

**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 5th day of September, 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 plan check and permit processing services on an as-needed basis, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set

forth in Exhibit B.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

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

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a

“claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: “The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”
- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit “C” and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

The Code Group, Inc. DBA VCA Code
1845 W. Oranewood 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.

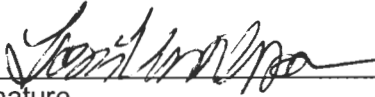
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT




Signature

Date: 9/12/17

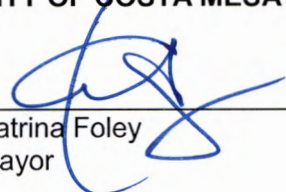
Tom VanDorpe, President

[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:



Thomas Duarte
City Attorney

Date: 09/28/17


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/19/17

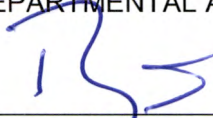
APPROVED AS TO CONTENT:



Issam Shahrouri
Project Manager

Date: 9.17.18

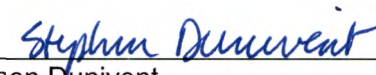
DEPARTMENTAL APPROVAL:



Barry Curtis, AICP
Economic and Development Services
Director

Date: 9.13.17

APPROVED AS TO PURCHASING:



Stephen Dunivent
Interim Finance Director

Date: 9.20.17

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A**SCOPE OF WORK****For****PLAN CHECKING AND PERMIT PROCESSING SERVICES**

The Development Services Department and the Fire and Rescue Department are soliciting proposals to provide plan checking and permit processing 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 plan check and permit processing staff to support new large development projects and augment staff in the City. Proposers are required to submit standard and overtime hourly rates for the following positions:

PLAN REVIEW
Plans Examiner
Plan Check Engineer
Chief Plans Examiner (Supervisor)
Permit Processing
Permit Technician I and II
FIRE
Fire Plans Examiner

A. Plan Check Services for Building Division

1. Plans may be assigned for review in one of two categories:

- **Standard Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. For all standard plan reviews, the City charges the customer 65% of the Building Permit fee. The Building permit fee is based on **Table 1-A of the 2001 California Building Code (Exhibit 1)**. The valuation is calculated based on the attached Building Valuation Data Table. The proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed.
- **Expedited Plan Check:** This process shall be employed when an applicant wishes to expedite the review of plans. Presently, applicants are allowed to negotiate timeframes and fees with any one of the City's consultants. The City is currently looking at modifying its existing procedures as follows:
 - The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The city shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City. The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

The proposal needs to address both scenarios for expedited plan review.

2. The City reserves the right to handle certain types of cases in the following manner, at the City's sole discretion:
- **Large Public Projects:** The City reserves the right to ask consultants to bid to check documents for large public improvements such as libraries and fire stations. In such cases, the City will solicit bids from its approved consultants and award the plan review to the lowest bidder.
 - **Large Private Projects:** If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.
3. The following general criteria apply to all plan check services provided to the Building Division:
- Assign regular office hours to plan review positions to perform in-house plan check services if so requested by the City.
 - Review construction plans and calculations thoroughly for compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, Costa Mesa Amendments to these codes, and other applicable governmental codes and regulations
 - Write clear and concise plan check corrections, and work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
 - E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
 - Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
 - Return plans to the City for the first check and resubmittals no later than City standards.
 - When requested by the City, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
 - Consolidate comments from various City departments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
 - Maintain communications with applicants and staff from the Building Division and other City departments. Respond to inquiries about projects from applicants.
 - Manage the project schedule in accordance with City's adopted timeframes.

- Utilize City electronic and paper files to research previous and/or related permits.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
- 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. Plan Check Services for Fire Department

1. Plans may be assigned to consultants for review in one of two categories:

- **Fire Protection System Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. For all standard plan reviews, the City charges the customer 65% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule (Exhibit 2)**. The proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed.
- **Fire and Life Safety Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.

C. Permit Processing

- Provide the services of permit technicians to cover the Building Division's public counter, answer phone calls, accept plan check applications, and issue permits.
- Maintain communications with applicants and other people contacted during the course of work, including staff from City departments. Respond to inquiries about projects from residents and applicants.
- Utilize City electronic and paper files to research previous and/or related permits.

EXHIBIT B
CONSULTANT'S PROPOSAL



1. VENDOR APPLICATION FORMS & COVER LETTER

May 26, 2017

Mike Fuentes, Buyer
City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Subject: RFP No. 17-22 Plan Check and Permit Processing 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 Plan Check and Permit Processing Services. The proposal contains statements about our profile, qualifications, experience, references, implementation & scope of work, training and the cost of providing services.

VCA is uniquely qualified to assist the City with our team of extremely proficient Plan Check Engineers and Inspectors capable of responding to any type of project. Our team consists of licensed professional engineers and ICC certified plans examiners and permit technicians. We also have a licensed fire protection engineer on staff. Our employees are a highly-qualified, technically-oriented and talented group who possess an outstanding knowledge of the codes.

