

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
SAFEUILT, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SAFEUILT, LLC, a Delaware limited liability company registered to do business in California ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on September 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

Safebuilt, LLC
3755 Precision Drive
Loveland, CO 80538
Tel: (619) 560-1468
Attn: Kurt Culver

IF TO CITY:

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

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CONSULTANT




Signature

Matthew Royer, COO

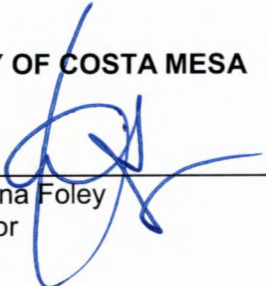
[Name and Title]

Date: September 11, 2017



Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Katrina Foley
Mayor

Date: 9/22/17

ATTEST:

Brenda Green 9/22/17
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 09/20/17

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 9/19/17

APPROVED AS TO CONTENT:

[Signature]
Issam Shahrouri
Project Manager

Date: 9.18.17

DEPARTMENTAL APPROVAL:

[Signature] (FOR BARRY CURTIS)
Barry Curtis, AICP
Economic and Development Services
Director

Date: 9.18.17

APPROVED AS TO PURCHASING:

[Signature]
Stephen Dunivent
Interim Finance Director
WJF

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



Inspection Services

City of Costa Mesa, CA

May 3, 2017

COPY



Kurt Culver
Director of Operations
858.560.1468
kculver@cityofcostamesa.com

Eric Pendley
Regional Operations Manager
707.14.2411
ependley@atquilt.com

Table of Contents

1	<i>Vendor Application Form and Cover Letter</i>	1
2	<i>Background and Project Summary</i>	2
2.1	<i>Scope of Work</i>	2
3	<i>Company Experience and Capabilities</i>	5
4	<i>Approach and Methodology</i>	10
4.2	<i>Experienced Team</i>	11
4.3	<i>Customized Process</i>	11
4.4	<i>Effective Communication</i>	12
4.5	<i>Process</i>	12
4.6	<i>Price Adjustments</i>	13
5	<i>Staffing Plan</i>	14
6	<i>Qualifications</i>	16
7	<i>Financial Capacity</i>	17
8	<i>Cost Proposal</i>	18
9	<i>Disclosure</i>	19
10	<i>Sample Agreement</i>	20
11	<i>Appendices</i>	21

1 Vendor Application Form and Cover Letter

May 3, 2017

Mike Fuentes, Buyer
City of Costa Mesa, City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92626

Dear Mr. Fuentes,

Please accept SAFEbuilt's response to the City of Costa Mesa's (hereafter referred to as the City) *Request for Proposal for Inspection Services No. 17-12*.

SAFEbuilt is in its 25th year of providing specialized Building Department services to local governments. Today, we serve more than 500 municipal contracts and maintain more than 600 staff members from office headquarters in 11 different states.

We are the most suited contractor to help the City meet the demand of increased building inspections that accompany increased construction activity and seasonal fluctuations. The City will benefit from key elements of the SAFEbuilt proposal, including:

- Partnering with a company holding 25 years of experience in providing affordable and efficient on-demand Building Division inspections, Code Enforcement, and Fire inspection services
- Certified on-demand inspectors who maintain local experience, knowledge, and certifications
- Proven capabilities with inspection methodologies that meet or exceed the requirements of the RFP

SAFEbuilt proposes to manage this project from its San Diego office located at 9320 Chesapeake Drive Suite 208, San Diego, CA 92123 and 858.560.1468.

Mr. Kurt Culver, Director of Operations, is authorized to negotiate on behalf of and bind the firm in any contract resulting from this proposal. Should you have any questions during proposal evaluations, please contact Mr. Jon Craft, Business Development Representative, at 858.287.0484 or jcraft@safebuilt.com.

