

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
JASON ADDISON SMITH CONSULTING SERVICES, INC. DBA JAS PACIFIC**

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 JASON ADDISON SMITH CONSULTING SERVICES, INC., a California corporation DBA JAS PACIFIC ("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:

JAS Pacific
P.O. Box 2002
Upland, CA 91785
Tel: (909) 605-7777
Attn: Christine Champany

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.

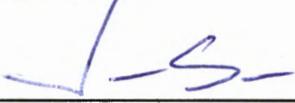
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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: 09/06/2017

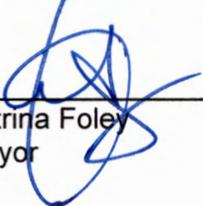
J. ADDISON SMITH, CEO

[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: 09/20/17

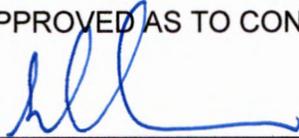
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/19/17

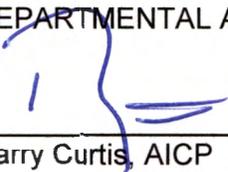
APPROVED AS TO CONTENT:



Issam Shahroui
Project Manager

Date: 9.18.17

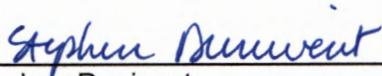
DEPARTMENTAL APPROVAL:



Barry Curtis, AICP
Economic and Development Services
Director

Date: 9.12.17

APPROVED AS TO PURCHASING:



Stephen Dunivent
Interim Finance Director

Date: 9.20.17

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A
SCOPE OF WORK
For
INSPECTION SERVICES

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

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

A. Inspection Services for Building Division

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

- Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
- Recognize and require soil tests where evidence indicates soil instability.
- Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
- Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
- Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
- Utilize City electronic and paper files to research related and/or previous cases.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Testify in court, if necessary.
- All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

B. Inspection Services for Code Enforcement

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

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

C. Inspection Services for Fire Department

- Provide inspection services to assure that construction complies with approved plans and is in compliance with the most recently adopted codes, policies, and procedures.
- Perform inspections on commercial, industrial, and residential construction projects to determine compliance with appropriate fire prevention codes, regulations, and standards, including all local and state requirements.
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
- Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
- Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
- Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
- Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
- Utilize City electronic and paper files to research related and/or previous cases.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Testify in court, if necessary.
- Provide other duties as approved by the Fire Chief.
- All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

EXHIBIT B
CONSULTANT'S PROPOSAL



JAS

Prepared for:
City of Costa Mesa

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

Proposal Submission: **May 3, 2017**

May 1, 2017

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

RE: Request for Proposals to Provide Inspection Services

Dear Mr. Fuentes:

Please accept this Proposal as prepared for the City of Costa Mesa (City) for Inspection Services, as submitted by JAS Pacific to be valid for a period of not less than 180 days from the date of submittal.

Founded and incorporated in California in 1993, JAS Pacific is a full-service comprehensive provider in building and safety services, including plan check, inspection, permit center and public information counter, clerical assistance, full department management and administration, urban planning and public works, and specialized management services. JAS Pacific is prepared to provide the City with building official services, for the City's Building and Safety Services Department. Through contracting with JAS Pacific for these services, the City will maintain its building standards throughout the community thus ensuring compliance and minimize liability and risk factors. Additionally, JAS Pacific will provide said services in a responsive, cost-effective manner, not compromising thorough customer service to the City, its residents, businesses, and developers.

With the management team possessing over 140 collective years of experience, JAS Pacific provides each city, town, or county with a tailored service program to meet their needs. JAS Pacific has a multitude of resources from which the City will benefit from. We employ nearly 100 professionals, of which are assigned out of our Corporate Office in Upland, CA, with valuable experience from a number of disciplines; including certified code enforcement officers, building inspectors, permit technicians, building officials, plan reviewers, and qualified engineers.

JAS Pacific staff can make available to the City a broad offering of expertise in all areas of building and safety services. With a diverse team of in-house professionals, boasting a full breadth of experience in all levels of local government, JAS Pacific has a solid foundation allowing for efficient contract implementation and service delivery. We understand local governmental agencies, challenges faced, and lessons learned which has enabled us to develop methodologies and business practices allowing for the delivery of said services seamlessly and efficiently. The following pages detail our services, approach, staff and fee schedule. If you have any questions, as the assigned contact for the City, please contact me directly at (800)818-3677 so that I may assist you.

Respectfully,

Stuart Tom, PE, CBO

President
JAS Pacific
201 N. Euclid Ave. Suite A
Upland, CA 91786
Office : 909.605.7777
stuart@jaspacific.com



**VENDOR APPLICATION FORM
FOR
RFP No. 17-12 INSPECTION SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: JASON ADDISON SMITH CONSULTING SERVICES INC, DBA JAS PACIFIC

Contact Person for Agreement: CHRISTINE CHAMPANY

Corporate Mailing Address: PO BOX 2002

City, State and Zip Code: UPLAND, CA 91785

E-Mail Address: CHRISTINE@JASPACIFIC.COM

Phone: 909.605.7777

Fax: 909.605.0319

Contact Person for Proposals: STUART TOM, PE

Title: PRESIDENT

E-Mail Address: STUART@JASPACIFIC.COM

Business Telephone: 909.605.7777

Business Fax: 909.605.0319

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
J. ADDISON SMITH	CEO	909.605.7777
FADY MATTAR, PE	COO	909.605.7777

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: WILL OBTAIN UPON AWARD

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

City of Costa Mesa Business License Expiration Date: ----

TABLE OF CONTENTS

COMPANY EXPERIENCE.....	6
Organizational Structure.....	7
Principal Team.....	8
Principal Issues.....	13
QUALIFICATIONS.....	14
Local Clients.....	14
City Clients.....	15
County Clients.....	16
PROJECT SUMMARY.....	17
METHODOLOGY.....	19
Customer Service.....	19
Staff Augmentation Flow Chart.....	21
Inspection Procedures Flow Chart.....	22
STAFFING.....	23
REFERENCES.....	29
FINANCIAL CAPACITY.....	30
COST PROPOSAL.....	31
DISCLOSURE.....	32
SAMPLE AGREEMENT.....	32
REQUIRED FORMS.....	33

COMPANY EXPERIENCE

In a service-oriented industry, the demand and service levels for building and safety support services are dictated by an ever-fluctuating economy that affects all levels of government. Founded and incorporated in California in 1993, JAS Pacific has provided hands-on superior comprehensive building and safety services to 37 local and regional governmental entities addressing these needs.

With the management team possessing over 140 collective years of experience and a staff of nearly 100 qualified professionals from a number of disciplines, JAS Pacific provides each city, town, or county with a tailored service program including a sufficient labor commitment for both temporary and permanent staffing to meet their needs.



JAS Pacific is prepared to provide the City of Costa Mesa (City), Development Services, Building Division, with inspection services, including but not limited to, building, code enforcement and fire inspections as detailed in the request for qualifications. Through contracting with JAS Pacific for these services, the City will maintain its building standards throughout the community thus ensuring compliance and minimize liability and risk factors. Additionally, JAS Pacific will provide said services in a responsive, cost-effective manner, not compromising thorough customer service to the City, its residents, businesses, and developers.

Value Added Services

- ✓ Plan Review
- ✓ Inspection
- ✓ Permit Issuance
- ✓ Building Department Administration
- ✓ Code Enforcement
- ✓ Clerical Support
- ✓ Urban Planning and Public Works
- ✓ Specialized Management Services

Affiliations

- ✓ International Code Council
- ✓ California Building Officials
- ✓ County Building Officials Association of California
- ✓ International Assoc. of Plumbing & Mechanical Officials
- ✓ California Association of Code Enforcement Officers
- ✓ California Association of Building Energy Consultants
- ✓ Residential Energy Services Network
- ✓ National Fire Protection Agency

JAS Pacific proposes to assign Mr. Stuart Tom as the Project Manager and he will manage all aspects of the contract serving as the contact person for building and safety support services.

