

**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 1st day of October, 2017 ("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").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide inspection 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 30, 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:

The Code Group, Inc. DBA VCA Code  
1845 W. Orangewood Ave., #210  
Orange, CA 92868  
Tel: (714) 363-4700 ext. 150  
Attn: Tom VanDorpe

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.

**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**

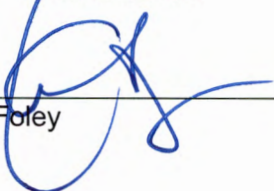
  
\_\_\_\_\_  
Signature

Date: 9/12/17

Tom VanDorpe, President  
\_\_\_\_\_  
[Name and Title]

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
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:

[Signature]  
Issam Shahrouri  
Project Manager

Date: 9.18.17

DEPARTMENTAL APPROVAL:

[Signature]  
Barry Curtis, AICP  
Economic and Development Services  
Director

Date: 9.13.17

APPROVED AS TO PURCHASING:

[Signature]  
Stephen Dunivent  
Interim Finance Director  
ME

Date: 9.20.17

**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:

<b>BUILDING DIVISION</b>
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
<b>COMMUNITY IMPROVEMENT DIVISION</b>
Code Enforcement Officer
Sr. Code Enforcement Officer (Supervisor)
Chief of Code Enforcement (Manager)
<b>FIRE</b>
Fire Inspector
Fire Marshal
<b>GENERAL SUPPORT</b>
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 A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**





## Cover Letter

May 2, 2017

City of Costa Mesa  
Mike Fuentes, Buyer  
77 Fair Drive  
Costa Mesa, CA 92628

Subject: RFP 17-12 Inspection Services

Dear Mr. Fuentes:

The Code Group, Inc., dba VCA Code (VCA) is pleased to respond to the City of Costa Mesa's (City) request for a proposal for Inspection Services. The proposal contains statements about our background and qualifications, related experience, approach and methodology, staffing, qualifications, financial capacity, cost of providing services, disclosure statement, and required forms.

We feel VCA is uniquely qualified to assist the City with our team of extremely proficient building, fire, and code enforcement personnel capable of responding to any type of project. Our employees are highly-qualified, technically-oriented, and possess an outstanding knowledge of the codes. We've hired the best and the brightest capable of evaluating any type of structure.

As a current provider of staffing services to your City, we believe our intentions and capabilities are appropriately represented by our contract employee, Rich Hendricks. In addition to Rich, many of our inspectors possess multiple ICC certifications and are trained to be knowledgeable, courteous, helpful, and offer a seamless addition to the City's inspection team.

We're readily accessible for meetings with the City staff or applicants. Located just 12 miles from Costa Mesa, we could be at your office within 15 minutes. The City and its' community will feel as though we're just across the street. And we don't charge for pick up and overnight delivery of all plans.

Furthermore, VCA has excellent references, and during the past 37 years has successfully provided plan checking, inspection and permitting, and code enforcement services to many jurisdictions like the City of Costa Mesa. We hire the best to ensure your City has the most dedicated, well-trained, and responsive contract employees available.



To ensure the City's satisfaction and quality assurance, we will assign Charles Russell, CBO/Sr. Vice President as your dedicated Project Manager. Charles brings 30 years of experience managing similar projects. He is an acting Certified Building Official and is extremely knowledgeable about codes. In addition, he participates in many code-related organizations, including being the 2015 Past President of the ICC Orange Empire Chapter, and is an ongoing instructor for CALBO's Educational weeks.

VCA is a financially stable company with a two-million dollars E&O insurance package. The conditions of this proposal will be valid for a period of 360 days from the date of the submittal. Please do not hesitate to call me with any questions, or if you need any clarification on any part of this proposal.

Sincerely,

THE CODE GROUP, INC.

A handwritten signature in black ink, appearing to read "Tom VanDorpe", written in a cursive style.

Tom VanDorpe  
President



**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Tom VanDorpe	President	714 363-4700
Tom VanDorpe	Vice President	714 363-4700
Tom VanDorpe	Secretary	714 363-4700
Mike Smith	Treasurer	714 363-4700

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

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

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_



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## 2. BACKGROUND & PROJECT SUMMARY



**The VCA Code Team at Headquarters**

VCA possesses a strong reputation and brings excellent references who will attest to the depth and breadth of our experience and qualifications. We fully understand the needs of the City of Costa Mesa and the desired scope of services for inspection, code enforcement, and fire systems. For more than 37 years we've been providing like-services for multiple cities and counties in Southern California.

We thoroughly understand the issues facing building departments. To assist the City, we bring more than 50 technical personnel who have the experience and ability to provide a full range of services required, including:

Registered Structural Engineers Registered Civil Engineers	Licensed and ICC Certified Plans Examiners
ICC Certified Building Inspectors	State Certified CASp experts
Code Enforcement Officers	Fire Inspectors
AICP Planners	CalGreen
Mechanical Engineers	Site Design & Site Accessibility
Energy & Green Building Codes LEED-AP (BD+C Homes), CEA, CEM	Commissioning, GPR measures and HERS Raters



## Scope of Work for Inspection Services:

VCA will provide all of the inspection services specified in the RFP for the Building Division, Code Enforcement, and Fire Department. It is our management philosophy that regulation of building construction through effective enforcement of adopted codes is beneficial to the public interest and the building industry. We believe in a cooperative effort between the building industry and regulatory agencies for the benefit of all.

