

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of September, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation registered to do business in California ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide plan check and permit processing services on an as-needed basis, as more fully described herein; and

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

D. WHEREAS, 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 Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

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 and within the hereinafter specified. 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 B.

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 or the Project Manager, 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. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on September 4, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both 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. The certificates of insurance shall be attached hereto as Exhibit “C” and incorporated herein by this reference.

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.
1665 Scenic Ave., Suite 200
Costa Mesa, CA 92626
Tel: (714) 431-4100
Attn: Khoa Duong

IF TO CITY:

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

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 by reference. 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 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. 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.

6.21. 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.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

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

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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]
Signature

Date: 9/07/2017

KHOA DUONG
[Name and Title] VICE PRESIDENT

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

[Signature]
Katrina Foley
Mayor

Date: 9/22/17

ATTEST:

Brenda Green 9/22/17
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

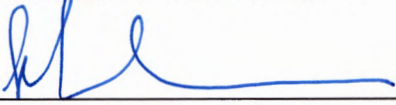
Date: 09/20/17

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 9/19/17

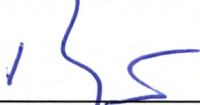
APPROVED AS TO CONTENT:



Issam Shahrouri
Project Manager

Date: 9.18.17

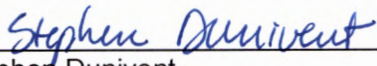
DEPARTMENTAL APPROVAL:



Barry Curtis, AICP
Economic and Development Services
Director

Date: 9.18.17

APPROVED AS TO PURCHASING:



Stephen Dunivent
Interim Finance Director

Date: 9.20.17

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A
SCOPE OF WORK
For
INSPECTION SERVICES

The Development Services Department and the Fire and Rescue Department are soliciting proposals to provide inspection services on an as-needed basis. The term is for FY 17-18 with four (4) one-year renewal options at the same rate schedule. The intent of this proposal is to supplement existing inspection services to support new large development projects and augment staffing in the City. Proposers are required to submit standard and overtime hourly rates for the following positions:

BUILDING DIVISION
Administration
Building Official
Assistant Building Official
Inspection
Building Inspector
Senior Building Inspector
Combination Building Inspector
Senior Combination Building Inspector
Chief of Inspection (Supervisor)
Certified CASP
COMMUNITY IMPROVEMENT DIVISION
Code Enforcement Officer
Sr. Code Enforcement Officer (Supervisor)
Chief of Code Enforcement (Manager)
FIRE
Fire Inspector
Fire Marshal
GENERAL SUPPORT
Clerical staff
Records Support staff

A. Inspection Services for Building Division

- Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
- Perform combination inspections on construction projects to confirm that all aspects of work such as building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation and disabled access requirements, including all local and state requirements.
- Provide the services of a Certified Accessibility Specialist (CASP).
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.

- 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.
- Recognize and require soil tests where evidence indicates soil instability.
- 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.
- 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.
- 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.
- Utilize City electronic and paper files to research related and/or previous cases.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Testify in court, if necessary.
- 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.

B. Inspection Services for Code Enforcement

- Conducts field inspection to ensure compliance with appropriate codes, ordinances and regulations.
- Investigates, reviews and responds to complaints of possible ordinance violations.
- Prepares reports of conditions for referral to proper authorities and prepares notices of violations and other similar notices.
- Interviews property and business owners, residents, and members of the public concerning violations and other code enforcement matters.
- Provides information regarding compliance with: property maintenance standards, land use, sign, group home and business tax related ordinances.
- Issues citations for violations of the Municipal Code.
- Tracks information and prepares and maintains reports, records and tables regarding a large number of properties in data base management systems such as excel.

- May assist or represent the City in prosecution of violators' proceedings including preparing files for criminal and/or civil code complaints and providing court testimony.

C. Inspection Services for Fire Department

- Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
- 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.
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
- 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.
- 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.
- 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.
- 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.
- Utilize City electronic and paper files to research related and/or previous cases.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Testify in court, if necessary.
- Provide other duties as approved by the Fire Chief.
- 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.