Mr. Tom is the president of JAS Pacific. Formerly, he was the Fire Marshal for the City of Glendale, California. Prior to this appointment, he served as Building Official for sixteen years, wherein he managed plan check/engineering, field inspections, and administration of the city's Building & Safety Division. He has been a registered engineer in the states of Washington and California for over 25-years, and is very active in code-development of Fire- and Life-Safety Standards at both the national and state levels. Mr. Tom has co-authored a number of provisions in the International Building Code as well as the California Building Code, California Residential Code, and California Fire Code. He currently serves in an influential capacity on a number of state-wide committees including the CALBO/CalChiefs Building and Fire Advisory Committee for which he is the past chair. Mr. Tom's contact information is:

Stuart Tom, PE, CBO
President

201 N. Euclid Ave. Suite A
Upland, CA 91786

Office : 909.605.7777
Cell: 805.749.7134
stuart@jaspacific.com

Organizational Structure

Understanding that the structure of an organization can have a major impact on project management, JAS Pacific's organizational structure is strategically balanced. Our management team boasts one of the most qualified and affluent building and safety administrations in the industry. Below is JAS Pacific's organizational chart demonstrating the organization of the contracting group.



Principal Team

JAS Pacific understands the importance of the role assigned staff take and their impact on the overall success in the delivery of with plan check and inspection services for the City. With a management team possessing over 160 collective years of experience, JAS Pacific boasts one of the most qualified and affluent building and safety administrations in the industry. Each principal team member will be fully accessible to the City. Below is a summary of the proposed principal team members who will be assigned to the City and assisting in the delivery of support services followed by their individual resumes.

Team Member	Education Licenses/Certifications	Work Performed
Stuart Tom, PE, CBO President Project Manager	International Code Council: Building Official, Building Plans Examiner State of California: Licensed Civil Engineer Education: Bachelor of Science, Civil Engineering	Over 30 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific – President • City of Glendale - Fire Marshal Building Official • City of Los Angeles Engineering Bureau Training Officer Structural Engineering Specialist Earthquake Division Leader
Fady Mattar, PE, CBO Chief Operating Officer	International Code Council: Building Official, Mechanical Inspector, Plumbing Inspector, Instructor State of California: Licensed Mechanical Engineer Education: Master of Science, Mechanical Engineering, Bachelor of Science, Mechanical Engineering	Over 40 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific – Chief Operating Officer • City of Long Beach Acting Director of Planning & Building Superintendent of Building & Safety • County of Los Angeles Asst Superintendent of Building District Engineer Section Head, Funding
Jack Leonard, PE, CBO Vice President	International Code Council: Building Official State of California: Licensed Civil Engineer Education: Bachelor of Science, Civil Engineering	Over 30 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific – Vice-President • City of Santa Monica – Building Director • JTLeonard Engineering – Engineer • City of Bakersfield – Building Director • Minner & Davis – Design Engineer • Boyle Engineering Corp. – Asst. Engineer
Larry Brugger, SE, CBO Director of Plan Review	International Code Council: Building Official State of California: Licensed Civil Engineer Licensed Structural Engineer Education: Bachelor of Science, Civil Engineering	Over 30 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific – Director of Plan Review • International Code Council – Gov't Liason • City of Long Beach – Building Official • City of Los Angeles Plan Review Engineer Director of Case Management Assistant Office Manager • Jacobs Engineering – Design Engineer

STUART TOM, PE, CBO, PRESIDENT

Responsibilities: Building and Safety Support Services

Building and Safety Work History

With over 30 years of public sector experience, Mr. Tom has thorough knowledge and expertise in various aspects of building and safety services along with fire services. As a State of California and Washington licensed civil engineer, an ICC certified building official and plans examiner, he has held positions such as Chief Building Official, Fire Marshal, Engineering Bureau Training Officer, Staff Engineer and Structural Engineering Specialist. As a building official, Mr. Tom Responsible for the oversight of engineering, inspection, and administrative activities for the third largest city within Los Angeles County. He directed all activities within the Permit Services Center including the review of development plans to ensure compliance with zoning, building, fire, traffic, and grading standards. As a Fire Marshal, Mr. Tom was responsible for oversight of fire- and life-safety standards necessary to protect the general population along with the management of Fire Engineering Division, which performs fire plan check and inspection for all new construction throughout the city. The department also administered programs related to hazardous and industrial waste management critical to protect the environment.

Due to his commitment to safety, Mr. Tom was selected as the state's Building Official of the Year by the California Building Officials Association in 2006, and as Building Official of the Year in 2009 by the California Fire Chiefs Association/Fire Prevention Officers. As a recognized expert in various fields of structural design and life-safety systems, Mr. Tom is the recipient of several other awards, including the CALBO President's Award in 2010, and he was inducted as a Fellow into the Institute for the Advancement of Engineering in. Mr. Tom's experience was acquired while employed with the following entities:

- **JAS Pacific** - President
- **City of Glendale, Fire Department** - Fire Marshal
- **City of Glendale, Building & Safety Department** - Building Official
- **City of Los Angeles, Department of Building and Safety** - Engineering Bureau Training Officer
- **City of Los Angeles, Department of Building and Safety** - Staff Engineer
- **City of Los Angeles, Department of Building and Safety** - Structural Engineering Specialist

Education / Professional Licenses and Certifications / Affiliation

University of California, Berkeley

Bachelor of Science, Civil Engineering

California Polytechnic University, San Luis Obispo

Master of Science, Civil Engineering

State of California

Licensed Civil Engineer

State of Washington

Licensed Civil Engineer

International Code Council

Certified Building Official

Certified Plans Examiner

Board of Directors

California Building Official

Fire Advisory Committee

Seismic Safety Committee

Building Official of the Year (2006)

President's Award (2010)

California State Fire Marshal

Core Advisory Committee

Height & Area Code Amendment Committee

WUI Committee

FADY MATTAR, PE, CBO, CHIEF OPERATING OFFICER

Responsibilities: Building and Safety Support Services

Building and Safety Work History

With over 40 years of public sector experience, Mr. Mattar has thorough knowledge and expertise in all aspects of building services. As a California licensed mechanical engineer, an ICC certified building official, instructor, and mechanical and plumbing inspector, he has held positions such as Mechanical Engineer, Chief Plumbing and Mechanical Inspector, and Supervising Mechanical Engineer. Mr. Mattar served as the Assistant Superintendent of Building for the Los Angeles County Department of Public Works from which he retired. Mr. Mattar's lengthy public works experience includes expertise in National Pollutant Discharge Elimination System (NPDES), and energy, mechanical, and plumbing reviews. Mr. Mattar has held several key positions with regulatory agencies and has been recognized by the California Building Standards Commission, ICC, IAPMO, and CALBO, among others, with many honors and awards. Following his retirement from Los Angeles County, Mr. Mattar served as the Superintendent of Building & Safety for the City of Long Beach for five years and currently the President of JAS Pacific. Additionally, Mr. Mattar has authored multiple ordinances that subsequently were adopted into the Model Code and the State of California Code in recognition of their value. He also authored the ICBO "Mechanical Code Applications Manual" and several chapters of the IAPMO "Uniform Mechanical Code Illustrated Training Manual." Mr. Mattar's experience was acquired while employed with the following entities:

- **JAS Pacific** - Chief Operating Officer
- **City of Long Beach, Planning and Building Department** - Acting Director of Planning & Building
- **City of Long Beach, Planning and Building Department** - Superintendent of Building and Safety
- **Los Angeles County, Building and Safety Division** - Assistant Superintendent of Building
- **Los Angeles County, Building and Safety Division** - District Engineer, Bellflower Regional Office
- **Los Angeles County, Public Works, Planning Division** - Section Head
- **Los Angeles County, Building and Safety Division** - Mechanical Section, Engineer
- **Los Angeles County, Public Works, Waterworks Division** - Mechanical Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Bachelor and Master of Science, Mechanical Engineering (with honors)

John F. Kennedy School of Government, Harvard University
Graduate of the Senior Executives, State and Local Government Program

State of California
Licensed Mechanical Engineer

International Code Council
Certified Building Official
Certified Mechanical Inspector
Certified Plumbing Inspector
Certified Instructor

California Building Official
Educator the Year Award (2004)
Residential Mechanical Code Committee

California Building Standards Commission
Past Vice Chair

JACK LEONARD, PE, CBO, VICE PRESIDENT

Responsibilities: Building and Safety Support Services

Building and Safety Services History

With over 30 years of experience, Mr. Leonard has a strong combination of both private and public sector expertise in building services. As a California licensed civil engineer and ICC certified building official, he has held positions such as Assistant Engineer, Design Engineer, Plan Review Engineer, Building Director, and Building Official. Mr. Leonard served as the Building Director for the City of Bakersfield from which he retired after over 16 years of service. Mr. Leonard's lengthy experience includes expertise in building structural, building life safety, mechanical, plumbing, and electrical reviews. He was responsible for the development and implementation of department policy; managed, organized, and oversaw the acquisition of personnel; directed the development and implementation of annual budget.