Kind Regards,



Kurt Culver, Director of Operations
Tel: 619-954-3723
Email: kculver@safebuilt.com



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

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: SAFEbuilt LLC

Contact Person for Agreement: Kurt Culver, Director of Plan Review

Corporate Mailing Address: 3755 Precision Drive

City, State and Zip Code: Loveland, CO 80538

E-Mail Address: kculver@safebuilt.com

Phone: 619.560.1468

Fax: 877.203.2704

Contact Person for Proposals: Jonathan Craft

Title: Business Development Representative

E-Mail Address: jcrafft@safebuilt.com

Business Telephone: 858.287.0484

Business Fax: 877.203.2704

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
Michael McCurdie	Chief Executive Officer	970.292.2203
Matthew Royer	Chief Operating Officer	970.292.2204
Tom Wilkas	Chief Financial Officer	970.292.2209
Tiffany Williamson	Chief Technology Officer	970.699.5940
Greg Toth	Chief Revenue Officer	970.292.2217

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: SAFEbuilt will obtain a Costa Vista Business License upon award.

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

City of Costa Mesa Business License Expiration Date: N/A

2 Background and Project Summary

SAFEbuilt is fully qualified to provide the City with Building Division, Code Enforcement, and Fire Department inspection services on an as-needed basis. The services described in this proposal will supplement the City's existing inspection services during periods of increased permitting and inspection activity. Our inspection staff recognizes that an educational, informative approach is the most effective way to provide services while enhancing the customer's experience.

2.1 Scope of Work

2.1.1 Rates

Refer to *Appendix A* for a copy of the *Cost Proposal* which includes our inspection service rates and fees based on the City's Scope of Work.

2.1.2 Inspection Services for Building Division and Fire Department

When you contract with SAFEbuilt, you get qualified inspectors to ensure code compliance and community safety during increased periods of building service activity.

SAFEbuilt has reviewed the Scope of Work and will provide the following Building Division and Fire Department inspection services to the City:

- SAFEbuilt's team of certified and licensed building inspectors deliver consistent and accurate inspections for Building, Mechanical, Electrical, and Plumbing disciplines.
- Our team can work on multiple work orders at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Project Manager will ensure overall project performance and completion.
- SAFEbuilt has three CAsp employees on staff, including Kurt Culver who is the proposed project manager for this proposal.
- Our proven approach to providing services is open communication, both internally and externally. We encourage open discussions and collaboration between the City, local jurisdictions, other agencies, owners, applicants, and those necessary to achieve the most favorable and expeditious results.
- Our team maintains regular communication with City staff to ensure we are interpreting current codes and policies in accordance with City standards, affording us the ability to respond to issues should they arise during any step of the process. Under the direction of City staff, we accurately document and report all plan review and inspection findings, tracking information, and other

- At the time of contract award, we meet with City staff and stakeholders to review:
 - Local code policies
 - Documentation procedures
 - Plan processing protocols
 - Plan review and inspection checklist items
 - Notification protocols
 - Scheduling
- Soil testing is a normal part of SAFEbuilt inspection services.
- Our large network of ICC-certified plans examiners will not only identify potential building code issues within a plan, but also offer the appropriate corrective action to reach life-safety and code compliance standards in a timely and cost-effective manner.
- All SAFEbuilt inspections are tracked by permit number, type, and trade. Each trade inspector enters his or her own results into the reporting software at the time of inspection. Each inspector can attach external reports, pictures, or documents to the inspection.
- Correction of non-compliant work begins immediately after detection during ongoing work, or upon final inspection after work has been completed. The time allowed to correct non-compliant work depends on the scope and magnitude of the work involved, or the severity of the deficiency.

When the corrective action requires a follow-up inspection, we allow for a reasonable time in which to make corrections and schedule inspection. Normally, no more than two working days are needed for after-the-fact corrections.

- If an emergency arises, SAFEbuilt assesses damages and designates both safe and unsafe structures. We provide immediate response to localized emergencies, such as flood, fire, building collapse, etc. In the case of large-scale emergencies, our Project Manager works directly with your representative and Emergency Management personnel to determine an appropriate response and mobilization plan as needed.

Refer to <http://www.safebuilt.com/why-safebuilt/case-studies.php> to learn more about our past emergency response situations and disaster recovery efforts.