EXHIBIT B
CONSULTANT'S PROPOSAL



***RFP No. 17-12 Inspection Services
City of Costa Mesa***

May 3, 2017

*City of Costa Mesa, Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628*



**BUREAU
VERITAS**

Bureau Veritas North America, Inc.

1665 Scenic Avenue, Suite 200

Costa Mesa, CA 92626

Khoa Duong, P.E.

khoa.duong@us.bureauveritas.com

us.bureauveritas.com



COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Bureau Veritas North America, Inc.

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

Active licenses issued by the California State Contractor's License Board: N/A - BVNA is not a general contractor

Business Address: 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626

Website Address: www.us.bureauveritas.com

Telephone Number: 714-431-4100 Facsimile Number: 714-825-0685

Email Address: khoa.duong@us.bureauveritas.com

Length of time the firm has been in business: ^{14 years as BVNA} 189 as Bureau Veritas Length of time at current location: 4 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: _____

Is your firm incorporated: Yes No If yes, State of Incorporation: Delaware

Federal Taxpayer ID Number: [REDACTED]

Regular business hours: Monday thru Friday, 8:00am thru 5:00pm

Regular holidays and hours when business is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Day

Contact person in reference to this solicitation: Khoa Duong

Telephone Number: 714-431-4100 Facsimile Number: 714-825-0685

Email Address: khoa.duong@us.bureauveritas.com

Contact person for accounts payable: Patricia Kivett

Telephone Number: 916-725-4200 Facsimile Number: 916-725-8242

Email Address: patricia.kivett@us.bureauveritas.com

Name of Project Manager: Khoa Duong

Telephone Number: 714-431-4100 Facsimile Number: 714-825-0685

Email Address: khoa.duong@us.bureauveritas.com



Cover Letter

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

Re: RFP No. 17-12 Inspection Services

Dear Selection Committee,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our qualifications for **inspection services** to the City of Costa Mesa. We take great pride in our ability to provide exemplary services to our clients. Our proposal will highlight our previous experience providing similar services for the City of Costa Mesa as well as other nearby building departments. We have the **breadth and depth of resources, skills and expertise** needed to provide excellent inspection services for the City.

We are keenly aware of the desire for **high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to **quickly and efficiently** meet the needs of the communities that we serve makes BVNA an ideal partner for the City.

We offer optimal solutions to deliver quality services:

- Unparalleled code expertise
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals

A unique feature of Bureau Veritas is that the company as a whole, is subject to the high standards of the ISO 9001:2008 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.

Our partnership with the City will be managed through our regional office in Costa Mesa and augmented by our staff located throughout California, enabling quick and efficient responses.

BVNA looks forward to a successful, professional relationship with the City of Costa Mesa by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,

Khoa Duong, PE

Vice President of Code Compliance
1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626
P. 714.431.4100 / E. khoa.duong@us.bureauveritas.com

Background and Project Summary

Building Inspection

We understand the City of Costa Mesa is in need of inspection services to verify construction complies with approved plans as well as the most recently adopted codes, policies, and procedures. Our team will assist in performing combination inspections on projects for building, electrical, plumbing, and mechanical systems. Additionally, our team can provide a Certified Access Specialist on an as-needed basis for the City. Our inspection team will work cooperatively with other consultants, health and other government agency inspectors, City staff, and project owners. Our team will assist in the coordination of job site conferences to clarify or resolve any questions or problems prior to commencing work. Notices of noncompliance will be prepared and issued for incorrect construction methods or materials found during inspection. A record of non-complying items and follow up will be maintained to achieve resolution of any outstanding items. Inspectors will record significant construction related activities and events such as work completed to provide a chronological and factual history of inspection on assigned projects.