### Building Inspection Services and Procedures Include:

- a. **ICC Certified Inspectors:** VCA has several ICC certified inspectors, many with multiple licenses, and many with strong combination inspection experience. Our inspection personnel will perform the same duties as a regular City Building Inspector for building, electrical, plumbing, and mechanical systems.
- b. **Combination Inspections:** VCA inspection personnel are experience and certified in more than one area and will perform combination inspections for residential projects, tenant improvements and other developments which do not require highly specialized inspections.
- c. **Compliance with all City policies and procedures:** VCA inspection personnel will act as an extension of the City's own staff. Our inspectors comply with and ensure that construction complies with approved plans and is in compliance with all adopted codes, policies and procedures established by the City of Costa Mesa. Whenever a question arises regarding an interpretation of the Code or the approved plans, our inspectors will consult with a member of the City staff for a final determination.
- d. **CASp Services:** VCA will provide a Certified Accessibility Specialist as needed.
- e. **Effective communication:** Our inspectors are trained how to communicate with the members of the community. Utilizing their understanding that an applicant may face timing issues, possess a lack of familiarity with codes, or laws, our inspectors patiently explain the benefits of the code and inspection process as it relates to their life safety and compliance with the law.
- f. **Written corrections and record keeping:** VCA inspections are trained to maintain detailed and accurate correction notices and inspection records. All inspections will be recorded in accordance with the City's established procedures. Each correction is written in plain language stating the item shown on the plans that are deficient and the requirement that must be indicated in order to show compliance with all State and City codes.
- g. **Emergencies:** Our inspectors are dedicated and will be available to assist during emergencies or natural disasters. Call their cell phone day or night for help.



- h. All-encompassing Inspections:** Our inspections will assist in job site conferences for technical situations, meet with the various stakeholders to clarify or resolve questions; observe soil instability and require soil tests as needed; prepare inspection notices of noncompliance on incorrect construction methods; maintain a record of non-complying items and follow-up for resolution; record all significant construction-related activities and events; inspect building alleged to be substandard, unsafe, or unsightly; utilize City electronic paper files; and testify in court if needed; and comply with City requirements regarding documentation and materials as property of the City of Costa Mesa.
- i. Energy inspection:** Insulation “R” values; Windows for correct U-factor and S.H.G.C.; Hot water piping insulation; Commissioning of new buildings greater than 10,000 square feet; Acceptance testing of systems; Elements noted in the energy forms incorporated in the approved plans are complete.
- j. CALGreen:** Insure all elements of CALGreen have been accomplished during the course of construction; Insure all applicable documents have been completed and sign as required; Verify CALGreen commissioning has been accomplished to building greater than 10,000 square feet; Verify all third party documents and approvals are submitted at building final; Verify all documents associated with the “Owner’s Manual” are complete and submitted to the building owner.
- k. Project Team Qualifications:** We have a team of knowledgeable professionals that not only possess a seasoned, realistic perspective, but can also provide practical suggestions for improvement in the most efficient and cost-effective manner.
- l. Work Materials:** VCA provides all field staff with the code books and equipment such as the latest version of State Codes, as well as other items such as tape measures, sophisticated levels, vests, hard hats and other gear.
- m. Courteous and Professional Inspectors:** VCA inspectors are experience and ICC certified. Our inspectors know they wear two hats: one for the City and one for VCA. They understand that behavior and attitude in the field matter and make an impact on the communities they serve. Our Inspectors are well-trained and VCA pays for inspectors to continue their education, and sharpen their skills and knowledge of building codes in order to better serve the City.
- n. Continuing Education for Field Staff:** VCA encourages all inspectors and code enforcement officers to obtain additional licenses and reimburses them for their achievements. VCA attracts and retains talent through our commitment to training of codes, compliance, and reimburses our inspectors for their achieving each new ICC certification.
- o. Reimbursements:** VCA provides allowances for cell phones and mileage reimbursement if a City vehicle is unavailable.





**Qualified ICC Certified Inspectors:**

Our inspection personnel will perform the same duties as a regular City Building Inspector and in accordance with all City codes and ordinances, including the following:

<p><b>Building Inspections:</b></p> <ul style="list-style-type: none"> <li>▪ Foundation Inspection - after all reinforcing steel is in place</li> <li>▪ Concrete slab or under-floor inspection</li> <li>▪ Frame inspection</li> <li>▪ Lath or gypsum board inspection</li> <li>▪ Oversight of work by special inspectors</li> <li>▪ Other inspections as required to ascertain compliance with the Building Code or other laws enforced by the Building Official</li> <li>▪ Final building inspection</li> </ul>	<p><b>Plumbing Inspections:</b></p> <ul style="list-style-type: none"> <li>▪ Underground installations</li> <li>▪ Waste lines</li> <li>▪ Water piping</li> <li>▪ Plumbing top out</li> <li>▪ Shower pans</li> <li>▪ Sewer lateral and connection</li> <li>▪ Gas piping</li> <li>▪ Gas test</li> <li>▪ Other inspections as required</li> <li>▪ Final plumbing inspection</li> </ul>
<p><b>Mechanical Inspections:</b></p> <ul style="list-style-type: none"> <li>▪ Underground ducts and piping</li> <li>▪ Ducts and piping</li> <li>▪ Return air</li> <li>▪ Combustion air</li> <li>▪ Exhaust systems</li> <li>▪ HVAC equipment including FAU</li> <li>▪ Vents and registers</li> <li>▪ Fire dampers</li> <li>▪ Other inspections as required to ascertain compliance with the Mechanical Code</li> <li>▪ Final mechanical inspection</li> </ul>	<p><b>Electrical inspections:</b></p> <ul style="list-style-type: none"> <li>▪ Temporary power poles</li> <li>▪ Underground conduit</li> <li>▪ Main service entrance</li> <li>▪ Sub-panels</li> <li>▪ Grounding and GFI</li> <li>▪ Rough wiring</li> <li>▪ Receptacles and fixtures</li> <li>▪ Smoke detectors</li> <li>▪ Other inspections as required to ascertain compliance with the Electrical Code</li> <li>▪ Final electrical inspection</li> </ul>