VCA is nearby and readily accessible for meetings with the City staff or applicants. VCA has excellent references, and during the past 37 years has successfully provided plan checking and inspection services to many similar jurisdictions like the City of Costa Mesa. The key members of VCA Code to serve the City are Tom VanDorpe, S.E./President, Charles Russell, CBO/Sr. Vice President, and Janet Boydell, Vice President of Staffing.



To ensure the City's satisfaction and quality assurance, we will assign Charles Russell, CBO/Sr. Vice President as your dedicated Project Manager, who is located at our Orange offices. 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.

Janet Boydell will serve as Assistant Project Manager and brings 22 years of management and generalist recruiting expertise. Janet has placed plan check engineers, city engineers, building inspectors, permit technicians and others at many jurisdictions and is capable of filling any type of position for the City. She is the author of two books about how to successfully attract, hire and retain the top talent needed to achieve goals. Janet developed proprietary tools and techniques that will be utilized to ensure the proper fit and talent is hired into the right position for any type of function.

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. VCA complies with nondiscrimination requirements of the State and Federal Government.

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, S.E.
President



**VENDOR APPLICATION FORM
FOR
RFP No. 17-22 INSPECTION SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: The Code Group, Inc.

Contact Person for Agreement: Tom VanDorpe

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

City, State and Zip Code: Orange, CA 92868

E-Mail Address: tvandorpe@vcacode.com

Phone: 714 363-4700 Ext 150

Fax: 714 363-4747

Contact Person for Proposals: Janet Boydell

Title: Vice President

E-Mail Address: jboydell@vcacode.com

Business Telephone: 714 363-4700 Ext 505

Business Fax: 714 363-4747

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- | | |
|---|--|
| <input checked="" type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Tom 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: _____

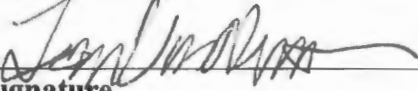
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

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. 17-22 PLAN CHECK AND PERMIT PROCESSING SERVICES** at any time after **May 19, 2017**.



Signature

Date: 5/30/17

Tom VanDorpe

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 19, 2017** with a City Councilmember concerning **RFP No. 17-22 PLAN CHECK AND PERMIT PROCESSING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

"None"

COMPANY PROFILE & REFERENCES

Company 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

COMPANY PROFILE & REFERENCES
(Continued)

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

Company Name: City of Irvine Telephone Number: 949.724.3620

Contact Name: Joe Kirkpatrick, CBO, SE Contract Amount: \$1,000,000

Email: jkirkpatrick@ci.irvine.ca.us

Address: One Civic Center Plaza, P.O. Box 19575, Irvine, CA 92623

Brief Contract Description: Building Department: Inspection and Permit Services

Company Name: City of Laguna Beach Telephone Number: 949.497.0336

Contact Name: Dennis Bogle, CBO Contract Amount: \$70,000

Address: 361 Forest Ave., Suite 200, Laguna Beach, CA 92651

Email: dbogle@lagunabeachcity.net

Brief Contract Description: Permit Processing, Building Inspection and Plan Review

Company Name: City of Newport Beach Telephone Number: 949.644.3282

Contact Name: Seimone Jurjis, CBO Contract Amount: \$1,546,000

Email: sjurjis@newportbeachca.gov

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

Brief Contract Description: Building Department: Plan Review & Staffing

Company Name: City of West Hollywood Telephone Number: 323.848.6475

Contact Name: Cynthia Zabala, Acting BO Contract Amount: \$4,210,000

Address: 8300 Santa Monica Blvd., West Hollywood, CA 90069-4314

Email: czabala@weho.org

Brief Contract Description: Building Plan Review, Inspection, and Staffing Services

Company Name: County of Los Angeles Telephone Number: 626.961.9611 / 626.458.6378

Contact Name: Mazen Dudar, BO / Joshua Hussey, P.E. Contract Amount: \$17,000,000 (Aggregate)

Email: mdudar@dpw.lacounty.gov / jhussey@dpw.lacounty.gov

Address: 16005 E. Central, La Puente, CA 91744 / 900 N. Fremont, Alhambra, CA 91803

Brief Contract Description: Building Department: Inspection, Permit Techs, Plan Review & Staffing



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2. BACKGROUND AND PROJECT SUMMARY



The VCA Code Team at Headquarters located in Orange, CA

VCA has been in business for more than 37 years, and has been successfully providing similar plan check and permit processing services as described in the City's Scope of Work. We understand that the City's Development Services and Fire and Rescue Departments desire as-needed services to supplement the existing City services to supplement for future projects.

VCA possesses a strong reputation and brings excellent references that will attest to the depth and breadth of our experience and qualifications for plan review and support services that we've provided at multiple jurisdictions in Southern California.