Buildings will be inspected that are alleged to be substandard, unsafe, or unsightly. Our team will verify timely compliance with building codes and other ordinances and regulations, or demolition of such structures. Members of our team will be available during an emergency or natural disaster.

Inspection Services for Code Enforcement

BVNA's team will conduct field inspection to verify compliance with appropriate codes, ordinances, and regulations. Inspectors will investigate, review, and respond to complaints of possible ordinance violation. Reports of conditions, notices of violations, and other similar notices will be prepared for referral to proper authorities. Team members will interview property and business owners, residents, and members of the public concerning violations and other code enforcement matters. Information will be provided regarding compliance with property maintenance standards, land use, sign, group home, and business tax related ordinances. Inspectors will issue citations for violations of the Municipal Code. Information will be tracked and reports prepared and maintained regarding a large number of properties. The data base management system preferred by the City will be utilized.



Inspection Services for Fire Department

BVNA's team of fire inspectors will perform inspection services on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, standards, and local requirements. Reviews will be conducted in concert with technical consultants, health and other government agency inspectors, City staff, and project owners. Our team will assist in coordination of job site conferences to review project requirements and clarify or resolve any questions or problems prior to commencing work. Inspection notices of noncompliance will be prepared for incorrect construction methods or materials found during inspection. Inspectors will confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications. Team members will maintain a record of non-complying items and follow up to achieve resolution of such issues. Significant construction related activities will be recorded to provide a chronological and factual history of inspection on assigned construction projects. Buildings alleged to be substandard, unsafe, or unsightly will be inspected and followed up to verify timely compliance with building codes, ordinances, regulations, or demolition. The City's adopted system for electronic and paper files will be used to research related and/or previous cases. Our team members will be available during an emergency or natural disaster.



Company Experience and Capabilities

a) Years of experience of firm and principals

Bureau Veritas North America, Inc. has been provided building inspection services for over 35 years in California. Each team member has over 10 years of experience in the building safety industry. Our principals, Isam Hasenin and Khoa Duong have been in the industry for over 25 years each.

b) Number of projects for which firm and principals have served on in the last three (3) years

BVNA provides inspection services to multiple clients throughout the world. Collectively, the firm's experience over the past 3 years includes thousands of projects. Our proposed team members for the City of Costa Mesa have assisted multiple jurisdictions in Southern California over the past 3 years. The number of projects (issues) they have inspected includes hundreds of projects such as residential additions, commercial tenant improvements, new construction, etc.

c) Examples that illustrate firm's resources, commitment, and ability

Below and on the following pages are some examples of clients BVNA has provided services to in the past 3 years.

City of Corona

Building Plan Review and Inspection Services

Dates of Service: 7/2010 - Present

Staff: Kirk Miya, Davison Chanda, Dennis Hutnik, and Karen Brawley

Bureau Veritas is currently providing building plan check, building inspection, and counter technician services for residential and commercial properties. We also provide on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check.

BVNA assists the City in providing plan review services for small residential solar energy projects. Our team utilizes BVnet to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects. Projects include:

Main Street Metro Urban Development

BVNA provides building plan review services for this new development in the City of Corona. This is a new mixed-use development that will bring 464 new one and two bedroom apartments, 77,000 sf of retail and restaurants, 683-1,280sf homes, two pools and spas, a dog park, and a sky deck with barbecue and bar area. Additionally, our team reviewed parking structures A, B, and C for this project.



**City of La Mesa
Building Inspection Services**

Dates of Service: Contract Amount:
2014 – Present T&M

BVNA was selected to provide building inspection services for the City of La Mesa on an as-needed basis. Inspections include residential and commercial structures within the City limits.

**City of Anaheim
Building Inspection, Plan Review, and Permit Processing Services**

Dates of Service: Contract Amount:
2015 - Present \$450,000.00

BVNA was selected to provide building inspection, plan check and permit processing services to the Planning Department of the City of Anaheim for development projects on an as needed basis. Projects include single and multi family residential, new commercial, commercial tenant improvement, and other building projects. Additionally, our team provides in house plan review and inspection services utilizing licensed engineers, ICC certified plans examiners, and ICC certified inspectors.