- Our employees can provide expert court testimony, if needed.
- SAFEbuilt will provide documentation in the format specified by the City.

2.1.3 Inspection Services for Code Enforcement

SAFEbuilt's team of certified and licensed building inspectors deliver consistent and accurate code compliance inspections. Our qualified inspectors verify that construction projects comply with approved plans and applicable local codes, amendments, and ordinances.

Along with considering preferences of local government, SAFEbuilt has a systematic, best practices approach to code enforcement with a proven track record for success. We are committed to finding the best possible solutions for compliance that negate the need for costlier and time consuming steps.

SAFEbuilt will provide the following Code Enforcement inspection services to the City:

SAFEbuilt will use our team of certified and licensed building inspectors to deliver consistent and accurate field inspections for code compliance. Our Community Improvement Teams and code enforcement officers adopt a collaborative approach to code compliance.

SAFEbuilt takes proactive steps to resolve issues around warranted citations by following up with necessary stakeholders and municipalities, identifying resources and required actions to move forward, and interviewing property and business owners to identify and address hazards.

SAFEbuilt personalizes inspections programs to identify and address potential safety hazards, using the International Property Maintenance Code, applicable local ordinances, and housing quality standards as our guides.

Our large network of ICC and state-certified plans examiners will not only identify potential building code issues within a plan, but also offer clear, concise, code-driven comments to reach life-safety and code compliance standards in a timely and cost-effective manner.

SAFEbuilt's Project Manager produces a schedule and budget, then generates a report measuring our progress against that schedule. Furthermore, they provide information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with schedule activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

Citizens want the chance to voice their thoughts and opinions on issues within their community. SAFEbuilt helps communities keep citizens informed on the "whys" behind code enforcement to enable compliance. Our approach includes:

- Hosting public and homeowner workshops
- Creating neighborhood improvement teams
- Enabling intuitive online access to local ordinances
- Reducing fixed operational costs
- Avoiding long-term employment commitments
- Issues citations for violations of the Municipal Code

SAFEbuilt regularly prepares and maintains reports and data on numerous properties. We can utilize our own software system or utilize the management system in place at the City.

SAFEbuilt can provide expert court testimony, if necessary.

3 Company Experience and Capabilities

3.a. Experience

SAFEbuilt was founded in 1992 for the sole purpose of providing exceptional Building Department services to local governments. Today, SAFEbuilt is one of the leading providers of Community Development Department services in the country, partnering with over 500 communities of all sizes for the efficient delivery of third party solutions. With over 25 years' experience in multiple building department services, SAFEbuilt provides a best-in-class program that establishes strong community relationships, as well as resourceful solutions.

SAFEbuilt principles are listed on the Company Profile and References form found in the Appendix.

Our inspection lists for each type of permit in the community are developed based on the adopted codes, as well as specific requirements from the City. We have provided inspection services for approximately 50 California clients in the past three years.

As a business on Inc. 5000 Fastest Growing Private Companies' list for six years, SAFEbuilt's exemplary experience demonstrates that we can successfully deliver all *Scope of Work (SOW)* requirements in a timely, efficient, and economical manner.

According to the *RFP*, the City of Costa Mesa needs a provider with a relevant project experience record, executing contracts of similar size, scope, and complexity. SAFEbuilt delivers industry-leading techniques. We have proprietary processes and tools that lead to efficiencies across all *SOW* requirements.

Our proven approach increases productivity through established work management, scheduling, and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance.

SAFEbuilt will minimize risk under this contract as demonstrated by an outstanding past performance record. Our team has a long-standing history of performing Building Department services for municipalities nationwide, and we pride ourselves on our commitment to provide best in class contract services.

Our experienced and professional staff manage your inspection services understand the importance and impact that past performance has on our future growth. We have structured processes to assess performance in meeting objectives, as well as personnel performance during contract execution. This allows to proactively improve performance, when needed.

Assurance of Time Frame, Quality Metrics, and Consistency

SAFEbuilt utilizes a routing software to help ensure that inspections are conducted efficiently and within the allotted time allowed. Inspection checklists and building guides are accessible from the inspector's iPads to assist with customers in the field. Electronic versions of the code books

are also available on the iPad.