VCA's experience and capabilities include a full range of services for the City:

Full Plan Review	Fire Plan Review	Electronic Plan Review
Permit Processing	Building Inspection	Off-site Grading Insp
Geotechnical, Grading & Drainage, WQMP & SWPPP Review Structural Calculations and Soils Reports	State Certified CASp experts, and State Certified "Safety Assessment Program"	Energy and Green Building Codes; CALGreen, LEED-AP (BD+C Homes), CEA, Commissioning, HERS Raters, GPR measures
Planning	Public Works	Dynamic Analysis
Review of all building construction documents for compliance with the CBC, CMC, CPC, CEC, and Energy Codes		



To assist the diverse community of Costa Mesa, and the prospective large projects forthcoming, we bring the experience and expertise to assist the City in achieving its' future goals. Our in-house staff consists of more than 50 technical personnel, including:

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

1. **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 services.
 - a. In the residential domain, recent plan reviews and inspections 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 plan reviews and 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.
 - c. To show the diversity and depth of our staff, all the amusement rides added to Knott's Berry Farm since 2000 have been reviewed by VCA. We've conducted plan reviews for several hotels and restaurants, car dealerships, and all types of B occupancies.
2. **Building Safety Plan Review Services:**
 - a. The VCA approach to the various types of plan reviews is to assist the applicants in making their projects comply with the spirit and intent of the code in the shortest time possible and to maintain the highest degree of public satisfaction while providing a thorough and professional plan review. 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.



3. Plan Check and Availability:

- c. **Standard plan check correction documents** provide the name of the plan check engineer for the project, plan check engineer email address, and plan checker's direct telephone number. Plan check engineers work in the office from 8:00am to 5:00pm and will take calls all day. If it's after 5:00pm, calls are returned the next business day. All emails are answered the same day received or no later than the next business day. VCA will respond within one (1) business day to questions arising from field inspections.
- d. **Meetings:** VCA's offices are in close proximity to the City and our management team and plan review staff is available for meetings with City staff or applicants at City Hall. In addition we will attend local and regional meetings on behalf of the City.
- e. **Materials:** VCA furnishes our employees with all necessary materials, resources, and training to conduct thorough plan reviews that comply with all State and City codes.

3. COMPANY EXPERIENCE AND CAPABILITIES

- a. VCA Code was founded in 1979 and has been providing building department services for multiple jurisdictions for more than 37 years. Charles "Russ" Russell, CBO/Sr. Vice President will be the dedicated Project Manager. Russ brings 30 years of experience managing similar scopes of services. 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.
- b. The following chart identifies a sample number of projects for which our firm and Russ has acted as the lead project manager during the past three years or more.

City Name & Services	Description of Projects	Project Manager & Years
West Hollywood Plan Check Services	Commercial Building, High Rise Buildings, Hotels, Mixed-Use projects	Charles Russell, 3 years Janet Boydell, 2.5 years - staffing
Irvine Permit Processing & Inspection Services	Commercial, Residential, Industrial, TI's, hotels, pools, additions, remodels	Charles Russell 3+ years, Janet Boydell, 2.5 years staffing
San Clemente Plan Check Services	Outlets at San Clemente	Charles Russell 3+ years
LA County Permit Processing and Inspection Services	Multiple Cities contracted with LA County for Like-Services	Charles Russell 3+ years Janet Boydell, 2.5 years staffing



Dana Point Plan Review & Permit Processing Services	Dana Point Harbor Accessibility Upgrades	Charles Russell 3+ years
Arcadia Plan Check Services	Westfield Mall Strip Shopping Center Restaurants	Charles Russell 3 years
San Marino Plan Check Services	Huntington Library Expansion Chase Bank Interior Remodel	Charles Russell 3 years
Newport Beach Building Inspectors	SFD, MFD, Commercial, TI's, additions, remodels, inspections, pools, etc.	Charles Russell 3+ years Janet Boydell, 2.5 years staffing
Newport Beach Plan Review	High-rise structural peer review for 6-story building, new and existing homes (SFD, MFD), Commercial and Industrial	Charles Russell 3+ years Janet Boydell, 2.5 years staffing
Bradbury Plan Review, Inspection and Counter Services	Large Single Family Homes, remodels, additions, access, pools, garages, etc.	Charles Russell, 3+ years

- c. VCA is committed to assisting the City and possesses the resources, dedication and ability to complete all components of all projects in a timely and efficient manner. VCA:
- i. Shall assign a dedicated Project Manager, who shall be available to attend meetings, answer questions, advise City staff on matters related to the scope of service, prepare and present reports to staff and the City Council, and assist with due diligence as requested.
 - ii. Uses a proven methodology and tracking system to ensure all plans are accounted for, comprehensively plan checked, and returned according to the agreed turnaround times.
 - iii. Offers electronic plan review, and will provide training for ePlan review services at no cost to the City or applicants.
 - iv. Plan checkers will come to the City to meet with applicants and answer questions, explain plan corrections, and/or code requirement for applicants as requested. And they will learn each of the City's ordinances and ensure compliance for each plan review.
 - v. Staff understands the concerns of City staff and applicants regarding their need to complete projects on time, and within their budget constraints.



