style-type: none"> <li>ICC Combination Residential Building Inspector (B1, M1, E1, P1)</li> <li>Plan review for residential, commercial, solar PV, and EV charging stations</li> <li>Lead Inspector for commercial, residential, institutional construction projects</li> </ul>	20
<b>Mikel Del Rio</b>	Combination Building Inspector	<ul style="list-style-type: none"> <li>ICC Inspector – Building, Mechanical, Plumbing</li> <li>Certified Disaster Service Worker</li> </ul>	10
<b>Ruben Soriano</b>	Code Enforcement Officer	<ul style="list-style-type: none"> <li>PC 832</li> <li>Fluent in Spanish</li> </ul>	20
<b>Donna Ducharm-Greek</b>	Permit Technician	<ul style="list-style-type: none"> <li>ICC Certified Permit Technician 8750096</li> </ul>	7
<b>Kathy Mahboubian</b>	Permit Technician	<ul style="list-style-type: none"> <li>ICC Certified Permit Technician 8004785</li> </ul>	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



# INTERNATIONAL CODE COUNCIL

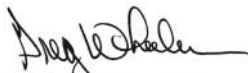
## BOB HEINRICH

*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



## **Cost Proposal (Separately Attached)**

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The Cost Proposal is attached separately and is valid for 180 days following submission of this proposal.

## **Financial Capacity**

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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**

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VCA Code's president, Bob Heinrich, previously worked with Ziad Doudar, Building Official of Costa Mesa.

## **Sample Professional Services Agreement**

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VCA finds no exceptions to the sample Agreement.

## **Checklist of Forms to Accompany Proposal**

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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

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### **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