## Scope of Work for Code Enforcement Inspections:

For 37 years, VCA has been providing code enforcement services for multiple jurisdictions, including: Los Angeles County, the City of Dana Point, City of Laguna Beach, City of Bradbury and the City of Newport Beach.

Our code enforcement officers possess a strong knowledge of, and are able to read and interpret enforcement provisions of City ordinances and relevant State codes. They possess knowledge of rules of evidence and will learn the City's geography in order to properly serve the community. In addition, they can interpret, apply and explain codes, rules, regulations, policies and procedures using tact, patience and courtesy while interacting with the public.

Other skills and knowledge include: parking enforcement principles, procedures, techniques, and equipment as well as knowledge of the California Vehicle Code. Many of our code enforcement officers possess the PC 832 certification, or if not and is deemed a requirement, then VCA will ensure the contract employee obtains any certifications the City requires, including the CACEO basic and intermediate certifications.

### Inspection Services and Procedures Include:

- a. **Field inspections:** to determine compliance with appropriate codes, ordinances and regulations of residential, commercial, and industrial properties with zoning ordinance, special use and other conditioned permits, California Vehicle Code, business licenses, animal control ordinances, property maintenance, Municipal Codes and other applicable regulations. Assists other departments with code enforcement as needed.
- b. **Investigates:** reviews and responds to complaints of possible ordinance violations.
- c. **Assists the Building Official:** or Inspector in making code-compliance inspections of existing construction, including conducting interviews of property and business owners, residents, and members of the public concerning violations and code enforcement matters.
- d. **Prepare written reports** and correspondence; maintains City records and files related to code enforcement activities; and collect information; prepare reports; issue Notices to Appear and Administrative Citations; as well as assist in neighborhood surveys.
- e. **Utilizes Excel** and other City computer software and systems to track information and prepare and maintain reports, records and table regarding large numbers of properties in a database management system.
- f. **Assists the City attorney,** or represent the City in prosecution of violators' proceedings, including preparing files for criminal and/or civil coded complaints.



## Scope of Work for Fire Inspection Services:

VCA is well equipped to provide Fire Department services (excess of 5,000 reviews) – Fire Protection Engineer on Staff. VCA's services for multiple jurisdictions include: Los Angeles County, City of Colton, City of Buena Park, City of Dana Point, City of Laguna Beach, City of San Marino, as well as the Orange City Fire Authority, and others.

### Inspection Services and Procedures Include:

- a. **Provide inspection services** to assure construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures. Inspects fire sprinkler and fire alarm systems for compliance with NAPA standards and with jurisdiction.
- b. **Inspections include**, but are not limited to: Single family structures; Multi-family structures (up to 600 units); Shopping malls; Office buildings (single and multi-story); High rise structures, and public arenas; Hood Fire Suppression Systems; Water storage tanks with fire pump systems; Hydrant sizing and location based on site project analysis; Analyzing standpipe sizing and location for high rise structures; Factory with hazardous and non-hazardous capabilities; Fuel modifications and Fire Flow Testing; types of commercial Tenant Improvements (TI's); and Photovoltaic.
- c. **VCA inspectors will participate** in reviews with technical consultants, health and other government agencies, City staff, and owners.
- d. **Inspectors will assist** in the coordination of job site conferences with any number of stakeholders; prepare inspection notices of noncompliance on incorrect construction methods or materials found during an inspection, meet with contractors regarding findings as they relate to compliance with plans and specifications.
- e. **Maintain proper records** and follow-up for resolution; record all significant construction related activities and events; inspect buildings alleged to be substandard, unsafe, or unsightly.
- f. **Utilize City electronic** and paper files to research related and/or previous cases; be available during emergencies or natural disasters to assist the City; and testify in court if needed.
- g. **Provide assistance** with other duties as approved by the Fire Chief.



### 3. COMPANY EXPERIENCE AND CAPABILITIES

1. The project manager will be Charles Russell, CBO/Sr. Vice President who has more than 30 years of combined experience working in construction as a Building Official. In addition, Janet Boydell, Vice President of Staffing and Executive Recruiting bring 20 years of generalist recruiting experience. Janet authored two books about identifying and hiring the very best talent needed to achieve goals.
2. The VCA team has more than 37 years' experience providing like-services for cities and VCA has provided building department services for thousands of projects of various types of occupancies and construction, most within the past seven years included:
  - Multi-family, Multi-Story residences
  - Heavy industrial buildings (tilt-ups)
  - Church assemblies
  - Multi-story office
  - Thirteen-acre amusement park
  - Police station
  - Single family residences
  - High-rise offices
  - Shopping Malls
  - Multi-theater complexes
  - City halls
  - Large parking structures
3. VCA's staff of highly experienced, knowledgeable, and proficient inspection professionals is committed to the application of the code and standards the City has adopted. The VCA staff serves on many committees that include:
  - ICC Los Angeles Chapter
  - ICC Foothill Chapter
  - Orange Empire Chapter
  - CALBO (California Building Officials)
4. VCA staff serves on multiple committees for organizations that include:
  - Fire Life Safety Committee
  - California Residential Code
  - Education Committee
  - Green Code Committee
  - Structural Review Committee
5. Because of the depth of our staff, VCA's industry involvement has included authored magazine articles and white papers on the practical application of new codes:
  - Los Angeles Regional Uniform Committee (LARUCP);
  - Orange County Regional Code Uniformity Committee (OCRUCP);
  - Structural Engineers Association of California (SEAOC) Light Frame Committee and Seismology Committee; and
  - SEAOC Bluebook article, a *Structure Magazine* article and industry presentations on the impact of the new codes on light-frame and residential construction.



### Related Work Project Table

City Name	Description of Projects	Continuing Service
West Hollywood Building Inspection Plan Check Services	Commercial Building, High Rise Buildings, Hotels, Mixed-Use projects, etc.	2015 to Present
County of Los Angeles Building Department Inspection, Fire	Commercial, TI's, Industrial, SFD, MFD, additions, remodels, inspections, pools, etc.	2010
Orange Building Inspection	Single Family Dwellings, Multi-family dwellings, track homes, commercial and industrial, TI's, additions, remodels, pools, access, energy, etc.	2017
Laguna Beach Building Inspection Code Enforcement	Single Family Dwellings, Multi-family dwellings, track homes, commercial and industrial, TI's, additions, remodels, pools, access, energy, etc.	2005
Dana Point Code Enforcement Permit Technician	SFD, MFD, Commercial, additions, remodels, pools, etc.	2015
San Marino Fire Inspection Code Enforcement Plan Check Services	SFD, MFD, Commercial, additions, remodels, pools, etc.	1997 to Present
Newport Beach Inspection	SFD, MFD, Commercial, TI's, additions, remodels, inspections, pools, etc.	2007
Costa Mesa Building Inspection	Single Family Dwellings, Multi-family dwellings, track homes, commercial and industrial, TI's, additions, remodels, pools, access, energy, etc.	2016
Bradbury Plan Review, Inspection and Counter Services	Large Single Family Homes, remodels, additions, access, pools, garages, etc.	2005
Irvine Building Inspections and Permitting Services	Single Family Dwellings, Multi-family dwellings, track homes, commercial and industrial, TI's, additions, remodels, pools, access, energy, etc.	2010



## 4. APPROACH AND METHODOLOGY

- a. **VCA's policies, capabilities and quality management are a multi-layer approach.**  
Charles Russell, Executive Vice President and CBO will be the project manager dedicated to the goals of the City. VCA provides continuing education and training for all staff members to keep them at the forefront of knowledge, technology, and code development.
- b. 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. We participate in the code development community for the purpose of contributing when called upon and by keeping abreast of the policy changes with the different agencies in our state.
- c. The Project Manager will meet with City staff to ensure a complete understanding of the City's needs, policies and procedures. In addition to the staff included in this response, the PM will propose any additional inspectors deemed necessary to fulfil the needs of the City. The Vice President of Staffing will also attend these meetings to gain a full understanding of staffing needs. The VCA Staffing team is extremely qualified and adept at finding and introducing any appropriate contract staff the City may need.
- d. Each Scope of Work section for building inspection, fire inspection and code enforcement addresses the specific processes and intention of VCA to comply with all City requirements. VCA will be in contact with its' staff and keep them informed of any changes the City communicates to the Project Manager.
- e. The Project Manager will communicate with and be available for any meetings at City Hall regarding this proposal. In addition, the PM works with City staff regarding documentation, proper accountability, enforcement, and controls needed for compliance with all City ordinances, State requirements, and City Council requests for information.
- f. VCA does not require the use of any City facilities to comply with this RFP. VCA will assume that the City will communicate any requirements about how inspectors shall conduct themselves, including the utilization of any City forms, documents, or devices to manage inspection services. The Project Manager will ensure the enforcement of any stated requirements related to contract staff.
- g. VCA will provide contract staff with a cell phone or phone allowance, and reimburse inspectors for the use of their vehicles, if no City vehicle will be provided. VCA will track and bill the City for any mileage, at the current IRS rate, not including driving to and from home.



## 5. STAFFING AND QUALIFICATIONS

**Staff and Expertise:** VCA and its' professional staff bring extensive years of experience in field inspection services. Please see resumes under Appendix A.

- a. **Technical capabilities:** VCA's full range of engineering disciplines consists of structural, architectural, mechanical, electrical, plumbing, CASP, sustainability (Energy and Green Building Codes), fire, civil, and geotechnical.
  - a. **In the residential domain,** our inspections included hundreds of single- and multi-family structures; and a few include a multi-story SFD sprinkler system in the City of San Clemente; a new SFD in the City of Bradbury; a new Multi-family with an elevator in the City of West Hollywood.
  - b. **In the commercial domain,** our inspections including mall expansions in the cities of Long Beach, Buena Park and the Marriott hotel in West Hollywood; a fitness center, office buildings for the Department of Social Services, high-rise mixed-use offices and MFD, and various structures using concrete tilt-up construction methods; as well as eight auditoriums for the City of Buena Park. We've conducted inspections for several hotels and restaurants, car dealerships, and all types of B occupancies.
  - c. **Our Expert Recruiters** are experienced and capable of finding any function for the City. Janet Boydell, Vice President of Staffing & Executive Recruiting, has 22 years of recruiting and authored two books about how to find, attract, and hire the very best talent to achieve goals and objectives. She will ensure the City has the best qualified as well as the best fit for your City.
  - d. **Benefits for VCA Employees:** The City may be assured that VCA provides the very best benefits for our contract employees. We provide full health benefits including medical, dental and vision. We pay time off for the same holidays that match the City; and we provide sick pay, vacation pay, and a 401(k) Plan to assist them in planning for their future.
  - e. **Financial Capacity:** VCA's financial information is confidential and may not be disclosed to the general public. We included unaudited financial statements in a sealed envelope and respectfully request that the City to return these documents in the enclosed stamped envelope. Thank you.



## 6. COST PROPOSAL:

- a. **Cost Proposal Form:** VCA has completed the Cost Proposal form and included that form in Appendix B.
- b. **Fees:** VCA will maintain the proposed fee schedule and it will remain unchanged for the duration of the first two years of the proposed contract term.
- c. **Mileage Fees:** If the City does not provide vehicles for inspectors and/or related personnel, then VCA Code will charge a Mileage Reimbursement Fee based on current IRS Rates. Be advised that VCA only reimburses employees for mileage while driving their vehicles for City or Company business. The total mileage is captured on a daily basis and recorded on time sheets, and is subject to approval by authorized City supervisors. VCA refunds all fees charged to the City back to the employee.

## 7. DISCLOSURE:

- a. As of the date of this RFP there is no known past or current business and 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.
- b. Regarding current business services to the City: VCA currently has one contract employee working as a senior building inspector for the City.

## 8. ADDITIONAL INFORMATION:

- a. **CASp Services:** VCA has reviewed construction drawings since the beginning of accessibility requirements. Reviews include provisions of the California Building Code, Federal Fair Housing Act, Uniform Federal Accessibility Standards and the Americans with Disabilities Act. VCA professionals serve on local committees that regularly contribute to the creation of the state codes for accessibility. VCA has worked on more projects than any other local consultant during the past thirty years. VCA can provide CASp evaluation of existing buildings and sites, CASp transition ADA planning, CASp review of the proposed project with the City, and CASp training and education upon request. Terry McClain, who is CASp certified, is our sub-contractor. Terry is uniquely qualified to help clients meet their overall program goals and objectives for accessibility compliance.





Code

**b. CASp Sub-consultants: if required, and if approved by the City:**

Terry McLain	Certified Access Specialist (CASp)	AIA/CASp Expert Sub-Contractor	15 years exp.
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- c. **Sustainability and Disabled Accessibility:** VCA is a recognized, well-known thought-leader when it comes to training and conversing on the subject and practical challenges of implementing Title 24 regulations. VCA has provided more technical presentations on sustainability, ADA and Structural Building Code development than other like firms.
- d. **Industry Associations:** VCA has a long-standing participation and technical involvement with the International Code Council (ICC), Los Angeles Regional Uniform Code Program (LARUCP), Structural Engineers Association of California (SEAOC), International Association of Plumbing and Mechanical Officials (IAPMO), and others.
- e. **Training:** VCA has earned an unparalleled reputation for effectively conveying highly technical building regulations into common-sense, best-practice solutions. We've assisted architects, building department officials, and engineers. VCA's qualifications have earned the respect of building officials and industry professionals, many of whom reach out to us for clarification.
- f. **Communication and Meeting with the City Staff and Applicants:** As practicing building officials and engineers, we understand the struggle our clients experience while striving to meet the growing demands of the building code. VCA and its staff have been well-trained about how to work with a client's staff to help them understand codes requirements. VCA is happy to meet with City staff as requested.



# APPENDIX A: RESUMES



## Tom VanDorpe, SE

President

Years of Experience 20+

### RELEVANT PROJECT EXPERIENCE

- 10 years plan review for over 20 jurisdictions including residential, mixed-use, tilt-up, and masonry

### EDUCATION

- Bachelor of Science, California State Polytechnic University, Pomona
- Master of Science in Civil Engineering, California State University, Long Beach

### LICENSES & CERTIFICATIONS

- Registered Structural Engineer - 4611
- Registered Civil Engineer
- ICC Certified UBC Building Plans Examiner
- ICC Certified CALGreen Plans Examiner

### EXPERIENCE

- Plan checking skills include Structural Engineering, Building Code Consulting, Building Inspection, Fire Protection Engineering, Structural Observation, research and forensic engineering services
- Over 20 years of professional experience in structural design, building plan reviews and construction
- Has extensive knowledge of the International Building Code and the California Building Code, including fire and life safety portions of the code, and is familiar with the provisions of Title 24, including ADA regulations and Energy Conservation Standards
- Active in several industry associations and has served on a number of committees involved with the development and interpretation of structural building codes
- Involved with several seismic-retrofit projects
- Voting member of the statewide SEAOC Seismology Systems Committee
- Frequent author and speaker on topics related to the economic design of low-rise structures



**Charles “Russ” Russell, CBO**  
Executive Vice President /Project Manager

**Years of Experience**  
30 (10 as Building Official)

**RELEVANT PROJECT EXPERIENCE**

- Municipal Experience as Building Official & Plans Examiner
- Managed a building department with a budget of over \$2 million and a large staff
- Directly responsible for the adoption of applicable building codes
- Authored several local ordinances that have proven to benefit the welfare of the community

**EDUCATION & CERTIFICATIONS**

- ICC Certified Building Official (5036960-CB)
- I.C.B.O. Certified Plan Examiner (5036960-60)
- ICC Certified CALGreen Plans Examiner
- ICC Certified CALGreen Building Inspector
- CA-OES Certified Safety Assessment Program (SAP) for building damage assessment
- Hands-on Construction Trade and Superintendent Roles
- Bachelors of Science, University of Phoenix – *Business Management*

**EXPERIENCE**

- Executive Vice President responsible for the management and successful operations of VCA Code
- Ensures building code evaluation and plan checking services for municipal building departments across California for previous 9 years
- Member of the International Code Council (ICC) Los Angeles Basin Chapter Green Building Code Committee and the Fire Life Safety Committee and responsible in the development of Chapter training
- 2015 Past President of ICC Orange Empire Chapter
- Presentor on state wide tour of seminars for the implementation of CALGreen in collaboration with the Building Standards Commission (BSC), State Department of Housing and Community Development (HCD), and Green Technology of Pasadena.
- Established VCA-Green, a division within VCA Code that provides outstanding service to clients in need of green building project management and consulting. This division offers building owners, developers, and architects a team that shares a passion for sustainable building.
- Taught architects, engineers, building and planning personnel, contractors, developers, and educators for in-depth residential and commercial applications.
- Former building official of City of El Monte
- Former project manager for a construction corporation and had direct supervision of multi-million dollar projects. These projects included shopping centers, multi-story office buildings, construction and alteration of hospital facilities, new dialysis buildings, medical laboratories, multi-family dwelling units, public works projects, multi-level span-crete structures, and specialized residential projects



## Janet Boydell

Vice President of Staffing Solutions and Executive Recruiting

Years of Experience 20+

### STAFFING and RECRUITING EXPERIENCE

- Full P&L responsibility for VCA Code Staffing Solutions and Executive Recruiting
- A generalist recruiter placing ICC certified contract personnel into multiple jurisdictions
- 20 years of retained executive recruiting for Manager to C-Level functions working various industries
- Founded the retained executive search firm A Hire Connection, Inc.®

### EDUCATION

- Bachelor of Science in *Business Administration* with an emphasis in finance and law from California State Polytechnic University, at Pomona

### ACHIEVEMENTS

- **Author:** *A Hire Connection: How to Make Your Next Hire your Best Hire*
- **Co-author:** *You're NOT The Person I Hired!: A CEO's Survival Guide to Hiring Top Talent*
- Forward Resume™ (FFR)

### EXPERIENCE

- More than 20 years of helping CEOs and City Officials hire Top Talent to achieve their goals
- Recruit and manage contract personnel working for multiple jurisdictions and in various functions including:
  - ICC certified: Plan Checkers & Building Inspectors,
  - ICC Permit Technicians, AICP Planners,
  - Licensed Public Works Engineers
  - Real Estates Asset Managers, and more
- A generalist recruiter who brings an intuitive knowledge about people, skillful interviewing techniques and strong business acumen
- Recruited thousands of people from various industries including: municipalities, engineering, manufacturing, distribution, transportation, medical, and technology
- Developed trade-marked hiring tools and processes
- Creator of the Fast-Forward Resume™ (FFR) a unique hiring tool that identifies the Key Deliverables to be achieved on the job. And the Fast-Forward Questionnaire™ (FFQ) helping managers ask the right questions during an interview
- Met thousands of candidates at all levels from: entry, manager, director, vice president and C-Level. Functions included: P.E.s, S.E.s, design engineers, accountants, sales reps, quality control, human resources, operations, vice presidents, CFOs, COOs, presidents and CEOs
- Active in several industry associations and serves on a number of executive committees
- Presented half-day workshops based on her two books. Traveled throughout the U.S. for Vistage® international and Qualcomm®
- Prior to founding A Hire Connection, Janet was a partner at Impact Hiring Solutions, and VP at CJA Executive Search. Previously Janet worked as a Controller in the investment banking industry where she possessed a Series 27 license.



## **Richard D. Hendricks**

Senior Building Inspector

### **Years of Experience**

20 years' experience

### **RELEVANT PROJECT EXPERIENCE**

- Over 18 years' experience as a Building Inspector with Project Management experience
- Worked as Building Inspector for the cities of Buena Park and Downey, Costa Mesa, and the County of Los Angeles

### **PROFESSIONAL MEMBERSHIPS:**

- International Code Council
- IAPMO
- IAPMO Orange Chapter
- CALBO
- Southern California District Royal Rangers

### **LICENSES & CERTIFICATIONS**

- ICC Certified #511009 (Building Inspector)
- OES Certified #SAP62211
- FEMA Certified (ICS) IS-00100
- FEMA Certified (NIMS) IS-00700
- CALBO Certified
- General Contractor, HIC, Landscape B-1 C-27 #753445
- Recycle & Resource Management Certified

### **EXPERIENCE**

#### **Multiple Cities and County experience as a Sr. Building Inspector**

- Inspection of Commercial, Industrial, and Residential Construction including Structural Elements
- Experience with Mechanical, Electrical, Plumbing, Accessibility Regulations, and Public Assistance
- Performed business license Inspections
- Assisted Orange County Fire Department with Structural Inspections
- Worked in all aspects of Residential and Commercial Construction
- Knowledge of tenant improvements, framing, drywall, stucco, windows, doors, and roofing
- Worked with subcontractors, city planners, and building inspectors in a project management role
- Responsible to oversee new construction projects, grading, excavating, and hauling. Worked with soil inspectors, building inspectors, and directly with general contractor



**Daniel J. Feeney**  
Sr. Building Inspector and Plans Examiner

**Years of Experience**  
25 +

### RELEVANT PROJECT EXPERIENCE

- Licensed Building Inspector for 20+ years at various cities.
- City of La Habra Heights— Building Inspector Residential and Code Enforcement
- Performed Residential and Commercial Inspections for Cities of Costa Mesa, La Puente, Palmdale and other jurisdictions: Rancho Mirage and Palmdale

### MULTIPLE LICENSES & CERTIFICATIONS

- ICC Residential Building Inspector
- ICC Building Plans Examiner
- ICC Commercial Building Inspector
- ICC Commercial Mechanical, Electrical and Plumbing Inspector
- Residential Combination Inspector
- Residential Electrical Inspector
- Butte College, Oroville, CA
  - Non-Structural Plan Checking – Certificate of Completion
  - Building Inspection Technology – Certificate of Achievement

### EXPERIENCE

- Building Inspector for City of Laguna Beach, City of Diamond Bar, City of La Habra, LA County—Lancaster Office, Costa Mesa, and others performing inspections on structures under construction, evaluating building, electrical, mechanical and plumbing systems for compliance with applicable codes.
- Special emphasis on fire-resistive standards, reading blueprints, and truss inspections.
- Worked at LA County – Lancaster Office as a Building Inspector performing inspection on ALP1 Alpine Solar Project 70 Mega Watts, and AVSR1 Solar Project 380 Mega Watts. As well as inspections on New Residential and Commercial Buildings
- Extensive experience working on construction projects:
  - CA Dept of Forestry Barracks in Donner Pass
  - Westwood Visitor’s Center in Susanville, CA
  - USMC Winter Training facility Mechanical Room, Bridgeport, CA
  - Reno Airport, Retrofitting Windows & Doors for soundproofing on 120 homes
- Certification Types:
  - CA Building Plan Examiner
  - CA Commercial Building 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
  - Combination Inspector
  - Combination Inspector-Legacy
  - Commercial Combination Inspector
  - Commercial Electrical Inspector
  - Electrical Inspector
  - Mechanical Inspector & Mech. Inspector—UMC
  - Plumbing Inspector & Plumbing Inspector—UPC



**Sergio Garcia**  
Code Enforcement Officer

**Years of Experience**  
5+ Years County Experience

#### LICENSES & CERTIFICATIONS

- CACEO Certified Code Enforcement Officer
  - Through Advanced

#### OTHER

- Strong verbal and written communication skills
- Bilingual: English and Spanish
- Customer-centric persona
- Extensive customer service experience
- Detail oriented
- Proficient in Microsoft Office Suite

#### EXPERIENCE

- Los Angeles County | Code Enforcement and previous position as Document Specialist (Contract)
  - Process code complaints: fax, phone and emails.
  - Visit code enforcement sites to re-assess property when needed.
  - Diligently create code enforcement case files using internal database.
  - Enter instructions such as adding investigation fees to database when requested by building inspector.
  - Gather extensive evidence of information for code enforcement cases.
  - Speak to contractors, homeowners, escrow personal, architects and designers regarding code cases.
  - Mail code enforcement letters to property owners addressing the existing violations.
  - Obtain information from Assessors records, Planning Department, and permit history to research of properties.
  - Email utilities: Requested meter disconnection from Edison when prompted by an inspector.
  - Organize, monitor, and close code cases when violation has been fully abated.
  - Record lien and rescind liens onto commercial and residential properties.
  - Generate penalty letters to property owners when deadline has been exceeded.
  - Notify title escrow officer's status of releasing liens when requested.
  - Allocate issued permits to certain area for the inspectors.
  - Print aerial images from different years and angles to examine property.





**Shari A. Miller**

Fire Sprinkler Inspector & Code Enforcement

**Years of Experience**  
20+

**RELEVANT PROJECT EXPERIENCE**

- More than twenty years' of experience with an emphasis in fire inspection and code enforcement with both government and municipal entities.
- Worked for:  
City of West Covina and  
City of Alhambra

**EDUCATION & CERTIFICATIONS:**

- Certified California Fire Code Inspector #500240-00/CFC0031.10
- Penal Code 832 Certificate
- University of California at Los Angeles – 3 years completed in Fire Protection Engineering Program
- Oklahoma State University. Off-site training in Automatic Fire Sprinkler & Suppression Systems & Hydraulic Calculations

**EXPERIENCE**

**City of San Marino:**

- Fire Code Inspector (Part-time) at Present

**City of West Covina:**

- Deputy Fire Marshal (Part-time) (2014 to 2015)

**City of Alhambra: Fire Department**

- Fire Prevention Specialist (1993 to 2013)
- Code Enforcement Officer and Code Enforcement Supervisor (1988 to 1996)
- Police and Fire Dispatcher (1983-1996)

- Numerous hours of ongoing training in fire investigation techniques, public information officer concerns and public education specialties

▪ **Completion of State courses in:**

- Fire Prevention 1A, 1B & 1C
- Fire Investigation 1A & 1B
- Public Information Officer course 1A

- **Professional Affiliations/Memberships:** California Automatic Fire Alarm Association; Automatic Fire Alarm Association; Associate of Fire Protection Engineers; Associate of ICBO



## William Trujillo

Building Inspector – County and City Inspection Experience

### Years of Experience

15+ Years in Building & Construction

### EXPERIENCE

#### LICENSES & CERTIFICATIONS

- ICC Building Inspector
- Cal E.M.A. Safety Assessment Program Certified
- “CASp 101: Certification and Practice” course regarding significant changes to the DSA Certified Access Specialist Program by the Division of State Architect

#### OTHER

- Dedicated and strong work ethic
- Adaptable and versatile
- Bilingual in Spanish

#### EDUCATION & SERVICES

- Riverside Community College (No degree)
- Victor Valley College 1996 – current
- Inspection Technology – San Bernardino Valley College 2004 -2006
- United States Navy E-3 Ranking 1997 - 2000

- County of Los Angeles & City of Hesperia | Building Inspector | Current
- County of Riverside TLMA/Building & Safety | Building Inspector (6 months)
  - Combination inspections of rough-in trades: framing, rough fire, plumbing, electrical, mechanical, and energy standards compliance for California Building Codes.
  - Various field inspections for light commercial and residential structures. Involved in pre-construction meetings and followed through all projects for final
    - Included: Lennar Homes, Beazer, Meritage and KB Homes.
  - Inspections included: Photovoltaic Systems, HVAC change outs, water heater change outs, swimming pools, electric meter upgrades, block walls, retaining walls, and (Title 25) mobile homes.
  - Temporary utility releases for Tracts in Winchester, Menifee, Murrieta, and Temecula.
  - Utilized 'Map my County' and 'InspectTrac' software; inspection log and database for results and actions of inspections.
  - Daily and monthly time and accountability log and mileage forms.
- County of San Bernardino Public Works | Maintenance and Construction Worker II: 6 years
- County of San Bernardino | **Building Inspector II: 3 years**
  - Pre-site inspections to verify dwellings would fit on lot and if there were any natural drainage courses in the direct path of presumed pad.
  - Conducted all construction phased inspections of single family dwellings, mobile homes, and commercial job sites through final inspection.
  - Communicated directly with job site engineers and superintendents for all delegated repairs.
  - Wrote correction notices and conducted plan reviews.
  - Utilized PIMS, Permit Plus, Magic Button, and inspection logs. Responsible for understanding laws, policies, procedures, code enforcement, and compliance.



## **APPENDIX B: FORMS**

## STAFFING PLAN

### 1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Rich Hendricks	Sr. Building Inspector	20
Charles Russell	CBO/Project Manager	30
Janet Boydell	Vice President of Staffing	22
Tom VanDorpe	President	20

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

Name	Classification/Title	Years of Experience
Daniel Feeney	Sr. Building Inspector	25
William Trujillo	Building Inspector	15
Sergio Garcia	Code Enforcement Officer	5
Shari Miller	Fire Inspector	20

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.

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

Job Title	Hourly Rate	Total Cost	Overtime rate
Administration	\$ 50.00	\$	\$75.00
Building Official	\$125.00	\$	\$125.00
Assistant Building Official	\$105.00	\$	\$105.00
Inspection	\$70.00	\$	\$105.00
Building Inspector	\$70.00	\$	\$105.00
Senior Building Inspector	\$80.00	\$	\$120.00

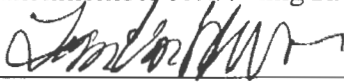
Combination Building Inspector	\$85.00	\$	\$127.50
Senior Combination Building Inspector	\$90.00	\$	\$135.00
Chief of Inspection (Supervisor)	\$100.00	\$	\$150.00
Certified CASP	\$165.00	\$	\$165.00
Code Enforcement Officer	\$70.00	\$	\$105.00
Sr. Code Enforcement Officer (Supervisor)	\$85.00	\$	\$127.50
Chief of Code Enforcement (Manager)	\$100.00	\$	\$150.00
Fire Inspector	\$75.00	\$	\$112.50
Fire Marshal	\$100.00	\$	\$150.00
Clerical staff	\$50.00	\$	\$75.00
Records Support staff	\$50.00	\$	\$75.00

<b>Total Estimated Annual Price: Hourly Range</b>	<b>\$50.00 to \$165.00</b>
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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: May 2, 2017

Signature

Tom VanDorpe

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.

Date: \_\_\_\_\_

Signature

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 Profile

Company Legal Name: The Code Group, Inc. dba VCA Code

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

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

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

Website Address: www.vcacode.com

Telephone Number: 714 363-4700 Facsimile Number: 714 363-4747

Email Address: tvandorpe@vcacode.com or jboydell@vcacode.com

Length of time the firm has been in business: 37 years Length of time at current location: 1 year

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: California

Federal Taxpayer ID Number: \_\_\_\_\_

Regular business hours: M-F 8:00am-5:00pm

Regular holidays and hours when business is closed: Days: New Year, President's, Good Friday (1/2), Memorial, Independence, Labor, Thanksgiving & Day after Thanksgiving, Christmas Eve (1/2), and Christmas Day

Contact person in reference to this solicitation: Tom VanDorpe, Janet Boydell, Charles Russell

Telephone Number:  Facsimile Number:

Email Address: tvandorpe@vcacode.com; tom.vandorpe@vcastructural.com; or jboydell@vcacode.com

Contact person for accounts payable: Mike Smith, CFO/Controller

Telephone Number:  Facsimile Number:

Email Address: mike.smith@vcastructural.com

Name of Project Manager: Charles "Russ" Russell, CBO/Sr. Vice President

Telephone Number:  Facsimile Number:

Email Address: crussell@vcacode.com



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