- vi. Plan check team is trained and extremely knowledgeable regarding State codes; and we're considered to be thought leaders, especially as it relates to CalGreen.
 - vii. Permit technicians know how to effectively and efficiently serve the public at the counter, while meeting City needs and requirements, including learning any software or other systems.
 - viii. Provides needed materials, PowerPoint presentations, booklets, and other handouts or research to enhance any learning sessions provided. VCA will make every effort to conduct additional research and present findings to the City staff for any code related issue.
- d. **Location:** VCA is in its 38th year of serving jurisdictions like the City of Costa Mesa, and we're located just 15 miles away, which means we could be at your office within 20 minutes...with just a call, we're on our way! The City and its' community will feel as though we're just across the street. And we offer no-charge for pick up and overnight delivery of all plans.

4. APPROACH AND METHODOLOGY

- a. **VCA's approach** to servicing the City is to act as an extension of the departments it serves. Our extensive experience related to the scope of work requested, our capabilities and total quality management control processes are a multi-layer approach. Charles Russell, CBO/Sr. Vice President shall be the assigned project manager dedicated to the scope of work requested.
- b. **Our Expert Recruiters** are experienced and capable of finding qualified personnel for any function. 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 people, as well as the best fit for your culture.
- c. **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.



- d. **VCA's Methodology:** The philosophy of VCA is that we behave as an extension of the City's staff and processes. This benefits the City staff and general public in providing outstanding customer service as well as overcoming challenges.
- i. **Strategic Plan Assignment:** VCA will review each type of project and make a determination about the most appropriate plans examiner to be assigned to the project. This will ensure the project is being reviewed with the 'best set of eyes' based on size and sophistication. And VCA conducts a second glance review of complicated project to ensure nothing is missed.
 - ii. **Transmittal of Plans:** VCA will arrange a courier or pickup plans in person on an as-needed/on-call basis. If necessary, we are available to discuss projects with The City staff when we pick up the plans. If desirable to the City, VCA offers electronic plan review services, and we will train the City staff and applicants with no charge to the City.
 - iii. **Correction Lists:** Specific correction lists are prepared and returned with the plans, and we will utilize any specified form or transmittal letter as required by the City. Each correction is typed in clear and concise language identifying the deficient items on the plans, as well as the requirements that must be indicated on the plans to show compliance with the code.
 - iv. **Recheck Procedure:** Plans returned for second review are immediately given to the original plan reviewer. The benefits of assigning re-checks to the original plan reviewer are twofold: 1) their familiarity with the project saves time in approving corrections, and 2) this helps expedite the review process for applicants.
 - v. **Approval Process:** When plans are found to show compliance with the building code and other pertinent laws and ordinances, they are stamped with a "Reviewed by Consultant for Code Compliance" stamp and returned with a transmittal letter.
 - vi. **Applicable Building Codes:** The current State adopted model codes and California Code of Regulations Title 24, Parts 1 through 12, along with all City ordinances shall be applicable at the time of submittal for the initial plan check to the City's Building and Safety Division. Any additional requirements will be provided by the City Building Official prior to the plan review process.
- e. **VCA full scope of services also includes:**
- i. Meetings with staff and applicants to assist and expedite the review process.
 - ii. Open lines of communication with City staff and applicants to maintain the highest level of customer service.



- iii. Utilizing the City's forms, transmittal procedures, or application of any supplemental lists and guidelines during the review process.
- iv. With large projects, meet with City staff and applicants to provide coordination of plan reviews when multiple structures are involved to meet the project goals and deadlines.
- v. Assisting City staff with managing the plan check process with applicants.
- vi. VCA does not use sub-consultants for plan check, and should the need arise; we will notify the City immediately.

f. **Fire Department Services:** VCA has expert experience providing Fire Department services (excess of 5000 reviews) for similar cities. VCA has a Fire Protection Engineer on Staff (see resumes) and we've provide like-services for multiple jurisdictions, including: Los Angeles County, City of Arcadia, City of Buena Park, City of Inglewood, City of Laguna Beach, City of San Marino, Orange County Fire Authority and more.

i. **Types of fire prevention plan reviews include:**

Single family structures	Multi-family structures (up to 600 units)
Shopping malls	Office buildings (single & multi-story)
High rise structures and public arenas	Restaurants and Hood Fire Suppression
Water storage tanks with fire pump systems	Hydrant sizing and location based on site project analysis
Factories with hazardous and non-hazardous capabilities	Fuel modification and Fire Flow Testing
Analyzing standpipe sizing and location for high rise structures	Various types of commercial Tenant Improvements (TI's)
Photovoltaic systems	Solar and Rough-in inspections

ii. **Fire plan review and the scope of work** are based on project information contained in submitted plans and may include:

- a. Fire sprinkler location based on structural and architectural design
- b. Proper coverage of system based on type of occupancy
- c. Proper application of fire codes based on type of construction (Type I-V)
- d. Reviewing special features such as water curtains when submitted
- e. FDC locations are properly located based on the City Fire Marshall requirements
- f. Providing a high level of collaboration with local Fire Marshall to insure all local standards and amendments are noted or illustrated on the submittal documents in a format that meets the client standards
- g. NFPA 13 Systems, and working with RJA and OCFA
- h. Flammable fabrics and suspended fire sprinkler systems



- 4. **Permit Processing Services:** VCA will provide qualified and ICC certified Permit Technicians who communicate well and have extensive experience working at City counters. Our personnel are well-trained, courteous, and have extensive experience utilizing various permitting software. (See resumes) Our staff will answer phones, calculate fees, accept applications and issue permits. They will also work well with building officials, City staff, and inspectors. VCA provides continuing education and training for all staff members to keep them at the forefront of knowledge, technology, and code development.

5. STAFFING FORM AND RESUMES

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Charles Russell	CBO/Project Manager	30
Janet Boydell	Vice President of Staffing & Asst. PM	22
Hue Luu	P.E./Director of Plan Review Services	25
Ken Toh	FPE – Fire Plan Check Services	20
Kimberly Ung	Sr. Permit Technician	10
Phil Nguyen	P.E./Plan Check Engineer	11

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

Name	Classification/Title	Years of Experience
Linnea Hernandez	Sr. Permit Technician	19
Gay Reece	Permit Technician	11
Ray Mehranpour	S.E./Plan Check Engineer	17
Jim Wong	P.E./Plan Check Engineer	13
Tom VanDorpe	S.E./President	20+
Danielle Roubian	Recruiter	3



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
 - Presenter 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 You're 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.



Hue Luu, P.E.

Director of Plan Check Services

Years of Experience 25+

RELEVANT PROJECT EXPERIENCE

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

EDUCATION & CERTIFICATIONS

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

EXPERIENCE

- Mr. Luu performs design calculations, supervises structural drawings for structures including residential, commercial, and industrial buildings, TI's, additions and remodels
- Expert on design reinforced concrete masonry, steel, wood frame, and tilt-up construction
- Extensive experience in the Plan Checking on parking structures, post tension slab and seismic upgrade and retrofit buildings to conform to current regulations of Division 88 Uniform Building Code
 - This experience also includes non-structural plan check and design on tenant improvement work on type A and B occupancies
- Prior experience includes designing metal buildings and service stations for Shell Oil, Unocal, and Thrifty Oil



Phil Nguyen, P.E.
Plan Check Engineer

Years of Experience

11 years / 3 years as Associate Plan Check Engineer

RELEVANT PROJECT EXPERIENCE

- International Code Council: Certified for Building Plans Examiner
- Bakersfield College: Certified of Specialization Building Codes and Related Codes.
- County of Kern – Plan Check for 7 years
- Over-the-Counter Plan Check and assistance

EDUCATION & CERTIFICATIONS

- BS Civil Engineering, Louisiana Tech University-Ruston, LA
- California Licensed Professional Engineer C-84706
- ICC Certified Plan Examiner
- State of California Engineer in Training-E.I.T.
- Adept at Electronic Plan Review

EXPERIENCE

- Thorough knowledge of California Building Standards Code, International Building Code, and Disable Accessibility requirements
 - Strong knowledge of Engineering Design Standards; ASCE 7, ACI 318, NDS, and AISC
 - Knowledgeable of Leadership in Energy and Environmental Design (LEED)
 - Perform comprehensive architectural and structural plan review for complex residential, commercial, and industrial projects to ensure that plans meet the requirements of building codes, State and Federal laws, and City/County regulations; makes corrections of deficiencies were required
 - Review structural calculations, engineering design methods, geotechnical reports, shop drawings, alternate materials use, and method of construction for accessibility per Code compliances.
 - Provide technical assistance to engineers, architects, contractors, other City/County personnel, and the public; interpret and explain requirements and restrictions relative to building codes, ordinances, regulations, policies, and procedures
 - Assists in researching and developing code changes or procedural changes to enhance customer services and permits related
 - Assist Building inspectors in resolving structural and other problems that arose in the field
 - Perform special inspections and special projects
 - Serve as liaison with other departments, organization, agencies and the public in answering questions, explaining technical problems, and resolving complaints



Ken Toh, FPE
Fire Protection Specialist

Years of Experience 20+

**RELEVANT PROJECT
EXPERIENCE**

- Over 20 years' experience in fire protection engineering including fire protection system design, building fire protection system plan review and fire prevention inspections of commercial and industrial buildings