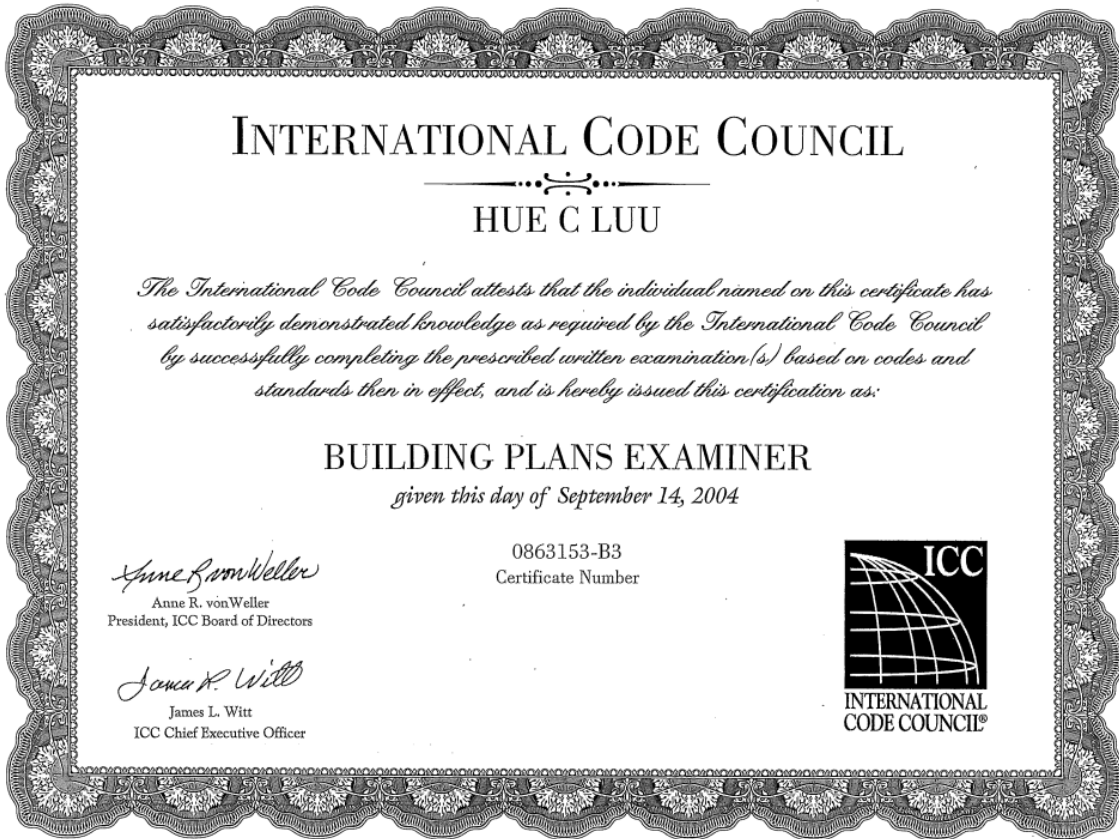
#### **Relevant Project Experience**

- 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 24energy.

**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

 <b>BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS</b>		<b>ISSUANCE DATE</b> AUGUST 21, 1987 <b>EXPIRATION DATE</b> MARCH 31, 2024 <b>CURRENT DATE / TIME</b> MARCH 30, 2022 2:14:47 PM
<b>LICENSING DETAILS FOR: 42152</b>		
<b>NAME:</b> GHOSN, SAMIR Y <b>LICENSE TYPE:</b> CIVIL ENGINEER <b>LICENSE STATUS:</b> CLEAR	<b>ADDRESS</b> <div style="background-color: black; height: 20px; width: 100px;"></div>	