**City of Chula Vista
Permit Processing, Building Plan Review, Building Inspection, and Code Enforcement**

Dates of Service: 2015 - Present
BV Project Team: George Lockfort - Building Inspector

BVNA was selected to provide permit processing, building plan check, building inspections and code enforcement services on an as-needed basis. Inspections include providing next-workday inspections of all requested inspections and re-inspections for compliance with City and State codes and regulations: California Building Code; California Plumbing Code; California Mechanical Code; California Electrical Code; California Fire Code; California Energy Code; California Green Building Standards Code; California Disabled Access Regulations; California Title 25, Mobile Home Parks; State Water Resource Control Board regulations related to storm water pollution prevention; Sound Transmission Control; and, locally adopted building ordinances and amendments thereof.

Approach and Methodology

1) Implementation Plan

BVNA will work with the City to identify the immediate need for inspection support. Our team is ready immediately to step in at the level requested. Our project managers will meet with the City regularly to evaluate workload and adjust staffing levels, should it be required. In the event the City prefers on-call services, our team will be able to assign an inspector, or team of inspectors, to assist with 48 hours advance notification.

2) Detailed description of efforts to achieve client satisfaction and scope of work

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

3) OMITTED per pre-proposal meeting clarification

4) Detailed description of specific tasks required from the City

BVNA requests from the City, the daily inspection list for our team of inspectors. We also assume the City will have the final authority when making code decisions or interpretations. BVNA will provide our team with the equipment and code books necessary to perform inspection services.

5) Innovative or creative approaches for providing service

BVNA offers flexibility for the City. Should an inspector be needed part time, as needed, or full time, our team will be able to adjust and mobilize to fully meet the workload levels of the City. Our close proximity to the City enables us 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. Our goal and priority is to provide exceptional inspection services without being a roadblock or delay projects. BVNA 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.

6) City owned facilities or property BVNA proposes to use, lease, purchase, or rent from City

BVNA does not request any facilities or property for use, lease, purchase or rent from the City.



Staffing

RFP NO.17-12-C01400

STAFFING PLAN

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Edmund Smith	Building Inspector	14+ years
Charles Richardson	Building Inspector	25+ years
Andres Kortright	Building Inspector	20+ years
David Pascoe	Building Inspector	20+ years

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience
George Lockfort	Building Inspector	30+ years
Nancy Martinez	Building Inspector	30+ years
David Shields	Building Inspector	32+ years
Roger Banowetz	Building Inspector	40+ years
Dennis Hutnik	Building Inspector	30+ years

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.



Khoa Duong, P.E., Vice President of Code Compliance Services

Education	Khoa has more than 33 years of experience as a plan check engineer and supervising plan check engineer and currently leads Bureau Veritas' Building Safety Department. He has served as an in-house plan check engineer for more than 6 California municipalities and has supervised plan check engineering services for over 40 agencies throughout California.
B.S., Civil Engineering	
Registrations/Certifications	
Registered Professional Engineer:	Select Project Experience
CA, #43901	
NV, #013620	Plan Check Engineer, Building Official
WA, #27237	<i>City of La Habra</i>
ICC Certified:	Providing full scope of building department services adhering to the individual requirements of each city served. Responsibilities included building official duties, over-the-counter plan check and outside plan check services. Also responsible for the collection of permit fees and deposits, permit issuance, reporting and file maintenance performed by qualified personnel.
Certified Plans Examiner	
Total Years of Experience	
33+	Supervising Plan Check Engineer
	<i>Various California Cities</i>
	Provided plan check oversight for 40 + agencies, including the Cities of San Bruno, South San Francisco, Pomona, Fontana, Simi Valley, Mission Viejo, Garden Grove, Redondo Beach, Hermosa Beach, Buena Park, Santa Ana, Indian Wells, Loma Linda, Ontario, Colton and San Bernardino as well as the Counties of San Bernardino, Los Angeles and San Diego. Supervised a staff of plan check engineers responsible for day-to-day operations of his division. In his role he also served as responsible engineer for plan check services, performing paper and electronic structural plan check and non-structural MEP, energy and ADA reviews for commercial, industrial and residential structures.
	Plan Check Engineer
	<i>Various California Cities</i>
	Served as plan check engineer for the Cities of Turlock, Burlingame, Rancho Cordova, Chino, Murrieta and Costa Mesa. In this role he performed structural plan check and non-structural MEP, energy and ADA reviews for commercial, industrial and residential structures.