Mr. Leonard also chaired and participated as a member of the Board of Zoning Adjustment; acted as the Public Hearing Officer for Code Enforcement Hearings and Animal Control Appeals Board; represented the Building Division at City Council meetings, Planning Commission meetings, Board of Building Appeals hearings, Accessible Appeals Board hearings, and at civil and criminal court proceedings. Another key area of responsibility was the interpretation and enforcement of California Building codes, laws, ordinances and regulations and the calculation and development of fee structures for building divisions. Having managed several types of building departments at different levels in the public sector, Mr. Leonard has acquired the ability of quickly and efficiently assessing service levels and needs. While with JAS Pacific, Mr. Leonard has served as the Building Official for the City of Hermosa Beach and as the Building and Safety Director for the City of Santa Monica. Additionally, Mr. Leonard has authored multiple ordinances that subsequently were adopted into the State of California Building Code. Mr. Leonard's experience was acquired while employed with the following entities:

- **JAS Pacific** - Vice President
- **City of Santa Monica, Building Department** - Building Director
- **JT Leonard Engineering** - Structural Engineering Consultant
- **City of Bakersfield, Development Services Department** - Building Director/Plan Check Engineer
- **City of Bakersfield, Public Works Department** - Design Engineer I & II
- **Minner & Davis Structural Engineering** - Design Engineer
- **Boyle Engineering Corporation** - Assistant Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Fresno
Bachelor of Science, Civil Engineering

International Code Council
Certified Building Official

State of California
Licensed Professional Civil Engineer

International Conference of Building Officials
San Joaquin Chapter – Past President

State of Arizona
Licensed Professional Civil Engineer

American Society of Civil Engineers
Member

LARRY BRUGGER, SE, PE, CBO

Responsibilities: Building and Safety Support Services

Building and Safety Work History

Over 33 years of experience as a building official, director of case management that dealt with larger projects, assistant office manager handling a large field office with plans examiners, inspectors and permit technicians, chief of earthquake safety division, code adoption engineer and plans examiner reviewing and analyzing plans with an emphasis in structural, architectural, and accessibility projects. He is experienced in plan review against the California Building Code And California Residential Code. Mr. Brugger has extensive expertise of engineering principles as they relate to design and calculations of loads and forces. He has been responsible for the preparation of comprehensive correction lists for structural, building accessibility and fire life safety for the firm. He provides technical and procedural assistance to architects, engineers and contractors pertaining to building construction and related activities. Mr. Brugger acquired his experience while employed with the following entities:

- **JAS Pacific** - Director of Plan Review
- **International Code Council** - Director of Government Relations
- **City of Long Beach, Planning and Building Department** - Building Official
- **City of Long Beach, Planning and Building Department** - Supervising Plan Check Officer
- **City of Los Angeles, Department of Building and Safety** - Building Director/Plan Check Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University

Bachelor of Science, Civil Engineering

State of California

Licensed Civil Engineer

Licensed Structural Engineer

Interantional Code Council

Certified Building Official

Structural Engineers Association of California

President (2004)

Board of Directors (1990-1996)

American Society of Civil Engineers

Co-Chair (2007)

International Conference of Building Officials

ES Evaluation Committee

Accreditation Committee

Enforcers Guide to Performance Designs

Developers of Performance Building Code

Principal Issues

JAS Pacific delivers all services in an adaptive, tailored, and responsive approach and clients' needs shape their service programs. With a diverse team of in-house professionals, boasting a full breadth of experience in all levels of local government, our team possesses extensive accreditation and affiliation with various clients by providing services defined within the scope of work and services that go above and beyond. The following table details our principal staff's involvement with JAS Pacific clients that are outside the scope of work.

Project Manager	Client	Services Provided Outside of Scope
Stuart Tom, PE, CBO (Issues assigned: 8)	Various clients	<ul style="list-style-type: none"> • Provided on site training for code adoption process including the authoring of ordinances and council presentations.
Fady Mattar, PE, CBO (Issues assigned: 10)	County of Los Angeles	<ul style="list-style-type: none"> • Provided technical guidance on various high profile plumbing & mechanical projects.
	City of Yorba Linda	<ul style="list-style-type: none"> • Authored code adoption ordinances, presented to Council and provided further explanation.
	City of Beverly Hills	<ul style="list-style-type: none"> • Authored code adoption ordinances, presented to Council and provided further explanation. • Provided technical guidance on various high profile plumbing & mechanical projects.
	County of San Bernardino	<ul style="list-style-type: none"> • Provided weekly on site training for new code cycle • Provided department evaluation, improvement measures and implementation.
	City of Santa Monica	<ul style="list-style-type: none"> • Provided department evaluation, improvement measures and implementation.
Larry Brugger, SE, CBO (Issues assigned: 3)	City of Yorba Linda	<ul style="list-style-type: none"> • Prepared and presented division budget to department management.
	City of Long Beach	<ul style="list-style-type: none"> • Provides structural guidance on various high rise and high profile projects.
	County of Los Angeles	<ul style="list-style-type: none"> • Provides structural guidance on various high rise and high profile projects.
Jack Leonard, PE, CBO (Issues assigned: 9)	City of Santa Monica	<ul style="list-style-type: none"> • Provides weekly guidance on various issues. • Provided department evaluation, improvement measures and implementation.
	City of Arvin	<ul style="list-style-type: none"> • Provided department evaluation, improvement measures and implementation.
	County of San Bernardino	<ul style="list-style-type: none"> • Provides weekly guidance on various issues. • Provided department evaluation, improvement measures and implementation.

QUALIFICATIONS

Because of our reputation and expertise, JAS Pacific is both organizationally and financially sound. Below is our detailed clientele base demonstrating our experience, including both long-term and new clients, for which we perform work of similar nature as proposed for the City. Our clientele is indicative of our extensive experience, competence, strength, stability, and staffing capability. We have a long-standing reputation of excellent customer service and accuracy in the completion of services with the entities we serve including the cities of Yorba Linda, Irvine and the County of Orange to name a few. The following tables details these clients and the services we provide.

Local Clients

CITY OF IRVINE, CALIFORNIA

COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING & SAFETY

Contract Services: Building Inspection, Code Enforcement, Permit Issuance, Plan Review

Contract Period: 2010 to Present

JAS Pacific currently provides building inspection, code enforcement, permit issuance, and plan services for the City's Building and Safety Department. Services include residential, industrial, and commercial inspections and plan review services.



COUNTY OF ORANGE, CALIFORNIA

COMMUNITY DEVELOPMENT DEPARTMENT

Contract Services: Building Inspection, Plan Review

Contract Period: 2015 to Present

JAS Pacific currently provides plan review services and has provided as needed building inspection as a subconsultant, to the County's Community Development Department ensuring compliance with all applicable building laws.