## **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.

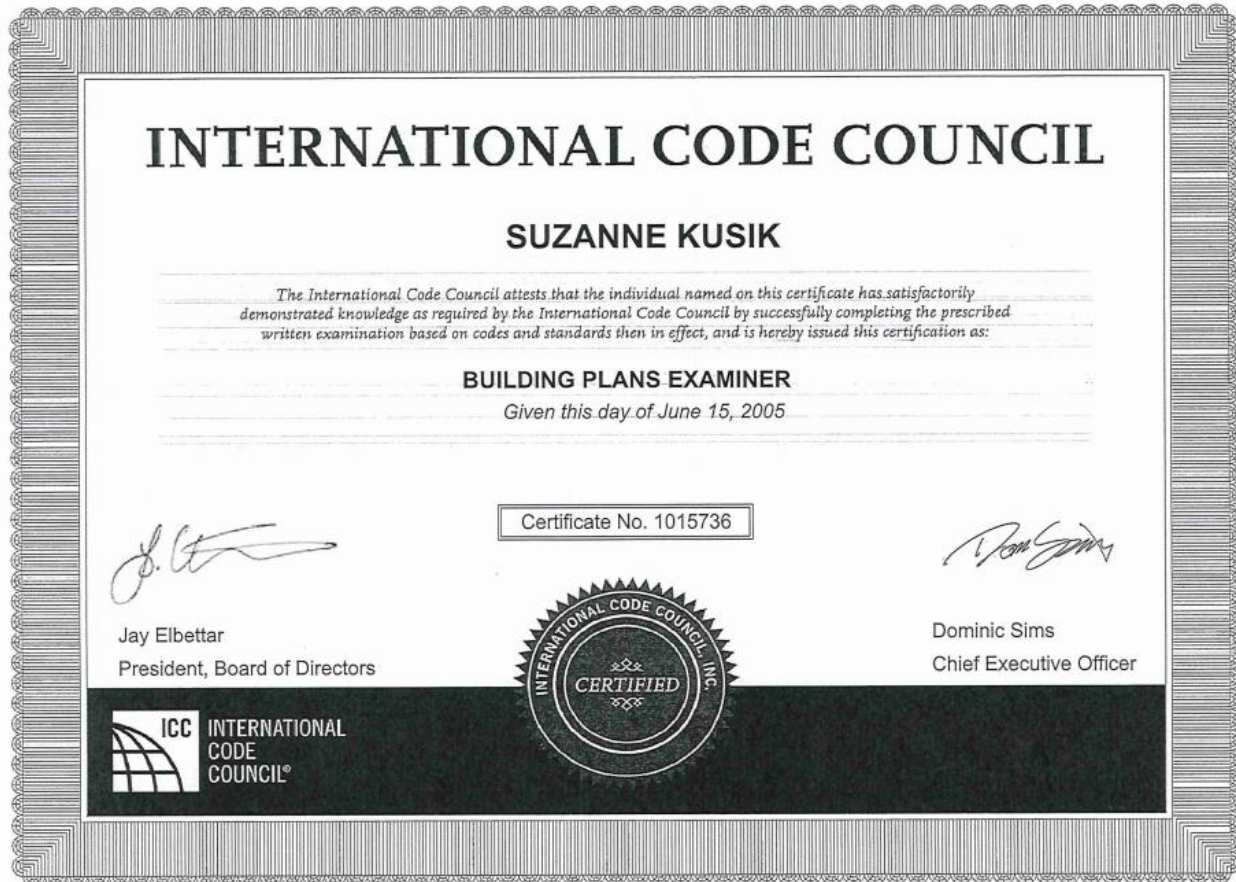
### **Relevant Project Experience**

- 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

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**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](mailto: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



**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.

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

This license renewal receipt may be carried with you.

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**dca**  
DEPARTMENT OF CONSUMER AFFAIRS

California Architects Board  
2420 DEL PASO ROAD, SUITE 105  
SACRAMENTO, CA 95834  
916 574-7220

CUT HERE

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

*[Signature]*  
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.