Permit Technician / Front Counter Services

SAFEbuilt provides qualified individuals to perform the functions of this position. Highlighted responsibilities include:

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Provide front counter customer service at City Hall eight hours a day, Monday through Friday
- ✓ Answer questions at the counter or over the phone as needed
- ✓ Determine and collect fees
- ✓ Ensure that submittal documents are complete
- ✓ Administer the contractor registration program
- ✓ Administer the rental housing program
- ✓ Work with the City Clerk to facilitate Freedom of Information Act (FOIA) requests
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Process applications for the Board of Zoning Appeals, Planning Commission, and Architectural Board of Review

Building, Plumbing, Mechanical, and Electrical Inspection Services

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the customer’s experience. The following details highlight some of the important factors that are taken into account when having SAFEbuilt perform Inspection Services.

3.b. Principals

The below table highlights projects for which our firm and/or principals have acted as lead Project Manager within the last three years.

Issues of Firm and Principals			
Client Name	Length of Service and Total Fee	Contact	Recent Projects
City of Poway 133325 Civic Center Drive Poway, CA 92064	1981 – Present \$900,000.00	Joe Lim, City Planner Tel. 858.668.4604 Email: jlim@poway.org	1. HCP Ridgeview Buildings A, B, and C (Phase II): Plan Review and Inspections 2. Neighborhood Healthcare Center: Plan Review and Inspections 3. Poway Corporate Center: Plan Review and Inspections

Issues of Firm and Principals			
Client Name	Length of Service and Total Fee	Contact	Recent Projects
City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910	1995 – 2006 2015 – Present \$49,999.00	Lou El-Khazen, Building Official / Code Enforcement Manager Tel. 619.409.1960 Email: lkhazen@chulavistaca.gov	4. Millennia Development Apartment Buildings: Building Inspections and Plan Review 5. Otay Ranch Village 3: Building Plan Review 6. Broadway Recycling Center: Building Plan Review
City of Coronado 1825 Strand Way Coronado, CA 92118	1982 – Present \$395,000.00	Joe Romero, Building Inspection Supervisor Tel. 619.522.2411 Email: jromero@coronado.ca.us	7. Hotel Del Coronado: Building and Fire Inspections and Plan Review 8. Smart and Final: Building and Fire Inspections and Plan Review 9. City of Coronado Adult Activity Center: Building Inspections and Fire Plan Review

3.c. Resources, Commitment, and Ability

SAFEbuilt guarantees our capability to provide the necessary resources, customer service, commitment, and competency to complete all requested components via the RFP. Attending meetings, advising staff, preparing and presenting reports is a part of what our team does every day. Examples of our ability to fulfill our capabilities are provided below.

Medical Office: Neighborhood Healthcare Center

1-Story Medical Center, measuring at 8,509 total square feet.

<p>Services Provided: Building Plan Review, Inspection, and Permit Technician Services Period of Performance: April 2016 through September 2016</p>	<p>Valuation: \$1.1 million</p>
<p>Client Name: City of Poway, California Address: 13325 Civic Center Drive Poway, CA 92064</p>	<p>Joe Lim, City Planner 858.668.4604 jlim@poway.org</p>

<p>Multi Residential Project: Millenia Development</p>	
<p>Plan review for 5-story apartment buildings (Family housing – 87 units; Senior Housing – 123 units), various square footage per building.</p>	
<p>Services Provided: Building Plan Review Period of Performance: 13 years (1995 – 2006, 2015 – Present)</p>	<p>Valuation: \$19.1 million</p>
<p>Client Name: City of Chula Vista Address: 276 Fourth Avenue Chula Vista, CA 91910</p>	<p>Lou El-Khazen, Building Official/Code Enforcement Manager 619.409.1960 lkhazen@chulavista.gov</p>