CITY OF YORBA LINDA, CALIFORNIA

COMMUNITY DEVELOPMENT DEPARTMENT

Contract Services: Building Official, Building Inspection, Permit Issuance, Plan Review

Contract Period: 2005 to Present

JAS Pacific currently provides temporary building official administrative services as well as on-going building inspection, plan review and permit issuance to the City's Community Development Department ensuring compliance with all applicable building laws.



City Clients

City of Anaheim: 2015 to Present - Stuart Tom Inspection, Plan Review
City of Arroyo Grande: 2003 to Present - Fady Mattar Inspection, Permit Technician
City of Arvin: 2004 to Present - Jack Leonard Inspection, Building Official, Plan Review, Permit Technician
City of Beverly Hills: 2006 to Present - Fady Mattar Inspection, Plan Review, Code Enforcement, Permit Technician
City of Cathedral City : 2002 to Present - Jack Leonard Inspection
City of Culver City: 2009 to Present - Stuart Tom Plan Review
City of El Segundo: 2007 to Present - Stuart Tom Inspection, Permit Technician
City of Glendale: 2013 to Present - Stuart Tom Inspection, Plan Review
City of Grover Beach: 2002 to Present - Fady Mattar Inspection, Building Official, Code Enforcement, Plan Review
City of Guadalupe: 2003 Present - Fady Mattar Inspection, Code Enforcement, Building Official, Public Works
City of Huntington Beach: 2011 to Present - Jack Leonard Inspection, Plan Review
City of Industry: 2016 to Present - Fady Mattar Inspection
City of Irvine: 2010 to Present - Fady Mattar Inspection, Code Enforcement, Plan Review, Permit Technician
City of Laguna Hills: 2006 to Present - Jack Leonard Inspection, Code Enforcement, Plan Review
City of Long Beach: 2009 to Present - Larry Brugger Inspection, Plan Review
City of Palmdale: 2013 to Present - Fady Mattar Inspection, Plan Review

City of Pasadena: 2013 to Present - Stuart Tom

Inspection, Permit Technician

City of Pico Rivera: 2008 to Present - Larry Brugger

Inspection, Building Official, Code Enforcement, Plan Review, Permit Technician

City of Rancho Cucamonga: 2013 to Present - Jack Leonard

Plan Review

City of San Marcos: 2014 Present - Fady Mattar

Inspection

City of Santa Clarita: 2008 to Present - Fady Mattar

Inspection, Plan Review, Permit Technician

City of Santa Monica: 2002 to Present - Jack Leonard

Inspection, Building Official, Code Enforcement, Plan Review, Permit Technician

City of Selma: 2013 to Present - Jack Leonard

Inspection

City of Taft: 2014 to Present - Jack Leonard

Plan Review

City of Vernon: 2014 to Present - Stuart Tom

Inspection, Plan Review

City of Wasco: 2013 to Present - Jack Leonard

Inspection, Permit Technician

City of Yorba Linda: 2002 to Present - Larry Brugger

Inspection, Building Official, Plan Review, Permit Technician

County Clients

County of Los Angeles: 2002 to Present - Fady Mattar

Inspection, Code Enforcement, Plan Review, Permit Technician

County of Orange: 2012 to Present - Stuart Tom

Inspection, Plan Review

County of Riverside: 2014 to Present - Fady Mattar

Inspection, Plan Review

County of San Diego: 2014 to Present - Jack Leonard

Inspection, Code Enforcement

County of San Bernardino: 2014 to Present - Jack Leonard

Inspection, Building Official, Plan Review

PROJECT SUMMARY

JAS Pacific is prepared to provide the City with seamless quality inspection services within exceptional timeframes. Our service procedures are thorough meeting all expectations including great customer service and efficient response times, without compromising quality. As part of JAS Pacific's overarching goal to attain customer satisfaction, a tailored service delivery system is developed, service models are effective and efficient, and procedures adapted to meet the City's requirements. We are confident that we can accommodate the City's financial needs as well as provide the desired level of customer service. Additionally, because of our available resources, we have the ability to alter the levels and types of service to address increased workloads and customer needs.

JAS Pacific Services	City Benefits
Personnel	Superior Level of Service
Expertise	Consistent Code Application
Staffing Resources	Flexibility to Meet Various Levels of Demand
Contract Costs	Expenses are Consistent with Revenues

JAS Pacific will ensure that all structures are equal to or exceed the applicable City, State, and Federal regulations. JAS Pacific understands the City's needs and we have the resources to provide timely deployment. With limited City resources, contracting with JAS Pacific will afford the City more flexibility in the allocation of such resources. Assigned personnel will provide building and safety support and related services as-needed ensuring compliance with the most recent adopted version of California Building Codes, including the following:

- ✓ California Residential Code
- ✓ California Green Building Code
- ✓ California Mechanical Code
- ✓ California Plumbing Code
- ✓ California Electrical Code
- ✓ California Code Regulations: Title 19
- ✓ State Title 25
- ✓ NFPA 13/13R/13D
- ✓ California Health & Safety Code
- ✓ FRAP/SRA/LRArd
- ✓ California Government Code
- ✓ Local Ordinances

Acting on behalf of the City, JAS Pacific will provide superior levels of customer service, consistent code application, and develop seamless working relationships with City staff. Contracting with JAS Pacific will provide the City with a cost-effective alternative to a fully internally staffed department and allow the City to focus on other critical municipal matters. JAS Pacific will perform applicable functions as an extension of City staff and will follow all City procedures and directives. JAS Pacific understands the importance of excellent customer service not only to the City but to the clients we serve. We strive to meet and exceed all client expectations and we will create a cooperative work environment with the City and the clients we serve. Staff will not only identify building code issues within the plans, but also will address the big picture and offer helpful suggestions to reach life-safety and code compliance standards. JAS Pacific will support the City in attaining its goal of providing timely, efficient, and effective services. Our understanding to the proposed services is detailed in the chart below.

Team Member – Duties & Responsibilities

The following table details the duties and responsibilities of inspection staff in their respective specialty.

Building Inspector	<ul style="list-style-type: none">• Perform inspections to ensure compliance with all aspects of building, zoning, and municipal codes and regulations governing new and existing construction involving any combination of the following: installation and operation of electrical systems and allied equipment; plumbing, heating, and mechanical installations; building construction, alteration, repair; and housing compliance investigation.• Duties also include enforcement of all applicable mandated regulations; and performs related duties as required
Code Enforcement	<ul style="list-style-type: none">• Performs responsible field inspections and office-related work associated with the enforcement of municipal property maintenance, land use, sign, business tax ordinances, Group Home Ordinance, Health and Safety Code or other pertinent regulations• Investigates complaints related to possible code violations; develops evidentiary support for abatement actions when appropriate and performs related duties as required.
Fire Inspector	<ul style="list-style-type: none">• Performs inspection services on commercial, industrial and residential projects to determine compliance with appropriate fire prevention codes, regulations and standards.• Prepare inspection notices of non-compliance on incorrect construction methods or materials; confer with contractor regarding construction methods regarding corrections.• Maintain records of non-complying items and follow up to achieve resolution.
CASp Inspector	<ul style="list-style-type: none">• Provide technical evaluation of industrial and commercial structures during new construction and alteration to ensure compliance with accessibility requirements.
Building Official	<ul style="list-style-type: none">• This position is the designated Building Official of the city and is responsible for the administration and interpretation of the Municipal Code and exercises formal supervision over the professional and technical staff members and formal or functional supervision over the clerical staff. Responsibilities require initiative and judgment in the day-to-day operations of the division.

METHODOLOGY

JAS Pacific has provided municipal support services for 24 years in California and has a solid foundation allowing for efficient contract implementation and service delivery. Our strong presence in the region offers the strength, stability, experience, and technical competence that are desired of a contractor of inspection services. We understand local governmental agencies, challenges faced, and lessons learned which has enabled us to develop methodologies and business practices allowing for the delivery of said services seamlessly and efficiently. The City will benefit from our successes through contracting with JAS Pacific for the requested services.