**EDUCATION &
CERTIFICATIONS**

- Bachelor of Science, Oklahoma State University – Mechanical Engineering
- Masters of Science, Oklahoma State University, – Mechanical Engineering
- Extension Courses in Fire Protection, University of California, Los Angeles, California
- Registered Fire Protection Engineer
- Certified Fire Code Inspector

EXPERIENCE

- Over 20 years of experience in reviewing fire protection systems consisting of:
 - Fire and life safety codes and NFPA standards
 - Fire pumps
 - Standpipe systems
 - Fire alarm systems
 - Fire hydrants
 - Automatic fire sprinkler systems
 - Engineered fixed-extinguishing systems
 - Smoke detection and smoke control systems
 - Communications systems
- Performs proof hydraulic analysis and engineering calculations
- Executes highly technical fire prevention inspections of commercial and industrial buildings and places of public assembly which include checking for proper occupancy classification and use of buildings, and ensuring the required means of egress and fire resistive construction
 - Conducts field inspections of existing and new construction
 - Provides technical assistance to contractors, architects, engineers, developers and the public in planning, design and installation of life safety and fire protection systems
 - Provides technical assistance in proper handling and storage of flammable and combustible liquids, compressed and liquefied flammable gasses, explosives, corrosives, oxidizers, reactive and toxic materials
 - Experienced in evaluation to ensure that the existing fire protection systems are adequate for the type of occupancy and the use of the buildings, and evaluation to ensure that the proposed fire protection systems for the buildings meet the requirements of the Uniform Fire Code, Uniform Building Code and NFPA standards
 - Advises on fire alarm systems, fire extinguishers, and automatic fire sprinkler systems, including recommendation on placement, handling, and installation.



Kimberly Ung
Years of Experience 10+

SKILLS & CERTIFICATIONS

- ICC Permit Technician
- Over 11 years' experience as a municipal Permit Technician
- Knowledgeable of municipal permits and building codes.
- Understanding of blueprints.
- Minor plan checks
- Utilized software such as: Acela (Permits Plus), DAPTS, and Energov

EDUCATION

- College Coursework – Antelope Valley College

OTHER

- Previous experience includes over 10 years in Electronic Sales

EXPERIENCE

- **County of Los Angeles Department of Public Works | Contract Building Services Technician**
 - Serving customers and County building inspectors to ensure accuracy and compliance for projects in unincorporated Los Angeles County and its contracted Cities.
 - Work cooperatively with citizens, property owners, contractors, architects, County and State agencies/ departments for issuance of permits and accurate completion of the review process.
 - Perform research and interpretation.
 - Document management including the indexing of historical job jackets and records including aperture cards, microfiche rolls and paper copies.
 - Receive, reconcile and deposit cash and check payments for multiple jurisdictions and agencies simultaneously.
 - Increasingly responsible for multitude of front and back office duties, including assistance in training of new employees.
 - Innovation and implementation of new software, policies, and procedures to streamline efficiency.
- **City of Lancaster | Building Services Technician**
 - Answer inquiries and complaints from contractors, architects and the public related to regulations for building and housing construction, California Title 24 requirements, and adopted city ordinances; Prepare all documentation for projects from submittal through finalization and Certificate of Occupancy.
 - Process permits requests and review applications; make preliminary review of plans and blueprints; Minor residential plan check: pools / patios / solar.
 - Check commercial, industrial and residential development plan submittals to determine compliance with requirements; verify City business licensing, insurance, and contractors' licenses; Receive, reconcile and deposit cash, check and credit card payments.
 - Work cooperatively with citizens, property owners, contractors, architects, and City departments to resolve questions regarding plan check, inspection, permit fees & issuance, and policies.



6. QUALIFICATIONS OF FIRM AND KEY STAFF

1. **Introduction & Firm Profile:** VCA is a California Corporation is owned by Tom VanDorpe, S.E. Headquarters located in Orange and other office in Oakland, CA. VCA has performed over 50,000 building plan reviews for more than 25 Southern California jurisdictions. Our leadership has a professional background as licensed engineers and certified building officials. VCA understands the diverse needs of the City of Costa Mesa related to the enforcement of the State of California and City codes. Our reputation for plan review and staffing services is strong and we bring excellent references who will attest to the depth and breadth of our experience and qualifications.
2. **Staff and Expertise:** VCA and its professional staff bring an extensive plan review for any type of structure, fire plan review expertise, building inspection, permit technicians, and other functionalities that the City can rely on and be assured that our knowledge of current California Building Codes and compliance with Municipal Code requirements will be strictly enforced.
 - a. **The qualifications:** of our staff include licensed professionals and ICC certified employees capable of evaluating any type of structure or occupancy including architectural, structural, electrical, plumbing, mechanical, fire, energy, and disabled access requirements for residential and non-residential projects. Resumes of key personnel are included and each has acquired the expertise and knowledge to provide a full range of services.
 - b. **Council Meetings:** The project manager and other VCA staff are available to meet with or make presentations to the City Council as needed. In addition, VCA staff may be available to testify regarding code-related issues as needed.
 - 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. Notably, VCA has provided more technical presentations related to Sustainability, ADA and Structural Building Code development than other like firms.
 - d. **Communication with City Staff and Applicants:** As practicing building officials and engineers, we understand the struggle experienced by applicants striving to meet the growing demands of the building code. VCA and its staff have been well-trained about how to work with applicants and City staff to help them understand codes requirements.



- e. **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)
- f. **Training and Code Knowledge:** VCA has earned a strong reputation for conveying highly technical building regulations into common-sense, best-practice solutions that are greatly appreciated. VCA's staff is sought-after speakers and trainers. Participants in our informative seminars include building officials, architects, engineers, homeowners, and local shop keepers. Our qualifications are most notably seen through the respect we have earned among building officials and industry professionals, many of whom reach out to us for understanding and clarity of various codes.
- g. **Pending Litigation:** There is no pending litigation. VCA will provide an updated insurance certificate should we be awarded the contract.

3. Plan Review Staff and Expertise: VCA and its' professional staff bring extensive years of experience in building and fire plan check services. And our plan checkers will learn each of the City's ordinances and ensure compliance for each plan review.

- a. **Our Plan Check Engineers** are CA licensed professional engineers and are ICC Certified Plans Examiners. The City may rely upon and be assured about our knowledge of, and compliance with, all current state building code requirements, as well as compliance with all City ordinances. VCA's licensed professionals are capable of reviewing plans for any type of structure: architectural, structural, mechanical, electrical, plumbing, fire, green building, landscape and grading, as well as disability access requirements.



- b. **All of our Fire Plan Check Engineers** are CA licensed Fire Protection Engineers (FPA). Others are licensed professional engineers and ICC Certified Plans Examiners. The City may rely upon and be assured about our knowledge of, and compliance with, all current state fire and building code requirements, as well as compliance with all City ordinances. VCA's licensed professionals are capable of reviewing plans for any type of structure: architectural, structural, mechanical, electrical, plumbing, fire, green building, landscape and grading, as well as disability access requirements.



c. **Our Fire Systems Inspectors** are California Fire Code Certified inspectors and members of the California Automatic Fire Alarm Association, CAFAA and the Automatic Fire Alarm Association, AFAA, and Society of Fire Protection Engineers, SFPE. Our inspectors are capable of reviewing rough-in sprinkler and alarm systems, pull station testing, hood and bucket testing, and essential duties for any type of facility. Our inspectors are well-trained and courteous.

4. Permit Technicians who are ICC Certified, knowledgeable about codes and procedures. They are well-trained to work at a City county to assist applicants with permitting needs. They are courteous and understand they must be an extension of the City staff by treating people with respect and courtesy.

NAMES OF KEY STAFF AND QUALIFICATIONS

Name	Qualifications – Licenses/Certifications	Type of Review/Insp Work	Years of Exp.	Office Loc.
Thomas VanDorpe	Registered Structural S-4611 Registered Civil Engineer ICC Certified Building Plans Examiner	President	20+	Orange
Charles Russell	ICC Certified Building Official ICC Certified Plans Examiner ICC Certified CALGreen Plans Examiner ICC Certified CALGreen Building Examiner	Building Official/ Sr. VP Project Manager	30	Orange
Hue Luu	Registered Civil Engineer C-66754 ICC Certified Plans Examiner	Director of Plan Check Services	25	Orange
Phil Nguyen	Registered Civil Engineer C-84706 ICC Certified Plans Examiner	Plan Check Engineer	11	Orange
Ken Toh	Registered Fire Protection Engineer – California	Plan Review	20	Orange
Shari Miller	Certified CA Fire Code Inspector #500240-00/CFC0031.10; PC 832 Certified	Inspector	20	Orange
Kimberly Ung	ICC Certified Permit Technician	Permit Tech	10	Orange
Linnea Hernandez	ICC Certified Permit Technician	Sr. Permit Tech	19	Orange
Janet Boydell	Expert recruiter and author of two books about hiring. Provides staffing services for any type of function for jurisdictions.	Vice President & Assistant PM	22	Orange
Danielle Roubian	Recruiter. Experienced generalist in finding contract employees for any city position.	Recruiter	3	Orange
Sub-consultants:				
Terry McLain	CASp Certified Access Specialist (CASp)	AIA/CASp Expert	15 years	Orange



REFERENCES



City of San Marino
Aldo Cervantes, CBO
2200 Huntington Dr.
San Marino, CA 91108
(626) 300-0700
dsaldana@cityofsanmarino.org

**Building Department & Staffing
Plan Review & Fire
Inspection
Planning Services (AICP)
Fire Sprinklers
Staffing and Inspection Services
(Providing services since 1997)**



City of Laguna Beach
Dennis Bogle, CBO
361 Forest Avenue, Suite 200
Laguna Beach, CA 92651
(949) 497-0336

**Plan Review Services
Building Inspection
Permit Processing Staff
Current: Staffing as-needed
(Providing services since 2005)**



County of Los Angeles
Joshua Hussey & Mazen Dudar
District Engineer – La Puente Office
Building and Safety Division
Los Angeles County Department of Public
Works
jhussey@dpw.lacounty.gov
mdudar@dpw.lacounty.gov
626 961-9611

**Plan Review
Building Inspection
Permit Processing Staff
Staffing as-needed
(Providing services since 2010)**



**City of San Gabriel Fire
Department**
Art Stafford,
Fire Captain/Deputy Fire Marshal
1303 S. Delmar Ave.
San Gabriel, CA 91776
(626) 308-2883
astafford@sgfd.org

**Building and Fire Departments
Plan Review and Staffing
(Providing services since 2015)**



City of West Hollywood
Cynthia Zabala, Acting Building Official
Building & Safety Dept
8300 Santa Monica Blvd., 2nd Floor
West Hollywood, CA 90069-4314
czabala@weho.org
(323) 848-6475

**Building Plan Review
and Staffing Services
(Providing services since 2014)**



County of Orange
Hadi Tabatabaee, CBO
333 W. Santa Ana Blvd.
Santa Ana, CA 92701
(714) 667-8843
Hadi.Tabatabaee@ocpw.ocgov.com

**Full Building Department
Fire Protection Plan Review
Staffing and Inspection Services
Engineering Plan Review
(Provided Services Since 2006)**



ATTACHMENT B: COST PROPOSAL

7. A. COST PROPOSAL: HOURLY RATES

PLAN CHECKING AND PERMIT PROCESSING SERVICES

Job Title	Hourly Rate	Overtime rate
Plans Examiner	\$95.00	\$142.50
Plan Check Engineer	\$100.00	\$150.00
Chief Plans Examiner (Supervisor)	\$120.00	\$180.00
Permit Processing	\$60.00	\$90.00
Permit Technician I and II	\$60.00	\$90.00
Fire Plans Examiner	\$100.00	\$150.00

Total Estimated Hourly Range \$95.00 to \$180.00

7. B. COST PROPOSAL: PLAN REVIEW FEES

Full Plan Check

Percentage of Fees Collected **65%**
 Hourly Rate \$105.00

Expedited Plan Check (two scenarios)

1. The City's current process allows applicants to negotiate timeframes and fees with consultants. VCA's standard fee would be a percentage of fees collected at the rate of 65%, if a 4th review is needed, that would be completed at the hourly rate of \$125.00. However, VCA is open to negotiating fees with the applicants as related to expedited plan requests.

2. Modified procedures: should the City change the way it administers expedited plan Review, then VCA will comply with the changes and adhere to the specified percentage of the Surcharged fee imposed by the City. And VCA will comply with the ½ time turnaround time.

Non-Structural

Percentage of Fees Collected **50%**

Structural

Percentage of Fees Collected **50%**
 Hourly Rate \$105.00

MEP Plan Check Submittal

Percentage of Fees Collected for Electronic Submittal **50%**
 Hourly Rate \$95.00



Turnaround Times for Plan Review Services

Turnaround Times are working days

Scope	1 st review	2 nd review	3 rd review	4 th + Review
Large commercial	20 days	15 days	10 days	Hourly rate
Light commercial	14 days	5 days	7 days	Hourly rate
Multi-family	20 days	15 days	10 days	Hourly rate
Residential	7 days	5 days	5 days	Hourly rate
Tenant improvements	10 days	7 days	5 days	Hourly rate
Expedited Plans (1/2 time)	10 days	7 days	5 days	Hourly rate
Revisions to approved plans	10 days	7 days	5 days	Hourly rate
New electrical	10 days	7 days	5 days	Hourly rate
New mechanical	10 days	7 days	5 days	Hourly rate
New plumbing	10 days	7 days	5 days	Hourly rate
Residential improvements	7 days	5 days	5 days	Hourly rate
Notes: <ol style="list-style-type: none"> 1. Turnaround times indicated are based on general experience with similar scopes. 2. Projects with unique or unusual characteristics may be individually negotiated. 3. The first three plan checks are included in the initial percentage fee rate. In cases where the applicant is continually non-responsive, plan review efforts that beyond the third check will be performed at the Special Hourly Rate as stated. 4. VCA Code will comply with all state and local amendments provided by the City. 5. VCA shall provide plan check review services expeditiously with the City's request. 6. VCA will arrange pick-up and delivery of plans at no additional fee to the City. 				
VCA shall maintain the cost proposal at the same rates for the first two years.				

Mileage Fees: Based on current IRS mileage rates. Currently \$.535.



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