<p>Commercial and Big Box Project: Town Center Marketplace</p>	
<p>Plan review for New Commercial Shopping Center (Building A, B, C, H and Shops A & B), total square footage of 67,792.</p>	
<p>Services Provided: Building Plan Review Period of Performance: 7 years (2010 – Present)</p>	<p>Valuation: \$5.41 million</p>
<p>Client Name: City of Menifee Address: 29714 Haun Road Menifee, CA 92586</p>	<p>Colin McNie, Building Official 951.672.6777 cmcnie@cityofmenifee.us</p>

Tenant Improvement Project: Bio Marin

2 nd Floor Tenant Improvement & 6-story parking garage, square footage of 9,100.	
Services Provided: Building Plan Review Period of Performance: 12 years (2005 – Present)	Valuation: \$1 million
Client Name: City of San Rafael Address: 1400 Fifth Avenue, 3 rd Floor San Rafael, CA 94915	Thomas Ahrens, Building Official 415.485.3357 Thomas.ahrens@cityofsanrafael.org

4 Approach and Methodology

The following table provides an overview of our work plan and approach.

Table 3. Work Plan and Approach				
Task	Method of Delivery	Issues	Description and Milestones	Staff
Inspector signs in and receives the day's inspections list and begins to plan route	Inspector gets list from Senior inspector or city staff	None anticipated		Inspector 1
Review permit history and any possible requirements (different department sign off or paper work)	Permit Software in use or paper file	None anticipated	System will track and report any requirements	Inspector 1
Conduct comprehensive and accurate inspection and compliance with code or discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electric, Plumbing, Energy Codes, and ADA regulations mandated by the State and City ordinances and Department policies and applicable laws in effect at the time of application for construction permits.	Inspector to review on site	None anticipated	All Inspectors will be ICC certified. With varying specialties	Inspectors
Input all results from the day's inspections into the permit software or hard copy file for each permit. Update permit status with senior inspector and refile all necessary paperwork	Use of permits software or whichever filing system the city has	None anticipated	Keep up to date records of project status for City and public records	Inspectors
Update daily log on inspections by type and result. This is to be compiled at the end of the week and month respectively	Senior Inspector to consolidate numbers from all inspectors, inspector to provide necessary	None anticipated	This is to be done weekly and Monthly to keep current records of project status and growth	Inspector

Task	Method of Delivery	Issues	Description and Milestones	Staff
	information for Senior Inspector			
Pull inspections from inspection line/ computer system to prepare for next day.	Gather necessary permits for the next days inspections	None anticipated	Establish if the current staff of inspectors will be able to cover the next day's inspections if not contact Field Coordinator and request necessary additional staff	Inspector and Field Coordinator

4.1.1 Transition Plan

We refer to the time from contract completion to our service start date as the transition period. We generally request 30 days as a minimum. However, we can perform the transition phase for the City of Costa Mesa within five (5) working days of receipt of a signed copy of the contract and a letter from the City of "Notice to Proceed." This transition period is critical to long-term success and can be a time of uncertainty for all stakeholders. Over the years we have honed our process for addressing concerns and implementing successful programs for jurisdictions across the country. We have found that the keys to success include the following:

- ✓ Having the right team involved
- ✓ Getting the appropriate stakeholders involved in the process
- ✓ Understanding current systems, processes, and interactions
- ✓ Communicating effectively throughout the process. While each transition has its unique characteristics, our experience will help guide you through the process.

4.2 Experienced Team

The SAFEbuilt team has assembled a team of professionals with the experience, skills, and tools necessary to establish a program for the City that will meet your needs and achieve your goals. They have direct experience working for City governments and have expertise in the use of technology, process flow, customer service, and the technical aspects of operating a building department. Most importantly, they have worked on transitions for other clients and know what it takes to do it well. This team will be there to support your community during the transition period and remain available until you are satisfied the transition is complete.

4.3 Customized Process

We work hard to ensure the right people are involved in the process from the start. The perspectives of the developer will be different than that of the Planning Department and it is important to consider all these perspectives.

We will look at what data is being collected today and how it is collected. We will gain an

understanding of the current process flow between departments and between jurisdictions. We will also review the web-based and printed resources available to everyone. This analysis will allow us to customize your program to meet your needs and operate as efficiently as possible. Our goal is to become an extension of your staff and a part of the overall team. We will schedule regular check-ins to measure progress and gauge satisfaction.