Customer Service

We strive to meet and exceed all client expectations and we will create a cooperative work environment with the City and the clients we serve. Staff will not only identify building code issues within the plans, but also will address the big picture and offer helpful suggestions to reach life-safety and code compliance standards. JAS Pacific will support the City in attaining its goal of providing timely, efficient, and effective services.

Quality Control

JAS Pacific prides itself in the technical capabilities of its staff members and we take a multi-faceted approach to ensuring the quality of work provided to our clients. Quality control is addressed at three different levels including staff work performance, administrative oversight, and customer satisfaction. To ensure satisfactory staff work performance and work product quality, staff is encouraged to consult with other staff members on various code-related or jurisdictional topics, seek advice on unique or complex projects, look for specific areas of expertise, and/or learn the new code requirements.

Administrative oversight is also provided which involves our principal staff maintaining a close working knowledge of the product that our staff provides in order to make sure that their work is of the highest quality through periodic work sampling. Additionally, periodic meetings are held to review their progress and the client's needs. Our administrative staff is also highly trained on up-to-date industry methods in their respective area of expertise.

Lastly, quality control is addressed through ensuring customer satisfaction. Any issues or complaints are handled immediately upon receipt. The process leading up to resolution is monitored to ensure a satisfactory outcome and processes are followed to prevent a reoccurrence.

Communication

JAS Pacific believes that effective communication at all levels is a key component to our partnership with the City. Our staff is trained and understands that establishing and maintaining professional working relationships with the City is essential to our success. Staff will attend all meetings as necessary and respond to inquiries by the City, applicants, or other stakeholders promptly and within a 24 hour period. Our general approach to ensuring this includes:

- ✓ Project Manager – Oversees services being provided to the City, maintains close liaison with City staff as well as our assigned staff ensuring overall satisfaction as well as understanding of outstanding assignments. Manages the assignment of all projects to ensure a balanced and manageable workload.

- ✓ Inspectors – All assigned staff possess the necessary interpersonal skills required to ensure successful and productive working relationships. All staff maintain open and on-going communication with City staff, applicants, officials, and other stakeholders collaborating to ensure customer satisfaction. Staff report out to the Project Manager regularly to ensure all expectations and deadlines are met.
- ✓ Management – Available to provide the City with all the necessary support to meet staffing, reporting, and accounting needs.

Project Schedule

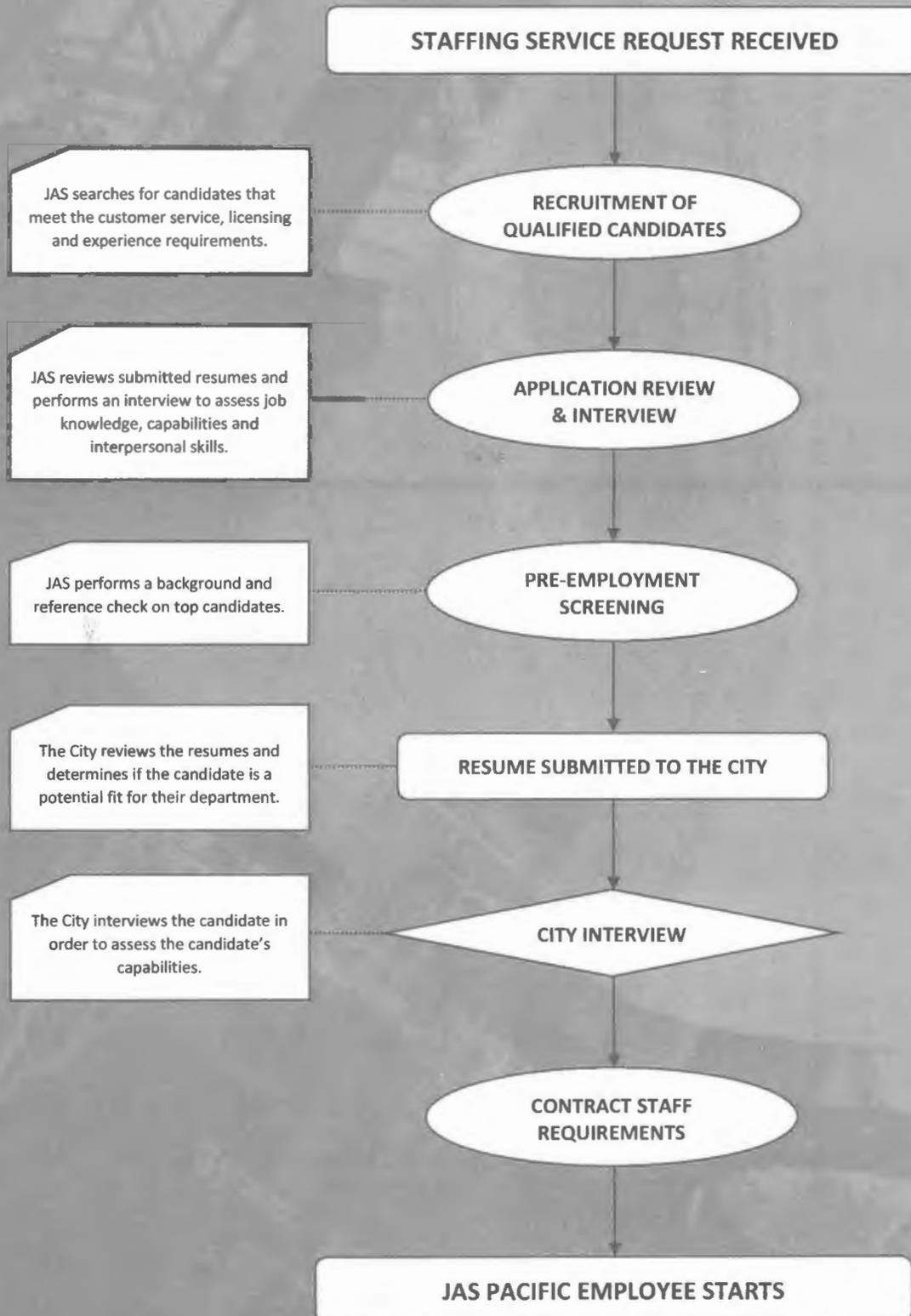
JAS Pacific proposes to tailor a service delivery system that meets and exceeds the City's expectations. Additionally, due to our available resources we have the ability to offer flexibility that results in the greatest benefit to the City. We can provide the City with options on the configuration of staffing for the delivery of inspection services that strike a balance between efficiency and quality. JAS Pacific, in the delivery of these services, takes care of staffing – including salaries and benefits – transportation, insurance, certifications, and continuing education. We understand the City's requirements and know that a service program addressing both components will be satisfactorily negotiated. The following flow-chart details our transition plan:



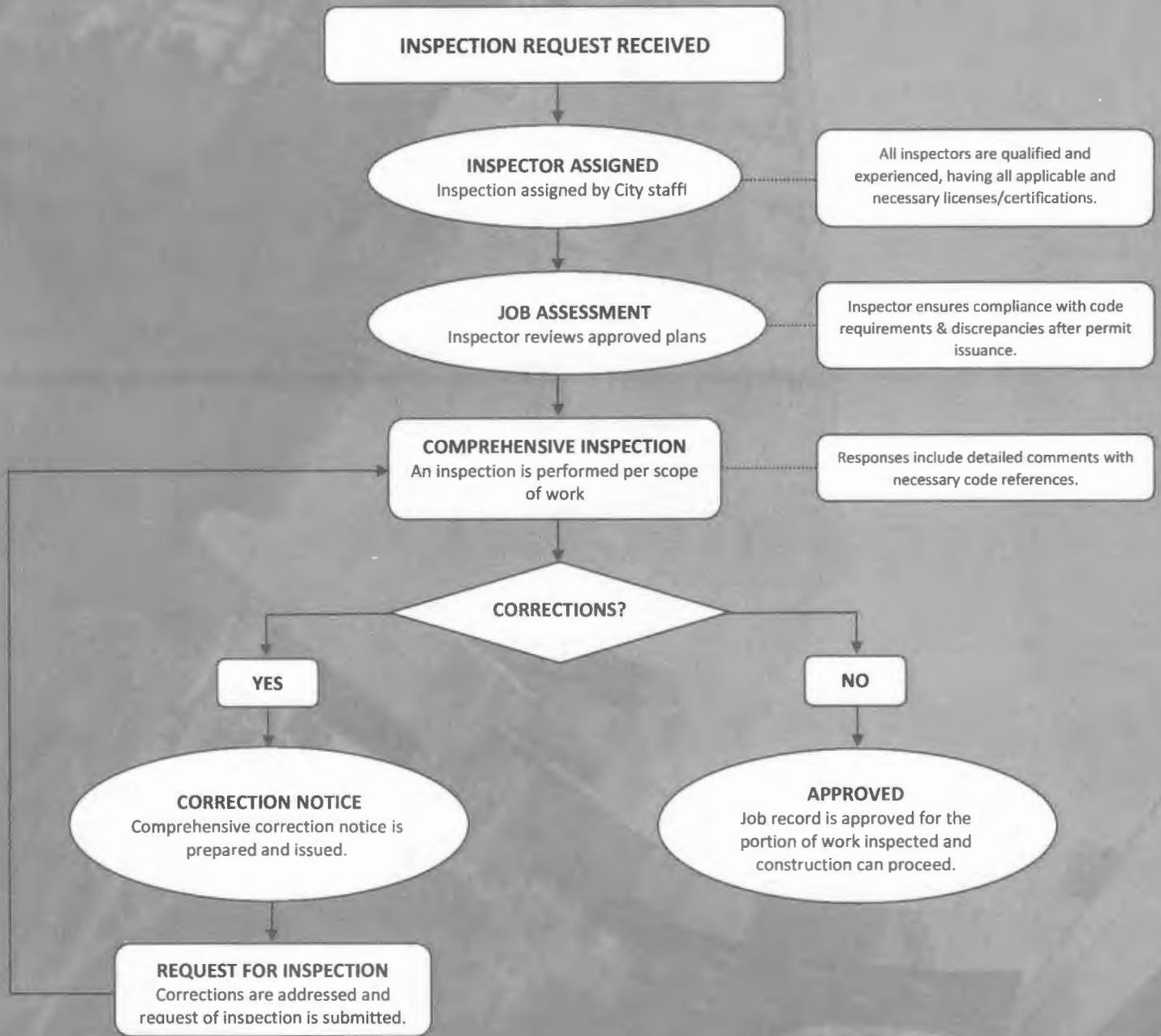
JAS Pacific has obtained substantial experience in providing local governmental entities with support services and is prepared to provide the City with inspection services through the contracting of ICC certified Inspectors. In the delivery of inspection services, the assigned inspectors shall provide services detailed in the RFP within the City's required timeframes. A detailed approach is provided below in "Inspections Procedures Workflow."

The City shall designate a representative that will act as an immediate contact for JAS Pacific staff for questions pertaining to everyday process and procedures, including but not limited to, daily route sheets, conflict resolution and code interpretation. Additionally, workspace shall be provided inside City Hall and shall include all necessary components to perform the defined job duties outside of a vehicle and code books. If necessary, additional items are negotiable. JAS Pacific foresees our staff to be a part of the team and willing to assist in every way possible. To ensure our staff is a good fit for the City, JAS Pacific exercises a thorough placement process in which is detailed in "Staff Augmentation Flow Chart" below.

Staff Augmentation Flow Chart



Inspection Procedures Flow Chart



STAFFING

All assigned staff have experience with a California city or county and/or in a related construction field. Additionally, staff are registered or certified in accordance with the CA Health and Safety Code Section 18949.28 from the ICC (International Code Council), IAPMO (International Association of Plumbing and Mechanical Officials), NFPA (National Fire Protection Association), and/or other appropriately recognized state, national, or international organizations or agencies, as determined by the City. The area of registration or certification will be closely related to the primary job function, as determined by the City. The following table summarizes their qualifications.

Team Member	Education Licenses/Certifications	Work Performed
Kris Anderson Building Inspection	International Code Council: Certified Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector	Over 8 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific, Senior Building Inspector • City of Bellflower, Contract Building Inspector • Home Depot, Contractors Desk • Clear Flow Plumbing, President • McDonald Douglass, Sr. Planning Engineer
Christopher Oberle Building Inspection	International Code Council: Certified Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector	Over 18 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific, Senior Building Inspector • City of Torrance, Contract Building Inspector • City of Chino Hills, Building Inspector • Various Employers, Union Carpenter
Richard Eldridge Fire Inspection	International Code Council: Certified Fire Inspector, Fire Sprinkler Reviewer, Building, Electrical, Mechanical, Plumbing Inspector State of California: Fire Code Inspector Education: Associate of Science	Over 20 years of building & safety experience: <ul style="list-style-type: none"> • JAS Pacific, Building Inspector • City of Huntington Beach, Fire Inspector • City of Huntington Beach, Building Inspector • US Navy, Chief Petty Officer Builder
Justin Jones Code Enforcement	CACEO: Beginner, Intermediate, Advanced Mt. San Antonio College: Associates of Science, Fire Technology Golden West Community College: PC 832	<ul style="list-style-type: none"> • City of Moreno Valley, Code Compliance Officer • City of Baldwin Park, Code Enforcement Officer • City of Placentia, Code Enforcement Officer • City of Ontario, Code Enforcement Officer • City of La Habra, Comm. Preservation Officer
Gregory Silva Code Enforcement	California State University, Los Angeles Criminal Justice Rio Hondo College Administrative Justice PC 832 Code Enforcement Officer I & II Code Enforcement Officer Supervisor	<ul style="list-style-type: none"> • City of Cudahy, Code Compliance Officer • City of San Dimas, Code Enforcement Officer • City of Lynwood, Code Enforcement Officer • City of Maywood, Code Enforcement Officer • City of Norwalk, Public Safety Officer

KRIS ANDERSON

Responsibilities: Building Inspection Services

Building and Safety Work History

With nearly 8 years of performing building inspections and over 25 years in the construction industry, Mr. Anderson has obtained extensive experience in all aspects of inspection services. As an ICC certified Building Inspector, Residential Electrical Inspector, Commercial Electrical Inspector, Mechanical Inspector, and Plumbing Inspector, he has held positions such as Senior Building Inspector, Building Inspector, and Senior Planning Engineer. While serving in these capacities, Mr. Anderson has gained comprehensive experience conducting inspections of various residential, commercial, and industrial projects ensuring code compliance. Additionally, he conducted inspections of new construction, underground utilities, and alterations/remodels and verified that as-built drawings were maintained and materials met required standards. Mr. Anderson is also responsible for reading and interpreting architectural and engineering drawings and performing field checks and verifying accessibility requirements; inspects and approves work at each of the required stages of construction and orders corrective action if necessary; prepare reports for inspections. Mr. Anderson assists the general public, architects, contractors, and builders in the field and in the office; explain and interpret requirements and restrictions, respond to inquiries, and provide code clarification. Mr. Anderson experience was obtained while employed with the following:

- **JAS Pacific** – Building Inspector
- **City of Bellflower, Building & Safety Division** – Contract Building Inspector
- **Home Depot** – Contractor's Desk
- **Clear Flow Plumbing** – President
- **McDonald Douglass** – Senior Planning Engineer

Education / Professional Licenses and Certifications / Affiliations

Interantional Code Council

Building Inspector
Residential Electrical Inspector
Commercial Electrical Inspector
Mechanical Inspector
Plumbing Inspector

Relevant Experience

Building Inspection, City of Bellflower, CA: provided multi-discipline inspection of mixed use Belmont Court which consisted of 30 2-story condos over 6000 square feet of ground level retail shopping space for restaurants with outdoor dining along with a 60 space parking garage.