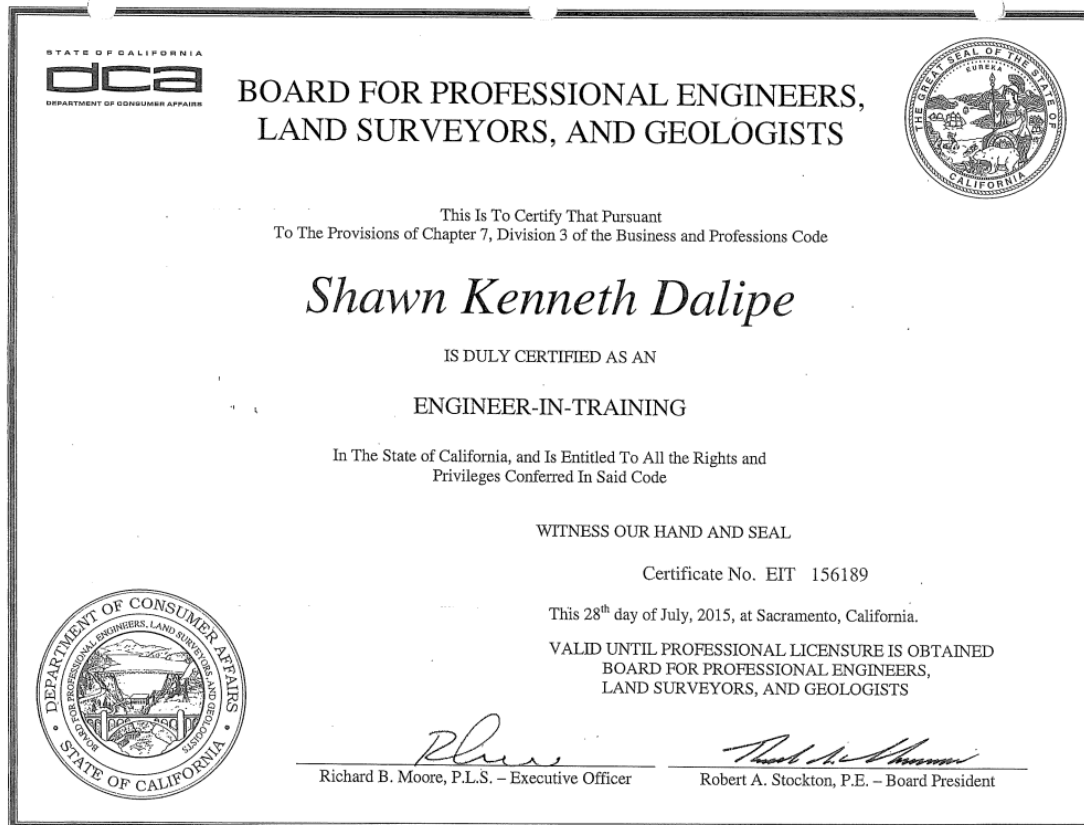
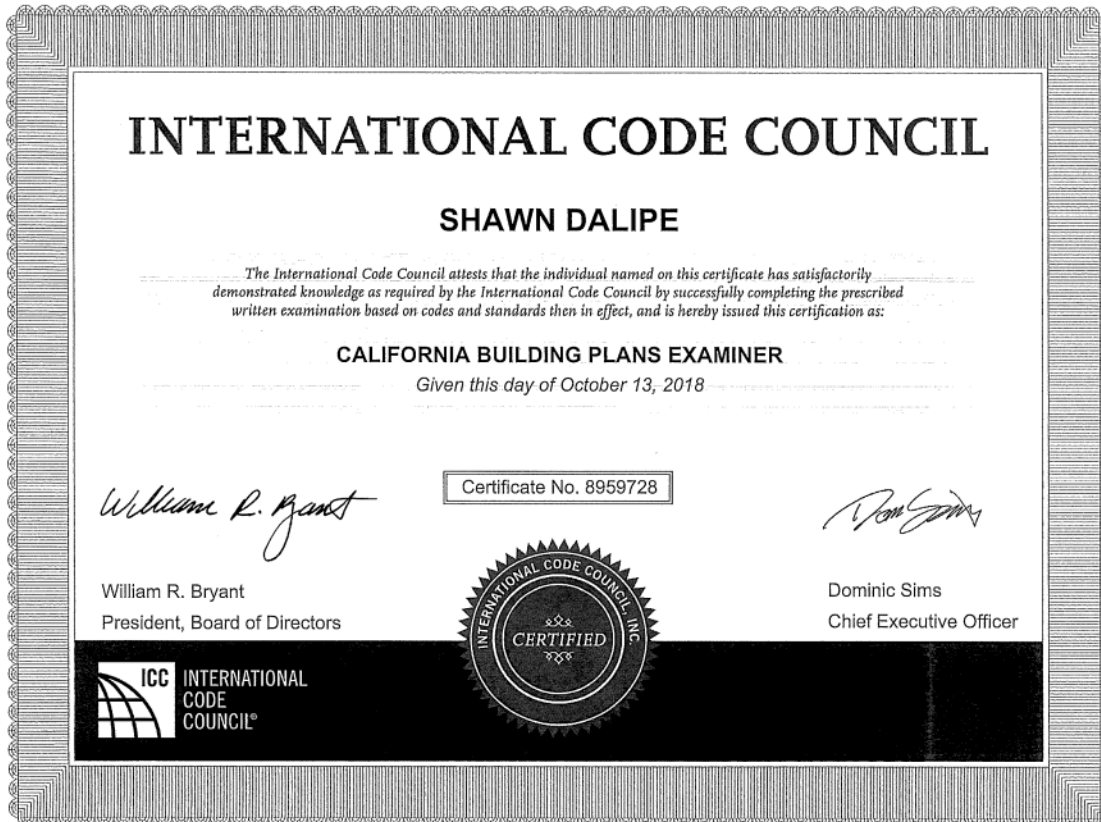
#### **LJP Construction Services – Project Engineer**

- 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







## **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](mailto: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



## **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                        |   |



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



## **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 3<sup>rd</sup> 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