4.4 Effective Communication

One of the keys to success throughout the transition process is clear, effective communication. It is important that everyone involved be aware of the progress and changes they can expect going forward. Face-to-face meetings are an integral part of the plan and will involve all key stakeholders at various points during the process.

We will prepare communications that are sharable with all City staff, detailing what to expect. We will provide an open-house for builders, staff, and even residents to come and hear about our progress. We will also work with you to determine what other efforts should be taken to make sure the right information is getting to the right people. Throughout the process, you can expect to see updates on the progress of the transition team and any changes to the overall schedule. This satisfies everyone's confidence that the process is on track and that their voices are heard. It is our priority to ensure a successful transition with minimum impact on the city and its citizens.

4.5 Process

Below we have outlined our process at a high level. This serves as a recommendation to the process we will co-create should we be awarded the contract.

Discovery

During this phase, we establish clear roles, identify initial steps, and establish expectations for the implementation including:

Evaluation

As part of the transition, we will meet with city staff to evaluate the current state programs, processes and systems to identify efficiency and effectiveness gaps and determine opportunities for improvement that enable they city to better manage risk and issues that have affected the department in the past, are affecting them in the present and will affect them in the future.

We will approach this collaborative evaluation in three phases, which are as follows: Information Gathering, Analysis, and Recommend/design.

Information Gathering

During this phase our team will work closely with the city staff to gather information about the current state environment including what is working well as well as where points of inefficiency may exist. Information will be gathered through a series of interviews and/or workshops with department staff and key stakeholders of the department as well as observation of processes and technology and review of documentation.

ANALYSIS

During this phase the team will analyze the information gathered during the previous phase and identify gaps in efficiency and effectiveness within the processes. Our team will leverage key frameworks to provide a structured comparison of the current state processes against leading practices and identify actionable opportunities for improvement that can be implemented to improve and sustain quality within the department over time.

RECOMMEND

During this phase, our team will review the current state observations and formulate a set of actionable improvement initiatives that will drive sustainable quality in the future state department. We will leverage the current state maturity analysis performed in the previous phase and identify future state maturity targets as well as a prioritized roadmap designed to achieve the city's improvement goals and objectives.

IMPLEMENTATION

During this phase we will work to implement the actionable improvement initiatives that were identified as part of the Evaluation.

ALIGNMENT

This phase is ongoing beyond the date of startup and is fairly intensive initially. We evaluate everything within the department to ensure that we deploy the best programs, systems, processes, and resources. We document and apply appropriate adjustments when possible during this time to achieve agreed upon performance metrics.

4.6 Price Adjustments

Overtime will be billed at the rate of time-and-a-half.

5 Staffing Plan

We have included a completed copy of the *Staffing Plan* in *Appendix F* of this response where we have identified the names, classifications/titles, and years of experience of our proposed staff in the Staffing Plan included in *Appendix F*.

We are proposing the following key staff members for the City's project:

1. Bill Elizarraras-Operations Manager
2. Randy Wood-Combo Inspector | CASP
3. Gordon Day-Combo Inspector
4. Elette Nash-Inspector/Fire Inspector

See the following section for resumes of key members of the proposed staff.

**ELETTE
NASH**
Fire
Inspector

ICC CERTIFICATIONS:

Building Plans Examiner
Commercial Building Inspector
Fire Inspector I
Fire Inspector II
Residential Combination Inspector Electrical

**GORDON
DAY**
Inspector

ICC CERTIFICATIONS:

Building Plans Examiner
Building Inspector
Combination Inspector
Combination Inspector – Legacy
Mechanical Inspector
Mechanical Inspector UM
Electrical Inspector
Plumbing Inspector
Plumbing Inspector UPC
Structural Masonry Special Inspector

**RANDY
WOOD**
CASp
Inspector

ICC CERTIFICATIONS:

Building Plans Examiner
Building Accessibility Inspector / Plans Examiner
Building Inspector
Commercial Combination Inspector
Commercial Mechanical Inspector
Residential Mechanical Inspector
Commercial Electrical Inspector
Plumbing Inspector
Plumbing Inspector UPC
Structural Masonry Special Inspector
Fire Inspector I
State Certified California Access Specialist (CASp-568)

**BILL
ELIZARR
ARAS**
Regional
Operations
Manager

Past ICC CERTIFICATIONS:

Building Plans Examiner
Building Inspector
EsGil (1988-1998) | Plans Examiner / Building Inspector
Independent Plans Examiner / Building Inspector
General Contractor (1978 -1988)

6 Qualifications

The reference information provided in *Staffing Plan* and *Company Profile and References* include the names and tasks of key staff assigned to each reference project.

We are submitting five relevant and recent contracts in the *Appendices* to demonstrate our past performance and experience. All contracts are relative in technical expertise to the requirements of this solicitation. These contracts demonstrate SAFEbuilt's performance record and provide the City with a reasonable expectation that we will successfully perform the Inspection Services effort.

Section 2.1 presents our methodology for performing inspection services and, specifically, how we will meet the City's SOW requirements.

7 Financial Capacity

7.a. SAFEbuilt has a proven financial track record as evidenced by the longevity of the businesses. Our teams have established sound fiscal policies that have kept the company financially stable for more than 25 years. As we are a private company and RFP responses are included in the public domain under the California Public Records Act, it is our policy to provide a letter from our auditors in lieu of financial statements. Please find our letter in the *Appendices*.

7.b. SAFEbuilt does not have any pending administrative proceedings, claims, lawsuits, or other exposures.

8 Cost Proposal

Please refer to the *Appendices* for a completed copy of the RFP *Cost Proposal*.

9 Disclosure

SAFEbuilt does not foresee any financial, business, or other potential conflict of interest with the City that might have an impact upon the outcome of this potential consultant services agreement. Additionally, we do not have any current clients who may have a financial interest in the outcome of the potential consultant services agreement. If awarded the agreement by the City, the SAFEbuilt staff performing the work pursuant to the agreement will not have a conflict of interest under the City's *Conflict of Interest Code*.

10 Sample Agreement

We have reviewed the *Professional Services Agreement* provided by the City and understand the requirements, terms, and conditions.

SAFEbuilt does not take any exceptions or conditions to the City's *Sample Agreement*.

11 Appendices

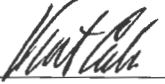
Please find the following forms immediately after this page:

- Vendor Application Form (See page 2)
- Company Profile and References
- Ex Parte Communications Certificate
- Staffing Plan
- Cost Proposal
- Disclosure of Government Positions
- Disqualifications Questionnaire
- Financial Auditor Letter

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-12 INSPECTION SERVICES** at any time after **April 12, 2017**.



Signature

Date: May 3, 2017

Kurt Culver

Print

OR

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

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None.

COMPANY PROFILE & REFERENCES**Company Profile**Company Legal Name: SAFEbuilt, LLCCompany Legal Status (corporation, partnership, sole proprietor etc.): Limited Liability CorporationActive licenses issued by the California State Contractor's License Board: CASp-539 plus all I.C.C. and applicable engineer licensesBusiness Address: 3755 Precision Drive Loveland, CO 80538Website Address: safebuilt.comTelephone Number: 866-977-4111 Facsimile Number: 970-292-2239Email Address: info@safebuilt.comLength of time the firm has been in business: 25 Length of time at current location: 25Is 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 Delaware No If yes, State of Incorporation: DelawareFederal Taxpayer ID Number: [REDACTED]Regular business hours: 8AM-5PMRegular holidays and hours when business is closed: SAFEbuilt follows the Federal holiday schedule.Contact person in reference to this solicitation: Greg TothTelephone Number: 858-560-1468 Facsimile Number: 970-292-2239Email Address: gtoth@safebuilt.comContact person for accounts payable: Emmaline HajicekTelephone Number: 970-292-2212 Facsimile Number: 970-292-2239Email Address: ehajicek@safebuilt.comName of Project Manager: Kurt CulverTelephone Number: 858-560-1468 Facsimile Number: 970-292-2239Email Address: kculver@esgil.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 Poway, CA Telephone Number: 858.668.4604