Building Inspection, Rancho Mirage, CA: provided multidiscipline inspections of 16 story casino with 314 rooms being equivalent to 510,000 square feet including 24 executive suites, with 60,000 square feet of meeting space of which 10,000 square foot a conference center. Additionally, a 13,000 square foot spa, 40,000 square feet of high end restaurants were also built.

Building Inspection, City of Bellflower, CA: provided multidiscipline inspection of 650,000 square foot, 6 story Kaiser hospital and medical office building renovation with parking garage along with 43,000 square foot central plant. The facility also included pharmacies, eating areas and surgical center.

Christopher Oberle

Responsibilities: Building Inspection Services

Building and Safety Work History

With over 18 years of experience in the building and safety field, Mr. Oberle has acquired invaluable experience in many aspects of construction and conducting building inspections services. As an ICC Certified Combination Inspector, Mr. Oberle has held positions such as Building Inspector I, II & III while working on behalf of various jurisdictions. While serving in these capacities, Mr. Oberle has gained comprehensive experience conducting inspections of various commercial, industrial, and residential projects. Duties performed included but not limited to interpreting and applying the building code, has knowledge of all phases of the permitting process, ensured project's compliance with issued permit, assisted public as necessary. Mr. Oberle also brings 25+ years of construction experience as a Union Carpenter. Mr. Oberle's experience was acquired while employed with the following entities:

- **JAS Pacific** - Contract Building Inspector
- **City of Chino Hills, Building & Safety Department** - Contract Building Inspector
- **Union Carpenter** - Various Employers

Education / Professional Licenses and Certifications / Affiliations

International Code Council

Building Inspector
Electrical Inspector
Mechanical Inspector
Plumbing Inspector

Relevant Experience

Building Inspection, Rancho Palos Verdes Estates, CA: provided multidiscipline inspections on a 17,000 square foot custom home including a septic tanks, media room, multiple bathrooms, a 6 car garage, swimming pool and "mother-in-law" quarters. A complete dry cleaning facility was located in the basement that required special permits for venting. The project has a \$33 million valuation in Rancho Palos Verdes.

Building Inspection, City of La Mirada/County of Los Angeles, CA: performed multidiscipline inspections on new construction and renovations for Biola University. Projects included an official size soccer field on top of parking garage, renovation of a 10,000 square foot cafeteria, a new 12,000 square foot library, a 5 story coed dormitory with parking structure, a 200 yard foot bridge and a 300 person occupancy chapel.

Building Inspection, City of Chino Hills, CA: provided multidiscipline inspections of residential and commercial projects including various new home tracts throughout the City and commercial projects that included Starbucks, Costco and Lowes.

Richard Eldridge

Responsibilities: Fire Inspection Services

Building and Safety Work History

With over 15 years of experience in the inspection field, Mr. Eldridge has acquired invaluable experience in many aspects of construction and conducting building inspections services. As an ICC certified Commercial Building and Fire Inspector, Mr. Eldridge has held positions such as Building Inspector I, II & III, Fire Inspector I & II and Special Inspector on various high end commercial projects. While serving in these capacities, Mr. Eldridge has gained comprehensive experience in conducting inspections of various building and facility projects including foundations, building, electrical, plumbing, and mechanical systems. Mr. Eldridge is also responsible for interpreting and applying the building codes, issuing inspection notices and notices of non-compliance, and assisting the public as necessary. Mr. Eldridge has an extensive construction background in the development of high end custom homes, multifamily residential and commercial projects. Mr. Eldridge's construction background as a designer and builder allows for a more broad understanding of construction practices, therefore, a higher level of customer service is provided. Mr. Eldridge's experience was acquired while employed with the following entities:

- **JAS Pacific** - Contract Building Inspector
- **City of Huntington, Beach Fire Department** – Fire Prevention Inspector
- **City of Huntington Beach, Building & Safety Department** – Building Inspector
- **City of Fullerton** – Building Inspector
- **City of Irvine, Building & Safety Department** – Building Inspector
- **Leisure World, Building & Safety Department** – Building Inspector
- **County of Los Angeles, Building & Safety Department** – Construction Inspector

Education / Professional Licenses and Certifications / Affiliations

Arizona State University

Bachelor of Art, Mass Communication

Ventura College

Associate of Science, Construction Technology

Orange Coast College

Associate of Art, Photography

International Code Council

Fire Inspector I

Residential Fire Sprinkler Plan Checker and Inspector

CA Fire Code Inspector

CA Building Inspector Commercial and Residential

CA Electrical Inspector Commercial and Residential

CA Plumbing Inspector Commercial and Residential

CA Mechanical Inspector Commercial and Residential

Structural Masonry Special Inspector

Reinforced Concrete Special Inspector

American Concrete Institute

Concrete Field Testing Technician Grade I

Justin Jones

Responsibilities: Code Enforcement Inspection Services

Building and Safety Work History

With over 8 years experience in code compliance, Mr. Jones has acquired experience in many aspects of code enforcement services. As a CACEO Certified Code Enforcement Officer and PC 832, Mr. Jones has held positions such as Code Enforcement Officer and Code Compliance Inspector. While serving in these capacities, Mr. Jones has conducted code enforcement inspections and daily field investigations on properties in violation of foreclosed/abandoned, building, zoning, housing, vehicle and municipal codes. Collect and document evidence of existing violations, prepares and maintains case files including daily logs, photo evidence, verbal communications, and written correspondence. Mr. Jones is responsible for issuing Notices of Violation and Administrative Citations, identifying, locating and interviewing property owners, and reviewing and interpreting various pertinent records ie: grant deeds, notices of default, notices of trustee sale, building plans, plot plans. Additionally, Mr. Jones researches and analyzes building permit history, reviews conditional use permits and variances, topographical maps, zoning maps, subdivision and elevation plans for case documentation. With various municipalities, NPDES state rules and regulations were also enforced along with public health regulations. Mr. Jones' experience was acquired while employed with the following entities:

- **JAS Pacific** - Contract Building Inspector
- **City of Moreno Valley** - Code Compliance Officer (Part Time)
- **City of Baldwin Park** - Code Enforcement Officer (Part Time)
- **City of Placentia** - Code Enforcement Officer (Temporary)
- **City of Ontario** - Code Enforcement Officer (Temporary)
- **City of La Habra** - Community Preservation Inspector
- **Philips Tire** - Manager

Education / Professional Licenses and Certifications / Affiliations

Mt. San Antonio College

Associates of Science, Fire Technology

PC 832

CA Assoc. of Code Enforcement Officers

Beginner

Intermediate

Advanced

Gregory Silva

Responsibilities: Code Enforcement Inspection Services

Building and Safety Work History

With over 9 years of experience in the Code Compliance field, Mr. Silva has acquired invaluable experience in many aspects of conducting code enforcement inspections. As a Certified Code Enforcement Officer, Mr. Silva has held the position of Code Enforcement Officer while working on behalf of various jurisdictions. Mr. Silva has gained comprehensive experience in conducting code enforcement inspections investigating complaints of property maintenance, public nuisance and other violations of the Municipal code, building and zoning codes, ordinances, housing standards, and health & safety regulations. Mr. Silva maintains complete records of investigations including; statements, photographs, building permits, existing case files, written notices of violation, and administrative citations. He is also responsible for the preparation of documentation for legal actions, abatements, receiverships, and other court proceedings. With excellent communication skills, Mr. Silva communicates with property, business owners and tenants about existing violations and determine compliance requirements as well as finding alternate solutions if possible that do not result in legal action. With various municipalities, Mr. Silva was responsible for the issuance of citations relating to parking violations, recovery of stolen vehicles and provide assistance for crowd and traffic control. Mr. Silva's experience was acquired while employed with the following entities:

- **City of Cudahy** - Municipal Enforcement Officer
- **City of San Dimas** - Parking Enforcement Officer
- **City of Lynwood** - Code Enforcement Officer
- **City of Maywood** - Parking Enforcement Officer
- **City of Norwalk** - Public Safety Officer
- **City of Cudahy** - Code Enforcement Officer