Edmund Smith, Building Inspector

Registrations/Certifications

ICC Certified:
Building Inspector
Commercial Electrical
Inspector
Residential Electrical
Inspector

Edmund has over 14 years of residential and commercial inspection experience including work with the Los Angeles County Department of Public Works. He has over 20 years of experience in the construction industry. Edmund has extensive knowledge of State and local building codes and regulations, and is well-versed in California Title 24 energy requirements.

Select Project Experience

Professional Affiliations International Code Council (ICC)

Combination Inspector
Bureau Veritas North America, Inc.

Conducts inspection services for various jurisdictions in California. Inspections include commercial and residential new and existing construction.

Total Years of Experience 14+

Combination Inspector
City of Whittier

Performed residential and commercial inspection services. Verified compliance with the city municipal codes and amendments, Title 24, and ADA standards. Performed inspection services in various disciplines including electrical, mechanical, and plumbing from foundation to final during construction.

Combination Inspector
Private Sector

Served as combination inspector and inspected residential and commercial buildings to ensure compliance with applicable codes, ordinances and regulations. Projects involved various phases of construction and remodeling.

Combination Inspector
Los Angeles County Department of Public Works / Private Sector

Performed residential and commercial inspection for both the Firestone and Lomita / Lennox district offices. Projects ranged from residential homes to 10,000 square feet commercial structures, including strip malls, retail stores, office buildings, and restaurants. Inspected foundation, framing, mechanical, electrical, plumbing, and a large variety of other complex and routine building system elements.



Charles Richardson, Building Inspector

<p>Registrations/Certifications ICC Certified: Building Inspector Building Plans Examiner California Building Plans Examiner California Combination Inspector CA Commercial Building Inspector CA Commercial Combination Inspector CA Commercial Electrical Inspector CA Commercial Mechanical Inspector CA Commercial Plumbing Inspector CA Residential Building Inspector CA Residential Combination Inspector CA Residential Electrical Inspector CA Residential Mechanical Inspector CA Residential Plumbing Inspector Certified Building Code Official Certified Building Official Certified Electrical Code Official Certified Housing Code Official Certified Mechanical Code Official Certified Plumbing Code</p>	<p>Charles has over 25 years of experience in the construction industry. He has performed ADA, water main, road, concrete, lighting, grading, high-voltage, and building inspection services for various jurisdictions and agencies. Charles teaches and trains individuals on the California Mechanical, Electrical, and Plumbing Codes.</p> <p>Select Project Experience</p> <p>Inspector <i>Bureau Veritas North America, Inc.</i> Inspects building, plumbing, and electrical and mechanical construction and installations on single-family dwellings and minor commercial and industrial buildings to ensure conformity with code requirements and zoning ordinances; reviews plans for building, plumbing, mechanical and electrical details to determine code and ordinance compliance prior to performing inspections for Los Angeles County.</p> <p>Commercial and Residential Inspector Instructor <i>Contractor State Licensing Services</i> Instructs and provides direction to students regarding the International Building Codes. Assists with preparing for the ICC commercial and residential building inspector certification exams.</p> <p>Construction Inspector and Plans Examiner <i>Private Sector</i> Performed construction inspection, property inspection, and plans examination for multiple projects in Southern California. Supervised and inspected mechanical, electrical, and plumbing contractors. Performed deputy inspections. Served as an inspector of record for the construction and/or repair of miles of potable water mains, sewers, underground high-voltage, pump stations, fire hydrants, potable water tanks, asphalt and concrete roads, Los Angeles Sheriff's Training Academy Grandstand, methane extraction systems, and ADA compliance projects. Performed combination building and trade inspections on high rise buildings in Los Angeles which included energy upgrades of the central plants, HVAC equipment and controls, lighting systems, and building automation systems. Inspected water mains (CMC/CML and ductile), pump station, service and MCC panels, substations, service laterals, ADA and guard requirements. Served as inspector of record for GSA's MEP project for federal courthouse buildings in Los Angeles as well as Los Angeles County DPW capital improvement projects. Created daily field reports including photos. Completed weekly BMP checklists.</p>
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Andres Kortright, Building Inspector

Education	Andy has over 20 years of construction experience and is an inspector in several disciplines. Andy has a wide range of experience inspecting construction projects for the private sector, for local governmental and municipal agencies, and for the Federal government. He has extensive experience in the Los Angeles metropolitan area, and was the lead contract inspector for the \$113M, 382,000 square feet Los Angeles County Courthouse in Antelope Valley, California. He can also interpret Spanish, when needed.
A.A., Construction Technology	
Registrations/Certifications	
ICC Certified:	
Building Inspector	
Commercial Mechanical Inspector	
Mechanical Inspector	
Plumbing Inspector UPC	
Residential Electrical Inspector	
Residential Mechanical Inspector	
Professional Affiliations	
International Code Council (ICC)	
Total Years of Experience	
20+	
	Select Project Experience
	Building Inspection <i>The Alondra Pool and Skate Park, Lawndale, CA County of Los Angeles, CA</i> This project included a 6,000 sq. ft. pool house and recreation building as well as a 25x25 meter pool, 3,000 sq. ft. splash pad area, a 14,000 sq. ft. skateboard park, restroom building and picnic shelter area. The project received a LEED Silver certification.
	Building Inspection <i>Hall of Justice County of Los Angeles, CA</i> This historic building was a repair and reuse design-build construction project. The project required major hazardous material cleaning and seismic retrofitting to bring up to code while still maintaining its historical classification. The 335,000 sq. ft. building included modern electric, plumbing and mechanical renovations while also attempting to achieve a LEED Gold status.
	Building Inspection <i>The Helen Keller Park Renovation County of Los Angeles, CA</i> The project is built over an asbestos and lead contaminated landfill requiring special hazardous access procedures during construction. A 16 hour asbestos training was a minimum requirement to be able to work on site.



David Pascoe, Building Inspector

Education	David has more than 20 years of construction and inspection experience and is an ICC certified inspector in multiple different disciplines. He has extensive experience working as an inspector of record for public works projects throughout Southern California and is able to successfully work with contractors and project owners to see projects from conception through completion.
Certificate - Associated Training Specialist	
Registrations/Certifications	
ICC Certified:	Select Project Experience
Building Inspector	
Electrical Inspector	<i>Lancaster Animal Shelter Spay/Neuter Clinic</i>
Mechanical Inspector UMC	<i>Los Angeles County Department of Public Works, CA</i>
Plumbing Inspector	Project inspector of record for an animal shelter.
Professional Affiliations	<i>Lancaster Animal Shelter Expansion Project</i>
International Code Council (ICC)	<i>Los Angeles County Department of Public Works, CA</i> Project inspector of record for a new dog kennel, cat building and horse barn.
Total Years of Experience	
20+	<i>Camp Challenger Memorial Youth Center and Camp Kenyon Scudder Youth Center</i> <i>Los Angeles County Department of Public Works, CA</i> Project inspector of record for youth center. Excavated for new 60x60 modular building unit's footings and implemented new domestic water and sewer lines, new fire sprinkler water line, new concrete walkways and ADA ramps.
	<i>Fire Station #114 Modular Building Replacement Project</i> <i>Los Angeles County Department of Public Works, CA</i> Project inspector of record for the demolition and removal of the old modular building. Excavated for new modular building footings, the placement of new modular building, concrete walkways, new ADA parking, path of travel and ADA ramp.



George Lockfort, Building Inspector

Registrations/Certifications	George has more than 30 years of experience in the building safety industry having served as building inspector and building official for various jurisdictions. He has a high level of knowledge of the building codes and has served on code adoption committees nationally. He is able to inspect structures of various sizes and complexities and has specific experience with multi-story commercial and residential buildings.
ICC Certified:	
Building Inspector	
Building Plans Examiner	
Combination Dwelling Inspector	
Mechanical Inspector	
Mechanical Inspector UMC	Select Project Experience
Plumbing Inspector	
Plumbing Inspector UPC	Building Inspector
Prestressed Concrete	<i>Bureau Veritas North America, Inc.</i>
Special Inspector-Legacy	<i>2015 - Present</i>
Reinforced Concrete Special Inspector-Legacy	Conducts on-call inspections of projects throughout Southern California. Municipal clients include the City of La Mesa and the City of Chula Vista. Performed mobile home inspections for San Diego Gas in concert with their MHP Utility Upgrade Program. Verified connections from the meter to the mobile home met applicable codes and standards.
Residential Combination Inspector	
Structural Masonry Special Inspector	
Structural Steel & Welding Special Inspector	

Nancy Martinez, Building Inspector

Education	Nancy has an impressive history working for the City of San Diego in the Development Services Department. She held positions as a Senior Electrical Inspector for the past 30+ years and joins BVNA with unparalleled expertise in her field.
B.A., Geography	
Registrations/Certifications	
Certificate, Construction Inspection	Select Project Experience
ICC Certified:	
Building Inspector	Electrical Inspector
Electrical Inspector	<i>Bureau Veritas North America, Inc.</i>
Residential Combination Inspector	<i>2014 - Present</i>
	Provides inspection services for rooftop photovoltaic system installation in the San Diego region. Assists the Cities of Corona and Agoura Hills in reviewing small residential photovoltaic projects within 24 hours via BVnet's electronic plan review platform. Projects reviewed are under 10 kW and must qualify under the adopted City ordinances.



Qualifications

City of Corona

Building Plan Review and Inspection Services

Dates of Service: 7/2010 - Present

Staff: Kirk Miya - In House Plan Review

Davison Chanda - Plan Review

Dennis Hutnik - Inspector

Karen Brawley - Permit Technician

City of La Mesa

Building Inspection Services

Dates of Service: 2014 – Present

Staff: David Shields - Inspector

George Lockfort - Inspector

City of Anaheim

Building Inspection, Plan Review, and Permit Processing Services

Dates of Service: 2015 - Present

Staff: Moe Heivand - In House Plan Review

Ziad Doudar - Plan Review

Boniface Simbwa - Plan Review

City of Chula Vista

Permit Processing, Building Plan Review, Building Inspection, and Code Enforcement

Dates of Service: 2015 - Present

BV Project Team: George Lockfort - Building Inspector

Orange County Public Works

Engineering and Building Plan Review, Inspection, Permitting

Dates of Service: 2011 - Present

BV Project Team: Nancy Martinez - Inspector

Neil Tuong - In House Plan Review

BJ Azarvand - Plan Review

Roger Banowetz - Inspector

Ziad Doudar - Plan Review



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 70,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise, across vast geographies. With more than 1,330 offices and laboratories in 140 countries, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. We are the top independent environmental consulting firm in the United States and the largest elevator inspection firm in the United States.

BVNA anticipates needs and responds with specific, immediate solutions to the challenges associated with construction projects. Our professional members are dedicated to meeting a high standard of public service, crucial to effective delivery of building regulatory services. Consistency, responsiveness, efficiency, and a positive attitude are key components of our approach.

BVNA has an extensive background in building services. Our range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. We are skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

- Permitting
- Plan Review
- Inspections
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector and Permit Tech Training
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Contractor Licensing
- Fee Schedule Evaluation and Updates



COMPANY PROFILE & REFERENCES
(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five 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 Anaheim Telephone Number: 714.765.5153

Contact Name: Bob Heinrich Contract Amount: \$450,000

Email: bheinrich@anaheim.net

Address: 200 S. Anaheim Boulevard, #145, Anaheim, CA 92805

Brief Contract Description: On-site plan review, inspection, and permitting services. 2015 - Present.

Company Name: City of Chula Vista Telephone Number: 619.409.1960

Contact Name: Lou El-Khazen Contract Amount: \$49,999 for inspections FY 2017

Address: 276 Fourth Avenue, Building B, Chula Vista, CA 91910

Email: lelkhazen@ci.chula-vista.ca.us

Brief Contract Description: Building plan review and inspection services. 2015 - Present

Company Name: City of Corona Telephone Number: 951.279.3568

Contact Name: Rebecca Wisniewski Contract Amount: \$500,000 per year

Email: rebecca.wisniewski@ci.corona.ca.us

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

Brief Contract Description: On-site and on-call building inspection, plan review, and permit technician. 2010 - present

Company Name: Orange County Telephone Number: 714.667.8843

Contact Name: Hadi Tabatabaee Contract Amount: \$1,000,000 estimated

Address: 300 North Flower Street, Santa Ana, CA 92703

Email: hadi.tabatabaee@ocpw.ocgov.com

Brief Contract Description: Building and civil plan review and inspection services. 2011 - present

Company Name: City of La Mesa Telephone Number: 619.667.1169

Contact Name: Aaron Sturm Contract Amount: T&M - Hourly Rates

Email: asturm@ci.la-mesa.ca.us

Address: 8130 Allison Avenue, La Mesa, CA 91942

Brief Contract Description: Building inspection services. 2014 - present



**RFP No. 17-12
INSPECTION SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the City’s current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Job Title	Hourly Rate	Total Cost	Overtime rate
Administration	\$ 70	\$	\$ 105
Building Official	\$ 160	\$	\$ 240
Assistant Building Official	\$ 145	\$	\$ 217
Inspection	\$ 85	\$	\$ 127
Building Inspector	\$ 85	\$	\$ 127
Senior Building Inspector	\$ 95	\$	\$ 142



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Combination Building Inspector	\$ 85	\$	\$ 127
Senior Combination Building Inspector	\$ 95	\$	\$ 142
Chief of Inspection (Supervisor)	\$ 105	\$	\$ 157
Certified CASP	\$ 115	\$	\$ 172
Code Enforcement Officer	\$ 85	\$	\$ 127
Sr. Code Enforcement Officer (Supervisor)	\$ 95	\$	\$ 142
Chief of Code Enforcement (Manager)	\$ 105	\$	\$ 157
Fire Inspector	\$ 118	\$	\$ 177
Fire Marshal	\$ 125	\$	\$ 187
Clerical staff	\$ 70	\$	\$ 105
Records Support staff	\$ 70	\$	\$ 105

Total Estimated Annual Price	\$ Dependent on support levels
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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."

To the best of our knowledge, no owner or employee current holds any positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.



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.

City of Costa Mesa
RFP No. 17-12 Inspection Services
Bureau Veritas North America, Inc.



Sample Agreement

BVNA accepts the terms and conditions without modification.

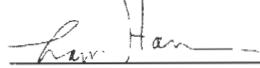


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EX PARTE COMMUNICATIONS CERTIFICATION

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 **RFP No. 17-12 INSPECTION SERVICES** at any time after **April 12, 2017**.



Date: 4/27/2017

Signature

Isam Hasenin

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **April 12, 2017** with a City Councilmember concerning **RFP No. 17-12 INSPECTION SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print