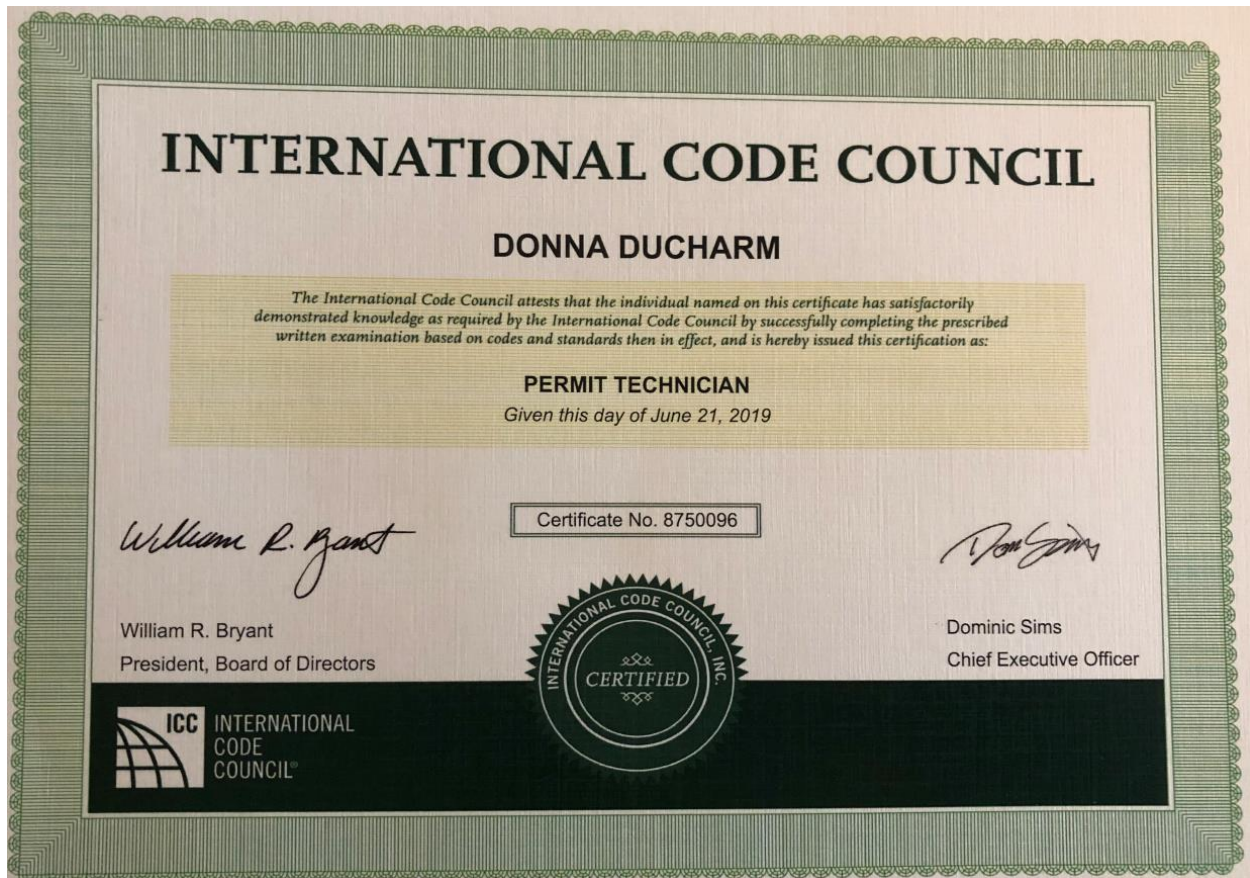
### **Experience**

#### **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

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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



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**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 Collected .....60%  
Hourly Rate ..... \$115.00

#### Non-Structural

Percentage of Fees Collected .....50%

#### Structural

Percentage of Fees Collected .....50%  
Hourly Rate ..... \$115.00

#### MEP

Percentage of Fees Collected .....50%  
Hourly Rate ..... \$105.00

#### Fire

Percentage of Fees Collected .....60%  
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:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

File #: 22-730

Meeting Date: 6/7/2022

### TITLE:

**ADOPT A RESOLUTION 22-XX AND APPROVE A LETTER OF SUPPORT FOR HOUSE RESOLUTION 8**

**DEPARTMENT: CITY MANAGER'S OFFICE**

**PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER**

**CONTACT INFORMATION: LORI ANN FARRELL HARRISON, CITY MANAGER, (714) 754-5238**

### **RECOMMENDATION:**

The Legislative Review Team recommends that the City Council consider the adoption of Resolution 2022-xx (Attachment 1) approving a letter in support of the United States House of Representatives' Resolution 8 (H.R. 8), the Bipartisan Background Checks Act of 2021 (Attachment 2).

### **BACKGROUND:**

According to Education Week, there have been 27 school shootings in 2022, with 119 taking place since 2018. According to the Gun Violence Archive, 212 mass shootings have taken place this year, 693 mass shootings in 2021, 611 in 2020, and 417 in 2019.

Notable mass shootings in the past 30 days are noted below:

#### ***May 24, 2022: Uvalde, Texas***

On May 24, 2022, a mass shooting occurred in Uvalde, Texas. An 18-year old male shooter opened fire at Robb Elementary School, just before noon. A total of 19 children and two adults were killed, with another 17 people wounded.

According to the Bureau of Alcohol, Tobacco, Firearms and Explosives, the shooter had legally purchased two AR-15 platform rifles from a federally licensed gun store, as well as 375 rounds of 5.56-caliber ammunition upon reaching his 18<sup>th</sup> birthday.

#### ***May 14, 2022: Buffalo, New York***

On May 14, 2022, a mass shooting occurred in Buffalo, New York. The 18-year old male shooter targeted a supermarket, Tops Friendly Markets, in a predominantly Black neighborhood. A total of 10 Black people were killed and three other people were injured. The shooter livestreamed the attack on Twitch.

Police officials have stated that the shooter had an AR-15-type rifle, a shotgun, and a bolt-action rifle in his possession during the mass shooting.

**May 15, 2022: Laguna Woods, California**

On May 15, 2022, a mass shooting occurred in Laguna Woods, California. The 68-year old male shooter opened fire at the Geneva Presbyterian Church, targeting Irvine Taiwanese Presbyterian Church members. One person was killed and five others were injured.

According to the Bureau of Alcohol, Tobacco, Firearms and Explosives, the shooter had bags containing magazines of ammunition, four Molotov cocktail-like incendiary devices, and two 9 mm semiautomatic pistols purchased lawfully in Las Vegas.

**Background Checks System**

The “gun-show loophole” in federal gun background check laws would be closed under H.R. 8. The bill would require any firearm transfer between unrelated, unlicensed individuals-such as participants at a gun show-to be conducted through a licensed dealer, who is required to perform the background check on the recipient.

Current law requires gun dealers-those who are in the business of selling guns-to obtain a license from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). They are also required to use the National Instant Criminal Background Check System (NICS) to determine whether a potential buyer is eligible to purchase a firearm.

Federal prohibitions on owning a gun are based on age, criminal history, mental health, and drug use, among other restrictions. Federal agencies are required to provide any records they have demonstrating an individual falls into a prohibited category. State participation is voluntary and the federal government provides grants to encourage and improve reporting. Dealers who do not comply with the background check requirement can be fined and imprisoned for as long as one year.

**Gun Show Purchases**

The background check requirement in current law does not apply to transfers by unlicensed sellers, who are allowed to sell firearms at several thousand gun shows typically held around the country each year without performing background checks. Similarly, other sales by unlicensed individuals over the internet or in person are not subject to background checks.

Beginning 180 days after the enactment of the bill, most transfers between unlicensed individuals, including gifts and trades, would have to be performed through a licensed dealer. The dealer would have to take possession of the firearm and then perform a background check on the recipient before completing the transfer.

The requirement would not apply to:

- Transfers involving law enforcement agencies and officers, security professionals, or members of the armed forces if it is connected with their official duties.
- Loans or gifts between spouses, domestic partners, parents, children and stepchildren, and other family members, as long as the person making the transfer has no reason to believe the firearm will be used in a crime or the recipient is prohibited from possessing it.
- Transfers related to administration of an estate or that happen automatically when a person dies.
- Temporary transfers needed to prevent imminent threats of harm to oneself or others,



including domestic violence.

- Transfers approved by the United States Justice Department.
- Loans for use at shooting ranges or while hunting if the owner is present and does not have reason to believe it will be used illegally.

If a transfer is not completed after the dealer has taken possession of the firearm, the dealer could return the firearm to the original owner without performing a background check. Licensed dealers would have to notify participants in a transfer covered by the bill that a background check is required, and the recipient would have to affirm they received the notice on a Justice Department form. The measure includes language to stipulate that it would not authorize creation of a national firearms registry or preempt state laws that are consistent with the bill.

Federal prohibitions on owning a gun are based on age, criminal history, mental health, and drug use, among other restrictions. Federal agencies are required to provide any records they have demonstrating an individual falls into a prohibited category. State participation is voluntary and the federal government provides grants to encourage and improve reporting. Dealers who do not comply with the background check requirement can be fined and imprisoned for as long as one year.

### **ANALYSIS:**

#### **Congressional Action**

H.R. 8 passed the House of Representatives on March 11, 2021 and has been referred to the Senate. The bill passed on a party-line vote (227-203) with 219 Democrats and 8 Republicans voting in favor of the bill, and one Democrat and 202 Republicans opposed. Orange County's Congressional delegation also voted along a party-line vote.

In the House, there are 210 co-sponsors of the bill, three of which are Republicans. Noteworthy Orange County Congressional co-sponsors include:

- Representative Mike Levin
- Representative Alan Lowenthal
- Representative Katie Porter
- Representative Linda Sanchez
- Representative Lou Correa

Senate Majority Leader Chuck Schumer moved this week to put it on the Senate's calendar for possible consideration by the Senate. However, the bill would require 60 votes in the Senate to avoid a potential filibuster by lawmakers who oppose the bill.

#### **Support**

The organizations supporting H.R. 8 include a major cross section of multiple sectors in the United States including the fields of education, law enforcement, medicine, and grass roots community groups whose relatives were victims of gun violence, including, to name a few:

- The United States Conference of Mayors
- The Major Cities Chiefs Association
- The American Medical Association
- American College of Physicians
- American Federation of Teachers
- National Parent Teachers Association
- League of Women Voters
- Association of Prosecuting Attorneys
- National Education Association
- Hispanic American Police Commanders Association
- American Public Health Association
- American Nurses Association
- NAACP
- Catholic Health Association of the United States
- The Giffords
- Everytown for Gun Safety
- Brady Center to Prevent Gun Violence
- VoteVets
- Third Way
- Moms Rising

***Opposition and Concerns***

The bill is opposed by the National Rifle Association.

**ALTERNATIVES:**

The City Council may direct changes be made to the proposed resolution and/or letter.

**FISCAL REVIEW:**

There is no fiscal impact related to the approval of a Resolution in support of H.R. 8.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the report and approves it as to form and prepared the Resolution.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life.

**CONCLUSION:**

The Legislative Review Team recommends that the City Council consider the adoption of Resolution 2022-xx (Attachment 1) approving a letter in support of House Resolution 8 (H.R. 8), the Bipartisan Background Checks Act of 2021 (Attachment 2).

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**RESOLUTION NO. 22-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA  
SUPPORTING H.R. 8 TO REQUIRE BACKGROUND CHECKS FOR GUN SALES.**

**THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS  
FOLLOWS:**

WHEREAS, current federal law requires gun dealers—those who are in the business of selling guns—to obtain a license from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). They are also required to use the National Instant Criminal Background Check System (NICS) to determine whether a potential buyer is eligible to purchase a firearm; and

WHEREAS, federal prohibitions on owning a gun are based on age, criminal history, mental health, and drug use, among other restrictions. Federal agencies are required to provide any records they have demonstrating an individual falls into a prohibited category. State participation is voluntary and the federal government provides grants to encourage and improve reporting; and

WHEREAS, the background check requirement in current federal law does not apply to transfers by unlicensed sellers, who are allowed to sell firearms at several thousand gun shows typically held around the U.S. each year without performing background checks. Similarly, other sales by unlicensed individuals over the internet or in person are not subject to background checks; and

WHEREAS, the failure to require background checks of gun sales and transfers leaves a large loophole which allows convicted felons, those subject to domestic violence and other restraining orders, those who cannot safely own and operate weapons, and minors to obtain weapons which can be used to commit crimes, violate restraining orders and otherwise cause preventable harm; and

WHEREAS, HR 8 would amend federal law to require any firearm transfer between unrelated, unlicensed individuals—such as participants at a gun show—to be conducted through a licensed dealer, who is required to take possession of the firearm and perform the background check on the recipient before completing the transfer; and

WHEREAS, the requirements of HR 8 would not apply to transfers involving law enforcement agencies and officers, security professionals, or members of the armed

forces connected with official duties; loans or gifts between spouses, domestic partners, parents, and other family members, as long as the person making the transfer has no reason to believe the firearm will be used in a crime or the recipient is prohibited from possessing it; transfers related to administration of an estate or that happen automatically when a person dies; temporary transfers needed to prevent imminent threats of harm to oneself or others, including domestic violence; transfers approved by the Justice Department; and loans for use at shooting ranges or while hunting if the owner is present and doesn't have reason to believe the weapon(s) will be used illegally; and

WHEREAS, incomplete transactions after a dealer has taken possession of the firearm would require the dealer to return the firearm to the original owner. Licensed dealers would have to notify participants in a transfer covered by the bill that a background check is required, and the recipient would have to affirm they received notice on a Justice Department form. The measure provides that it would not authorize creation of a national firearms registry or preempt state laws consistent with HR 8; and

WHEREAS, by supporting this legislation, the City Council is not condemning all gun transfers or gun ownership, but is communicating a desire for ensuring proper background checks to protect the community by keeping weapons from those who cannot lawfully possess them.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Costa Mesa supports HR 8 and the efforts to close the "gun show loophole" to ensure background checks for specified gun sales.

**PASSED AND ADOPTED this \_\_\_\_ day of June, 2022.**

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John B. Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE     )     ss  
CITY OF COSTA MESA     )

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 22-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the \_\_\_\_\_ day of June, 2022, by the following roll call vote, to wit:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this \_\_\_\_\_ day of \_\_\_\_\_, 20122

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK



## CITY OF COSTA MESA

77 Fair Drive | P.O. Box 1200, Costa Mesa | California 92628-1200  
Phone 714.754.5285 | Fax 714.754.5330 | [www.costamesaca.gov](http://www.costamesaca.gov) | [john.stephens@costamesaca.gov](mailto:john.stephens@costamesaca.gov)

*From the Office of the City Council*

June 7, 2022

Office of Senate Majority Leader Charles Schumer  
322 Hart Senate Office Building  
Washington, D.C. 20510

Dear Senator Schumer,

On behalf of the City of Costa Mesa, the City Council writes to express our support for H.R. 8, the Bipartisan Background Checks Act of 2021.

The City of Costa Mesa, along with the nation, grieves the countless lives lost to gun violence. Families are forever and irreparably shattered by the senseless loss of their children and loved ones due to the current failure to require background checks of private gun sales and transfers. This failure leaves a large loophole, which allows convicted felons, those subject to domestic violence and other restraining orders, those who cannot safely own and operate weapons, and minors to obtain weapons which can be used to commit crimes, violate restraining orders, and otherwise cause preventable harm.

The City Council is not condemning all gun transfers or gun ownership, but is instead communicating a desire for ensuring proper background checks to protect the community by keeping weapons from those who cannot lawfully possess them.

The City of Costa Mesa urges the Senate to help cities across the country to protect the public's safety and its constituents by closing the "gun show loophole" to ensure background checks for specified private gun sales. For these reasons, the City of Costa Mesa is in support of H.R. 8 as passed by the United States House of Representatives as of March 11, 2021.

Sincerely,

City Council  
City of Costa Mesa

<b>MAYOR</b> John B. Stephens <i>At Large</i>	<b>COUNCIL MEMBER</b> Don Harper <i>District 1</i>	<b>COUNCIL MEMBER</b> Loren Gameros <i>District 2</i>	<b>MAYOR PRO TEM</b> Andrea Marr <i>District 3</i>	<b>COUNCIL MEMBER</b> Manuel Chavez <i>District 4</i>	<b>COUNCIL MEMBER</b> Arlis Reynolds <i>District 5</i>	<b>COUNCIL MEMBER</b> Jeffrey Harlan <i>District 6</i>
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