Education / Professional Licenses and Certifications / Affiliations

California State University, Los Angeles

Criminal Justice

Rio Hondo College

Administrative Justice

Rio Hondo Police Academy

PC 832

Code Enforcement Officer I & II

Code Enforcement Officer Supervisor

REFERENCES

Client Dates of Service	Contact	Services Provided	Telephone Number	Mailing Address
City of Irvine 2010 to Present	Joe Kirkpatrick, PE Building Official jkirkpatrick@ci.irvine.ca.us	Plan Review Inspection Permit Issuance Code Enforcement	(949)724-6320	One Civic Ctr. Plaza Irvine, CA 92623-9575
City of Yorba Linda 2005 to Present	David Brantley, AIA Comm. Dev. Director dbrantley@yorba-linda.org	Plan Review, Building Official, Inspection, Permit Issuance	(714)961-7125	4845 Casa Loma Ave Yorba Linda, CA 92886
County of Los Angeles 1999 to Present	Hassan Alameddine, PE Superintendent halamedd@dpw.lacounty.gov	Plan Review, Inspection, Code Adoption, Permit Issuance	(626)458-6387	900 S. Fremont Ave. Alhambra, CA 91803-1331
City of Santa Monica 2002 to Present	Ron Takiguchi, PE Building Official Ron.takiguchi@smgov.net	Inspection, Building Official, Code Enforcement, Permit Issuance	(310)253-5818	9770 Culver Blvd. Culver City, CA
City of Anaheim 2015 to Present	Bob Heinrich Building Official bheinrich@anaheim.net	Inspection	(714)765-5153	200 S. Anaheim Blvd Anaheim, CA 92805

FINANCIAL CAPACITY

COST PROPOSAL

JOB TITLE	HOURLY RATE	OVERTIME RATE
ADMINISTRATION		
Building Official	\$145.00-\$165.00	\$217.50-\$247.50
Assistant Building Official	\$135.00-\$145.00	\$202.50-\$217.50
INSPECTION		
Building Inspector	\$75.00-\$80.00	\$112.50-\$120.00
Senior Building Inspector	\$80.00-\$85.00	\$120.00-\$127.50
Combination Building Inspector	\$85.00-\$90.00	\$127.50-\$135.00
Senior Combination Building Inspector	\$90.00-\$95.00	\$135.00-\$142.50
Chief of Inspection (Supervisor)	\$105.00-\$110.00	\$157.50-\$165.00
Certified CASp	\$115.00-\$125.00	\$172.50-\$187.50
Code Enforcement Officer	\$75.00-\$85.00	\$112.50-\$127.50
Senior Code Enforcement Officer	\$85.00-\$95.00	\$127.50-\$142.50
Chief Code Enforcement Officer	\$105.00-\$115.00	\$157.50-\$172.50
Fire Inspector	\$95.00-\$105.00	\$142.50-\$157.50
Fire Marshal	\$145.00-\$155.00	\$217.50-232.50
Clerical Staff	\$55.00-\$65.00	\$82.50-\$97.50
Records Support Staff	\$55.00-\$65.00	\$82.50-\$97.50

DISCLOSURE

JAS Pacific does not have any past or present business and/or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official or City employee to disclose.

SAMPLE AGREEMENT

JAS Pacific proposes the following language to be added to the agreement in order to maintain a competitive position.

SOLICITATION/HIRING OF CONSULTANT'S STAFF

During the term of this Agreement and for one year thereafter, the City of Costa Mesa (City) agrees it will not utilize a former employee/subcontractor of JAS Pacific's (JAS) under an agreement of another Consultant, where that the Consultant's employee/subcontractor is a former employee/subcontractor of JAS who provided services to the City pursuant to this Agreement. The intent of this provision is to prevent the City from utilizing another consultant under contract with Municipality, when that other consultant has hired an employee or former employee of JAS to perform the same or similar function or services or works in the same capacity as that person performed or held while employed by JAS and was assigned to Municipality pursuant to this Agreement. The parties agree that this provision is reasonable and necessary in order to preserve and protect JAS's trade secrets and other confidential information, its investment in the training of its employees and the stability of its workforce. Nothing in this section prevents the City from hiring directly as an employee of the City any employee or former employee of JAS who provided services to Municipality pursuant to this Agreement.

If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

REQUIRED FORMS

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

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: JASON ADDISON SMITH CONSULTING SERVICES, INC, DBA JAS PACIFICCompany Legal Status (corporation, partnership, sole proprietor etc.): CORPORATIONActive licenses issued by the California State Contractor's License Board: N/ABusiness Address: 201 N. EUCLID AVE, STE B, UPLAND, CA 91786Website Address: WWW.JASPACIFIC.COMTelephone Number: 909.605.7777 Facsimile Number: 909.605.0319Email Address: CHRISTINE@JASPACIFIC.COMLength of time the firm has been in business: 24 Length of time at current location: 9Is 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: CALIFORNIAFederal Taxpayer ID Number: ██████████Regular business hours: MONDAY-FRIDAY, 8:00 - 5:00Regular holidays and hours when business is closed: ALL HOLIDAYS RECOGNIZED BY THE CITYContact person in reference to this solicitation: CHRISTINE@JASPACIFIC.COMTelephone Number: 909.605.7777 Facsimile Number: 909.605.0319Email Address: CHRISTINE@JASPACIFIC.COMContact person for accounts payable: CHRISTINE CHAMPANYTelephone Number: 909.605.7777 Facsimile Number: 909.605.0319Email Address: ACCOUNTING@JASPACIFIC.COMName of Project Manager: STUART TOM, PETelephone Number: 909.605.7777 Facsimile Number: 909.605.0319Email Address: STUART@JASPACIFIC.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: 949.724.6320

Contact Name: JOEKIRKPATRICK Contract Amount: _____

Email: JKIRKPATRICK@CI.IRVINE.CA.US

Address: ONE CIVIC CENTER PLAZA, IRVINE, CA 92623

Brief Contract Description: INSPECTION, PLAN REVIEW, CODE ENFORCEMENT, PERMIT TECHNICIAN

Company Name: CITY OF YORBA LINDA Telephone Number: 714.961.7125

Contact Name: DAVID BRANTLEYD, AIA Contract Amount: _____

Address: 4845 CASA LOMA, YORBA LINDA, CA 92886

Email: DBRANTLEY@YORBA-LINDA.ORG

Brief Contract Description: BUILDING OFFICIAL, INSPECTION, PLAN REVIEW, PERMIT TECHNICIAN

Company Name: CITY OF ANAHEIM Telephone Number: 714.765.5153

Contact Name: BOB HEINRICH Contract Amount: _____

Email: BHEINRICH@ANAHEIM.NET

Address: 200 S. ANAHEIM BLVD, ANAHEIM, CA 92805

Brief Contract Description: INSPECTION

Company Name: CITY OF SANTA MONICA Telephone Number: 310.880.7614

Contact Name: RON TAKIGUCHI, PE Contract Amount: _____

Address: 1685 MAIN STREET, SANTA MONICA, CA 90401

Email: RON.TAKIGUCHI@SMGOV.NET

Brief Contract Description: BUILDING OFFICIAL, INSPECTION, PLAN REVIEW, PERMIT TECHNICIAN, CODE ENFORCEMENT

Company Name: COUNTY OF LOS ANGELES Telephone Number: 626.458.6387

Contact Name: HASSAN ALAMEDDINE, PE Contract Amount: 15,000,000

Email: HALAMEDD@DPW.LACOUNTY.GOV

Address: 900 SOUTH FREMONT AVE, ALHAMBRA, CA 91803

Brief Contract Description: INSPECTION, CODE ENFORCEMENT, PERMIT TECHNICIAN, PLAN REVIEW



CORPORATE OFFICE

201 North Euclid Ave., Ste. A, Upland, CA 91786

P.O. Box 2002, Upland, CA 91785

Phone (800) 818-3677 | Fax (909) 605-0319 | Email info@jaspacific.com

www.jaspacific.com