Contact Name: Joe Lim Contract Amount: \$400,000.00

Email: jlim@poway.org

Address: 13325 Civic Center Drive, Poway, CA 92064

Brief Contract Description: Building Plan Review, Inspections

Company Name: City of Chula Vista, CA Telephone Number: 619.409.1960

Contact Name: Lou El-Khazen Contract Amount: \$49,999.00

Address: 276 Fourth Avenue, Chula Vista, CA 91910

Email: lelkhazen@chulavistaca.gov

Brief Contract Description: Building Plan Review

Company Name: City of Coronado, CA Telephone Number: 619.409.1960

Contact Name: Joe Romero Contract Amount: \$395,000.00

Email: jromero@coronado.ca.us

Address: 1825 Strand Way, Coronado, CA 92118

Brief Contract Description: Building and Fire Plan Review

Company Name: City of San Rafael, CA Telephone Number: 415.485.3184

Contact Name: Thomas Aherns Contract Amount: _____

Address: 1400 5th Avenue, San Rafael, CA 94901

Email: thomas.aherns@cityofsanrafael.org

Brief Contract Description: Building Plan Review

Company Name: City of Healdsburg, CA Telephone Number: 707.431.3315

Contact Name: Steve Buffenbarger Contract Amount: _____

Email: sbuffenbarger@ci.headsburg.ca.us

Address: 401 Grove Street, Healdsburg, CA 95448

Brief Contract Description: Building Plan Review

STAFFING PLAN

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Bill Elizarraras	Project Manager / Operations Manager	39
Randy Wood	Combo Inspector / CASp	20
Gordon Day	Combo Inspector	43
Elette Nash	Inspector / Fire Inspector	10

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

Name	Classification/Title	Years of Experience

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

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

RFP No. 17-12 INSPECTION SERVICES

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

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

Job Title	Hourly Rate	Total Cost	Overtime rate
Administration	\$ 76.33	\$ 91.60	\$ 137.40
Building Official	\$ 169.00	\$ 203.00	\$ 304.50
Assistant Building Official	\$ 160.00	\$ 191.21	\$ 286.82
Inspection	\$ 77.52	\$ 93.03	\$ 139.55
Building Inspector	\$ 101.38	\$ 121.65	\$ 182.48
Senior Building Inspector	\$ 107.34	\$ 128.81	\$ 193.22

Combination Building Inspector	\$ 113.30	\$ 135.96	\$ 203.94
Senior Combination Building Inspector	\$ 116.88	\$ 140.26	\$ 210.39
Chief of Inspection (Supervisor)	\$ 139.14	\$ 166.97	\$ 250.46
Certified CASP	\$ 149.08	\$ 178.90	\$ 268.35
Code Enforcement Officer	\$ 71.56	\$ 85.87	\$ 128.81
Sr. Code Enforcement Officer (Supervisor)	\$ 84.32	\$ 101.18	\$ 151.77
Chief of Code Enforcement (Manager)	\$ 89.45	\$ 107.34	\$ 161.01
Fire Inspector	\$ 113.30	\$ 135.96	\$ 203.94
Fire Marshal	\$ 160.00	\$ 191.21	\$ 286.82
Clerical staff	\$ 60.83	\$ 72.99	\$ 109.49
Records Support staff	\$ 57.25	\$ 68.70	\$ 103.05

Total Estimated Annual Price	\$ 2,214.64
-------------------------------------	--------------------



Independent Auditor's Report

RSM US LLP

To the Board of Directors and Member
SAFEbuilt Holding Company and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of SAFEbuilt Holding Company and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the year ended December 31, 2015 and the period from October 3, 2014 through December 31, 2014, and the related notes to the consolidated financial statements, (collectively, financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SAFEbuilt Holding Company and Subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the year ended December 31, 2015 and the period from October 3, 2014 through December 31, 2014 in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Denver, Colorado
April 25, 2016

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING