ATTACHMENT 6

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of June, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CSG Consultants Inc., 801 Park Center Drive, Santa Ana, Calif. 92705, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to CSG Consultants Inc. as more fully described in Consultant's Proposal attached as Exhibit "A"; 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" (the "Project") 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 California Government Code, Sections 1090-1092, 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 Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. 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.

Consultant shall be solely and completely responsible for conditions of the job-site, including safety of all persons and property during performance of the work, and the Consultant shall fully comply with all State, Federal and other laws, rules, regulations, and orders relating to the safety of the public and workers.

The right of the Engineer or the City's Representative to conduct construction review or observation of the Consultant's performance shall not include review or observation of the adequacy of the Consultant's safety measures in, on, or near the construction site.

Construction materials and equipment may only be stored in streets, roads, or sidewalk areas if approved by the Engineer.

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 Clerk 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, 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. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed five hundred thirty six thousand, one hundred twenty Dollars ($536,120.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding $536,120.00 unless the City or the Project Manager for this Project, 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 City supervisor 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 Consultants' services which have been completed to City's sole satisfaction as of the date the invoice is created. 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 for a period of three (3) years from the Effective Date.

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.

3.3 Liquidated Damages. In the event of inexcusable delays, for each consecutive calendar day after the time specified in Section 4.1, Consultant shall pay to the City or have withheld from moneys due it, the daily sum of $100.00.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months ending on June 30, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended four (4) additional one (1) year renewal periods upon mutual agreement of the City and the Consultant.

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 as to 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.

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 Chief Executive Officer for the City of Costa Mesa ("City's CEO") 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:	IF TO CITY:
CSG Consulting Inc. 801 Park Center Drive Santa Ana, Calif. 92705 Tel: 714.872.6123 Fax: 714.568.1028 Attn: Khoa Duong E-mail: khoa@csgengr.com	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: 714-754-5604 Fax: 714-754-4856 Attn: Khanh Nguyen

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 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 Project 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 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, 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.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Mayor of the City of Costa Mesa

_____ Date: _____
CEO of Costa Mesa

CONSULTANT

_____ Date: 6/05/2012
Signature

KHOA DUONG, VICE PRESIDENT
Name and Title

_____ _____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: 6-8-12
Project Manager

ATTEST:

_____ Date: _____
City Clerk and ex-officio Clerk
Of the City of Costa Mesa

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The CEO, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

b. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

/CSG PSA

EXHIBIT A

May 3, 2012

Proposal to provide to the

City of Costa Mesa

Building Plan Check and Inspection Services

-202-

PROPOSAL TO THE

City of Costa Mesa

Building Plan Check and Inspection Services

PREPARED BY

CSG Consultants, Inc.

May 3, 2012

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San Mateo • Santa Ana • Salinas • Sacramento • Pleasanton

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Letter of Introduction

May 3, 2012

City of Costa Mesa
Building Safety
Attn: Keith Clarke – Building Official
77 Fair Drive
Costa Mesa, CA 92626

Re: Proposal to Provide Building Plan Check and Inspection Services

Thank you for allowing CSG Consultants the opportunity to present this proposal. Our proposed staff will be utilized in response to the scope of services as requested. All proposed CSG staff are fully registered, ICC certified, with additional qualifications including LEED, DSA, and CASp experience and certification. We offer an exceptional team for Fire Prevention services with a broad background in plan review and inspection needs for jurisdictions as well as qualified grading improvement plan review and inspection personnel.

We currently furnish as-needed services to the City of Costa Mesa and are thoroughly familiar with the needs and requirements of the jurisdiction. We can easily be available for meetings at the City Hall when requested and can provide Accelerated Building Plan Review services when needed.

Since 1991, CSG Consultants has been providing building and life safety services to jurisdictions throughout the state. We currently furnish Building and Safety Services to over 70 clients; including many neighboring communities. I will personally oversee all services to be provided.

Our local (principal) office and contact information is as follows:

Khoa Duong, P.E. | *Vice President, Building & Fire Life Safety*
801 Park Center Drive | Suite 230 | Santa Ana, CA 92705
(714) 568-1010 Phone | (714) 872-6123 Cell
khoa@csgengr.com

Please feel free to contact myself or Mr. Cyrus Kianpour, President, with any questions or comments you may have regarding our proposal.

Sincerely,

Khoa Duong, P.E.
Vice President, Building & Fire Life Safety

Company Overview

Firm Summary

CSG Consultants, Inc. (CSG) is a California company with our Santa Ana office within convenient travel to City offices. Additional support is available from our other offices in Salinas, San Mateo, Pleasanton, and Sacramento. Founded in 1991, we provide a wide range of municipal services to community development and public works departments, including fire protection plan review and inspection. The majority of the 140+ individuals within our firm have provided public agency services throughout their entire career. Our talented personnel bring a wealth of ideas and experiences having held similar positions with communities dealing with the same development issues as the City of Costa Mesa.

Our staff consists of building officials, plan reviewers, inspectors, and specialized planning, grading improvement plan reviewers and inspectors, Fire department plan reviewers and inspectors, information technology, program and project managers, engineers, construction managers, and sustainability professionals. Depending upon the needs of our clients, we can serve in either a project specific or on-call staff augmentation capacity. The following represents a brief summary of our firm:

NAME OF FIRM:	CSG Consultants, Inc.
PROJECT MANAGER:	Khoa Duong, P.E. | *Vice President, Building & Fire Life Safety*
LOCAL OFFICE:	801 Park Center Drive | Suite 230 Santa Ana, CA 92705 (714) 568-1010 Phone | (714) 872-6123 Cell khoa@csgengr.com
CORPORATE OFFICE:	1700 South Amphlett Boulevard | 3rd Floor San Mateo, CA 94402 (650) 522-2500 phone (650) 522-2599 fax www.csgwebsite.com info@csgengr.com
SATELLITE OFFICES:	1257 Quarry Lane | Pleasanton, CA 94566 21 West Alisal Street | Suite 108 | Salinas, CA 93901 225 Eighth Street | Suite 425 | Sacramento, CA 95814
YEARS IN BUSINESS:	21
ORGANIZATION:	Richard Mao | *Founder* Cyrus Kianpour | *President*
NUMBER OF EMPLOYEES:	140+
TYPE OF BUSINESS:	Corporation | Federal ID No.: 91-2053749

Our services and project experience includes the following areas of expertise:

Building / Fire & Life Safety
Plan Review
Building Inspection
Municipal Code Enforcement
Building Department Management
Electronic Plan Check
Structural Engineering Services
Fire Life Safety
ADA Compliance
CASp
Environmental & Sustainable Programs

Engineering / Public Works
Development Review
Staff Augmentation / Municipal Services
Design & Preparation of PS&E
Pavement Management (MTC Certified)
Preparing & Monitoring Federal, State, and Local Grant Applications and Reimbursements
Land Surveying & Mapping
Civil Plan & Map Review
GIS/Document Management

Construction Management
Program and Project Management
Contract Administration
Caltrans RE Services
Inspection / Oversight
Constructability and Bid Reviews
Scheduling and Claims Management
Project Estimating

Planning / Economic Development
Land Use Policy
Zoning Regulations
Design Review
Historic Preservation
Contract Planning
CEQA Compliance

Information Technology
Digital Plan Review
GIS
Scanning
Permitting Software

Insurance Coverage

CSG is a fully insured company. In addition to the required State Worker's Compensation Insurance, CSG has a comprehensive automobile policy in the amount of one million dollars ($1,000,000); coverage in the amounts of two million dollars ($2,000,000) for general liability; and one million dollars ($1,000,000) for professional errors and omissions. CSG will guarantees insurance for professional errors and omissions will be maintained throughout the term of the contract and for three years following contract termination. A certificate of insurance naming the City as insured will be issued upon award of contract.

Coverage	Limits of Liability
WORKERS COMPENSATION:	Statutory
COMMERCIAL GENERAL LIABILITY:	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
AUTOMOBILE LIABILITY:	Bodily Injury: $500,000 per person $1,000,000 per accident Property Damage: $100,000 per occurrence
PROFESSIONAL LIABILITY: (Errors and Omissions)	$1,000,000 per claim

Key Benefits

CSG employs a team of professionally licensed plan review engineers, certified building officials, plan reviewers, inspectors and permit technicians to manage building department operations, support front counter procedures, review all plans, and inspect structures for code conformance. Our longtime experience in furnishing comprehensive building and fire life safety services to jurisdictions provides a consistent, strong technical foundation to all projects—from cutting edge digital plan review to providing faster-than-scheduled turnaround times and assisting in last minute inspection requests, CSG will deliver quality services to the City of Costa Mesa.

CSG proposes the following key objectives:

- ***Accomplished customer service.*** *We clearly understand the importance of our role in the success of your City and commit to providing your citizens and business partners—residents, architects, engineers, developers, contractors—as well as your City staff with the highest level service.*

- ***Concentrated focus on cost-savings approach and methods.*** *Because we proudly serve many municipalities and agencies, we are constantly improving and adapting our services to save you and your City precious dollars. We share a wealth of recommendations from our varied experience with other communities and clients to help keep your budget healthy and on track.*

- ***Customized, responsive services.*** *We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We can quickly fine-tune staff or staffing levels to match or adjust to changes in plan review, inspection and front counter activity always maintaining the highest level of customer service. We hand pick staff uniquely qualified and experienced to deliver the exact services requested.*

- ***Fully committed and qualified personnel.*** *Each member of our staff are fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers as well as sit on leading boards and committees for organizations developing and implementing important code regulations. We also keep up with latest in procedures and use of products, i.e. green building, ADA accessibility, CASp certification requirements, and more.*

- ***Swift turnarounds and expedited services.*** *With longtime experience in the digital plan review process, our staff excels at the speediest turnarounds in the industry. We easily match and more often beat any required timing and make available our scanned plan review documents free to our clients. We maintain a long list of available, qualified candidates for plan review, inspection and front counter support and can quickly respond to multi-level needs.*

- ***Leading-edge technology with cost-saving solutions.*** *CSG delivers a suite of digital options for jurisdictions—speedy digital plan reviews including electronic versions of plan comments as well as a final set of scanned plans; an optional, easy-to-use online web application/portal for submittal, tracking and approval of digital plans; and, full scanning and archival services.*

Scope of Work

Building Plan Review Services

CSG's professional engineers and plans examiners have all of the necessary licensing and certifications to provide building plan check services. With regard to CSG's conflict of interest policy, we have made the conscious decision to contract solely with public agencies and do not provide private design services on any projects within the City of Costa Mesa, thus eliminating any concern regarding conflict of interest. CSG acts at all times as agents of the agencies we serve, providing responsive customer service to all clientele. CSG is committed to putting the interests and needs of the City first and foremost.

Compliance Standards

Our team of professionals is ready to assist in all aspects of plan review and focus on the special needs and requirements of each of our clients. We promise prompt turnaround times and offer comprehensive online status reports. Our plan checkers carefully review all documents for compliance with building codes, fire codes, energy conservation standards, State accessibility regulations, and all local ordinances. We understand and will comply with the City's requirements for plan review services. Our engineers and plan reviewers review plans for compliance with all policy and model codes adopted by the State, including but not limited to:

- *2010 California Building Code, Volumes 1 and 2 as adopted by the State of California*
- *2010 California Residential Code*
- *2010 California Electrical Code as adopted by the State of California*
- *2010 California Plumbing Code as adopted by the State of California*
- *2010 California Mechanical Code as adopted by the State of California*
- *2010 California Fire Code as jointly published by the Western Fire Chiefs Association and the National Fire Protection Association (NFPA) as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)*
- *National Fire Codes as published by the National Fire Protection Association (NFPA); as adopted and referenced by the State of California (California Code of Regulations, Title-19, Section 1.09)*
- *2010 State Historical Building Code*
- *2008 / 2010 California Energy Code*
- *2010 California Green Building Code*
- *NPDES/WQMP/SWPPP Compliance*
- *City adopted ordinances and amendments relative to building and municipal codes, including project Conditions of Approval from other City departments, divisions, regulating agencies, and jurisdictions*

Plan Check Comments

All plan check comments will be formatted to the City's established correction list templates. Any additional forms established by the City for alternative methods of construction and/or deviations from requirements, such as disabled access, will be incorporated into the correction comments and returned completed with the appropriate recommendations. In addition, Internet access is available for transferring plan check comments. This will enable City staff to immediately modify our checklist for incorporation with other department comments.

OSHPD3 Reviews

Our staff of professional engineers, architects, and certified plans examiners is experienced with and have successfully completed many OSHPD3 plan reviews for multiple client agencies.

Green Building and LEED Certifications

CSG Consultants has all the qualifications necessary to assist the City in both the development of policy and the implementation of green and sustainable building practices. The Environmental and Sustainable Program division of CSG can assist on demolition and recycling as well as public outreach involved in the building industry. We have Certified Green Building Professionals (CGBP) and LEED accredited personnel on staff. Building Division staff is experienced in plan review and inspection for compliance with CalGreen and local green building ordinances.

Third Party Plan Review

If requested by the City, CSG will provide third-party plan reviews. The applicant can provide payment directly to CSG for plan review fees incurred by CSG. We will be responsible for the collection of any of third-party fees.

CASp Services

We understand California Building Departments are required to have a CASp certified person in place and available for technical questions and interpretations. Our CASp certified staff are knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with newly-formed rules and regulations we can supply a CASp certified professional to review all plans for accessibility and will comply with regulations to provide a sufficient number of building department staff who are CASP certified by January 1, 2014.

Office Hours And Meeting Availability

CSG staff is available for applicant inquiries or conferences anytime during regular business hours without charge via telephone; 8:00 AM to 5:00 PM, Monday through Friday. We can easily alter our hours to meet the City's needs. Evenings and weekends for special events and meetings can be accommodated with 24 hours notice. For your convenience, we can also meet with City staff, architects and applicants. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well. Our Project Manager will be available in person for consultation and meetings with a reasonable lead time.

Response to City Questions or Requests

CSG staff can typically respond to the City for all questions or requests generated during field inspection on any plan review during the same day, but no longer than the following day a request is received.

Plans Pickup and Delivery

We coordinate the pickup and return of all plans to via CSG staff or a licensed courier service. This service is provided at no additional cost.

Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By logging on to our website, clicking on Plan Check Status, and entering a password, staff as well as authorized applicants, can view each project document and communicate with the plan checker via e-mail or post-a-note. With a password, staff or authorized applicants can download comments from the web upon completion of the plan review. There is no additional cost for this service.

Plan Review Timelines and Availability

We work hard to provide the best quality, and most timely service in the industry. ***We pride ourselves in maintaining our requested plan review turnaround times—even delivering faster than our own deadlines—for our clients.*** Our goal is to approve code-complying projects and to successfully and quickly move work through jurisdiction processes. Our typical turnaround is as follows:

	INITIAL REVIEW	RE-CHECK
Residential New Construction	10	5
Residential Additions	10	3
Small Residential Remodels / Tenant Improvements	10	3
Commercial New Construction	10	5
Commercial Additions	10	5
Small Commercial Remodels / Tenant Improvements	10	5
Large/Complex Commercial Projects	10	5

If a review is anticipated to take longer than the maximum turnaround timing, we will notify the City representative for negotiation as to additional time required to ensure an appropriate level of review.

Accelerated Plan Check

CSG completes initial accelerated plan check in fewer than 5 working days. Rechecks are completed in less time. At your request, we can perform plan check services within an accelerated time frame; negotiated on behalf of the applicant, the City, and CSG. The fee is also negotiated on behalf of the applicant, the City, and CSG.

Digital Plan Review

CSG began the transition to digital plan review over 6 years ago, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG are immediately scanned into digital files and stored on our servers for speedy access to both our clients and our plan reviewers. Plan reviews are performed with no disruption to the workflow using a dual monitor system. Our plan reviewers furnish electronic versions of their plan comments conforming to each client's formatted templates. ***A significant benefit to this process is clients are presented upon final approval, a set of digitally scanned plans at no cost—thus saving valuable jurisdiction dollars*** and providing "green" and paperless, convenient storage of all construction-related documents.

For several jurisdictions requesting a pure digital plan review workflow, we have developed an online web application for an applicant to submit their digital files directly to us; including an online portal for the applicant/jurisdiction to retrieve their comments and submitted digital files with redlines. This online portal tracks all submittals, including re-submittals until the plans have been approved. Projects submitted digitally are processed through an easy-to-use web portal which can be customized to suit the needs of a jurisdiction.

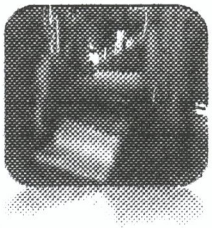
Quality Control / Quality Assurance

CSG's in-house quality assurance / quality control program utilizes a peer review process with multi-level internal plan checking and project management. A Senior Plan Check Engineer directly associated with the project is supported by technical staff in the review process to ensure consistency between observations and field data. The Project Manager (not directly involved with the project) will review the preliminary report to ensure compliance with our internal quality control standards. CSG currently works in the City of Costa Mesa and is familiar with the city's needs and procedures.

Building Inspection Services

CSG's ICC certified inspection staff possesses the necessary building industry experience to provide on-call building inspection services. The following is our summary of qualifications to provide the requested services.

Selection and Standards



CSG selects qualified, certified candidates for inspection services for review and approval. We offer fully integrated, multi-disciplined building and fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. In addition, we utilize combination inspection personnel whenever possible to perform over-the-counter plan reviews or assist as customer service back-up at the front counter in addition to regular inspection duties to save jurisdictions valuable time and expenses. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers.

Our Project Manager will consult with the designated official on all discretionary decisions and/or materials or types of construction, as well as ensuring all relevant regulatory agencies have approved the project.

For purposes of consistent application and public relations, our inspectors research the policies and special code interpretations. All inspections ensure compliance with current local and State building codes and ordinances.

Continuing Certification and Training

We take pride in working with inspectors motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance and understand that personality and customer service is crucial to on-the-job success.

All CSG inspectors are ICC certified and are routinely updated through specialized training classes and seminar attendance in approved and modern methods, materials, tools and safety used in building inspection, as well as the most current building standards.

Inspection Schedule

Our building and/or special project related inspection services are provided as-needed and can be scaled down or ramped up to fit any schedule preferable to the City. Personnel will be available for duty during the City's regular business hours Monday to Friday, from 8 a.m. to 5 p.m.; however we can also easily alter our hours to fit any specific need the City might anticipate. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. All staff is familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements.

Inspection Notification Time

CSG will provide inspection staff in a timely manner. Notification time required to provide inspection staff is typically 24 hours.

Tools and Equipment

CSG provides all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out their duties.

CASp Inspection Services

CSG will provide a CASp certified person for inspection and technical questions and interpretations on an as needed basis. CSG's CASp certified staff are available to provide on-site inspections of existing and new facilities to assist jurisdictions on interpreting and applying state and federal accessibility standards.

Effective July 1, 2010, California building departments are required to have a CASp certified specialist in place and available for accessibility questions. Additionally, the law requires that by 2014, building departments employ CASp certified staff to review plans and perform inspections in compliance with Senate Bill 1608 and the Americans with Disabilities Act (ADA). California Senate Bill 1608 sets up a process and establishes procedures for accessibility specialists (CASp) who are authorized by the State of California to inspect properties for accessibility compliance. The Bill adds several provisions to existing laws regarding construction-related disability access issues. Its primary goal is to protect the disabled public and businesses alike. Further, SB 1608 provides an opportunity for businesses to get information about accessibility from inspectors certified by the State of California.

CSG's CASp Program assists public agencies by providing accessibility compliance services by certified specialists. Our CASp specialists are certified by the State as experts in disability access laws. Our CASp specialists will conduct inspections and make recommendations on improving accessibility. Upon passing a CASp inspection, CSG will recommend the issuance of a Disability Access Inspection Certificate. These certificates are sequential and are issued by the Division of the State Architect.

Third Party Inspections

If requested by the City, CSG will provide third-party inspections. The applicant can provide payment directly to CSG for inspection costs incurred by CSG. We will be responsible for the collection of any of third-party fees.

Grading/Improvement Plan Review and Inspections

The scope of work will include review of grading and drainage plans, improvement plans, construction and post-construction best management practices, final and parcel maps, and other plans as required. Review of tentative maps and engineering support through the entitlement process can also be provided on an as-needed basis.

Additionally, site inspections for compliance with approved improvement plans and for compliance with erosion control measures will be provided by our qualified staff.

CSG can readily provide plan or map check services for the following major project types:

- *Major and Minor Residential Subdivisions*
- *Commercial Projects*
- *Multi-Use Projects*
- *Single-Family Homes*
- *Parks & Recreational Areas*
- *Roadway Projects (New and Resurfacing)*
- *Utility Projects*
- *ADA Compliance Projects*

Our experienced staff regularly reviews the following types of plans, maps, and studies:

- *Rough and Precise Grading Plans Hydrology/Hydraulic Studies*
- *Utility Plans & Profiles (Storm Drain, Sanitary Sewer, Water, Electric, Gas)*
- *Sewer Capacity Analyses*
- *Subdivision Improvement Plans (Roadways, Lots, Lighting, Joint Trench)*
- *Roadway Plans and Profiles (including Signage and Striping)*
- *Sediment and Erosion Control Plans*
- *Stormwater Pollution Prevention Plans (SWPPPs)*
- *Construction Details*
- *Traffic Signal Plans*
- *Demolition Plans*
- *Construction Cost Estimates (Engineer's Estimates/Probable Costs)*
- *Review of Tentative Maps and Preparation of Conditions of Approval*
- *Final Maps & Parcel Maps*
- *Plats and Legal Descriptions for Lot Line Adjustments, Lot Mergers, and Easement or Right-of-Way Dedications/Abandonment*

Our staff is trained and experienced in the following:

- *NPDES Compliance, Specialized in Provision C.3 Compliance*
- *Hydromanagement (HM)*
- *Construction Site Compliance for Water Quality Protection*
- *Manual on Uniform Traffic Control Devices (MUTCD)*
- *State General Construction Permit (QSD's/QSP's on staff)*
- *Caltrans Standard Specifications and Standard Plans*
- *Subdivision Maps Act & Land Surveyor's Act Industry Standard*

In addition to review of plans and maps according the list above, CSG has the necessary equipment and staff to provide topographic surveys for City-owned properties and roadways, and can also prepare parcel or final maps on the City's behalf.

CSG's construction management services include project oversight, contract administration and direction during construction, review of submittals, coordination and processing of Requests for Information (RFIs), review and assistance in negotiating change orders, maintenance of project schedules, field inspections and review of monthly progress payments to the contractor. Our inspectors are experienced in all types of public works and development projects such as: water and sewer systems

including recycled water systems, pump stations, storm drainage, roadway work, grading, paving, traffic signals and public buildings, including police and fire stations, community and senior centers, libraries, and other municipal buildings. They provide onsite construction inspection of all phases of the construction and supervision of: materials sampling, testing and field survey work, as well as reviewing onsite safety, traffic control, and public safety. CSG has provided Construction Management and Inspection Services for many development projects as well as inspected all phases of developments including water and sewer joint utilities, grading, drainage work, electrical lighting, concrete and asphalt concrete work.

Review Process

New submittals will be coordinated with Sophie Truong, the proposed project manager. At the time of new submittals, the applicant may decide to meet with the City and Ms. Truong to briefly present the project and discuss any design challenges. At that time, CSG will perform a cursory review and let the applicant know if additional documents are needed for the review.

Plan reviews may be conducted either at one of CSG's facilities or on-site at City offices. Typical and "Expedited" turnaround times for each review will be as described below:

REVIEW TYPE	INITIAL REVIEW - TYPICAL	INITIAL REVIEW - EXPEDITED	RECHECK - TYPICAL	RECHECK - EXPEDITED
Improvement/Grading Plans	10 days	10 days	10 days	5 days
Final Tract Maps	10 days	5 days	5 days	2-3 days
Parcel Maps	10 days	2-5 days	5 days	2-3 days
Lot Line Adjustments/Lot Mergers	10 days	2-5 days	5 days	2-3 days

Once the plan check has been completed, the applicant may decide to meet with the reviewing party to discuss the comments. Meetings with applicants and City staff may be conducted at CSG's offices or at on-site at City's offices. CSG will be readily available to meet with developers and engineers to discuss any concerns they may have at any stage during the review process.

For Final or Parcel Maps, we will perform the functions of Deputy City Engineer and Deputy City Surveyor and complete the following:

- *Review for compliance with the approved Tentative Maps and Conditions of Approval*
- *Review for compliance with the Subdivision Map Act*
- *Review for compliance with the Land Surveyor's Act*
- *Review of closure calculations*
- *Review of Title information for property, including existing easement based on information provided in the preliminary title report*
- *Review of record documents (maps, deeds, etc.)*
- *Review Development Agreement, Disposition and Development Agreement*
- *Review of Precise Improvements Plans for compliance with Final/Parcel Map*
- *Review of other relevant documents/approvals for the subdivision*
- *Sign mylar prints of the approved maps as City Engineer and City Surveyor.*

For Improvement Plans, we will perform the functions of Deputy City Engineer and review the plans and supporting documents for compliance with the following:

- *Geotechnical recommendations*
- *Hydrology/hydraulic studies*
- *Municipal Code, City Design Guidelines and Standards, or other City procedures and policies*
- *Community Plans (Specific Plan, General Plan)*
- *Caltrans Standards*
- *CEQA & other environmental documents*
- *Development Agreement & Disposition and Development Agreement*
- *Final/Parcel Map & Subdivision Map Act*
- *National Pollution Discharge Elimination System (NPDES) permits*
- *Other regional agency requirements as they relate to infrastructure needs*
- *ADA compliance*
- *Traffic studies, parking issues*
- *Industry Standards*

Online Plan Review Tracking

CSG offers a convenient service allowing clients to check plan review status and comments online. By logging on to our website, clicking on Plan Check Status, and entering a password, staff as well as authorized applicants, can view each project document and communicate with the plan checker via e-mail or post-a-note. With a password, staff or authorized applicants can download comments from the web upon completion of the plan review. There is no additional cost for this service.

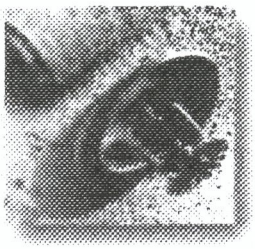
Quality Assurance/Quality Control

CSG's in-house quality assurance/quality control program utilizes a peer review process with multi-level internal plan checking and project management. As highlighted in the organizational chart shown within this proposal, a Principal Engineer directly associated with the project supports experienced staff in the review process to maintain consistency between projects. Our staff has the technical support, tools, and technical expertise to review and coordinate various types of development reviews at the highest level.

Fire Department Plan Review and Inspections of Fire Protection Systems

Fire Plan Review

We furnish fire and life safety, special hazards, and fire sprinkler and fire alarm plan review for any and all structures with emphasis on the unique needs and requirements of each of our clients. We are also experienced in special hazards and risks associated with industrial and commercial buildings, single-family and multi-family complexes. We promise thorough, accurate review with prompt turnaround times and offer comprehensive online status reports.



Our review ensures compliance with all local ordinances, and State Codes and Federal codes and standards related to Fire and Life Safety, including the following:

- *2010 California Building Code, Volumes 1 and 2 as adopted by the State of California*
- *2010 California Residential Code*
- *2010 California Mechanical Code as adopted by the State of California*
- *2010 California Fire Code (as adopted by the State of California)*
- *National Fire Codes as published by the National Fire Protection Association (NFPA); as adopted and referenced by the State of California*
- *City adopted ordinances and amendments relative to building and municipal codes, including project Conditions of Approval from other City departments, divisions, regulating agencies, and jurisdictions*

PROJECT TIMELINES

Our typical turnaround is as follows:

	INITIAL REVIEW	RE-CHECK
New Construction Fire and Life Safety Review	5	3
New Commercial or Residential Complexes	5	3
New Campus with Multiple Structures	5	3
New Fire Sprinkler System	5	3
Tenant Improvement Fire Sprinkler System	5	3
New Fire Alarm System	5	3
Tenant Improvement Fire Alarm System	5	3
New Construction Fire and Life Safety Review	5	3
Special Hazard or Use Regulated by the Fire Code	5	3
Occupancies Using Reportable Quantities of Hazardous Materials	5	3
Review of State Regulated Occupancies	5	3

Many projects are small in scope and plans can be reviewed on-site if in-house staff is utilized. At your request, we have a team of additional professionals available for timely review on complex or sensitive projects. If a review is anticipated to take longer than the maximum turnaround timing, we will notify the City immediately to determine best alternatives.

Fire Inspection Services

SELECTION AND STANDARDS

We offer fully integrated, multi-disciplined building and fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. Our certified inspectors ensure compliance with applicable fire codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Our fire inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers.

For purposes of consistent application and public relations, our inspectors research the policies and special code interpretations of the City. All inspections ensure compliance with current City and State building codes and ordinances.

INSPECTION SCHEDULE

Our building and/or special project related inspection services are provided as-needed. Personnel are typically available for duty from Monday to Friday, from 8 a.m. to 5 p.m.; however we can easily alter our hours to better fit the City's needs. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. All staff is familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements.

CONTINUING CERTIFICATION AND TRAINING

We take pride in working with inspectors motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance and understand that personality and customer service is crucial to on-the-job success. All CSG inspectors are certified and are routinely updated through specialized training classes and seminar attendance in approved and modern methods, materials, tools and safety used in building inspection, as well as the most current building standards.

INSPECTION NOTIFICATION TIME

CSG will work with the City to provide inspection staff in a timely manner. Notification time required to provide inspection staff is typically 24 hours.

TOOLS AND EQUIPMENT

CSG provides all vehicles, fuel maintenance and other equipment necessary for inspectors to carry out duties.

Permit Processing / Front Counter Support

CSG has staff immediately available to provide Permit Technician services. As requested, the following is our summary of qualifications to provide the requested services. Resumes for all proposed staff are included in the Appendix of this proposal.

These first response services are vital to the success of the entire building and safety permit process as they often set the tone for the applicant whether a homeowner, contractor, or architect. CSG handpicks exceptionally qualified personnel with a central focus on operating as an extension of the City's team, understanding the importance of exemplary customer service, knowledge on the inner-workings of building departments, and are thoroughly familiar with the building application and permit process.

Our permit technicians are trained in a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Many of our staff are also dual-role employees and can serve as both inspector(s) and front counter support. Personnel work collaboratively with applicants and have a can do attitude to help resolve issues and find solutions for applicants. Qualified candidates with the required experience will be presented for City approval. Personnel can provide the following, but are not limited to:

- *Welcome and receive customers at the public services counter*
- *Provide public information regarding permit applications, plan review and inspection requirements*
- *Answer questions quickly and correctly directly from the public, from phone calls and emails*
- *Receive, process and issue building permits and coordinate the plan review and inspection process, including tracking, routing and storage of plans*
- *Identify and assist in the collection of all necessary fees for building permit applications, and other building department services*
- *Maintain filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans and other appropriate*
- *Develop reports required such as applications submitted, permits issued, inspection requests, revenue, etc.*
- *Create public informational documents, handouts explaining technical issues or requirements for permit issuance*
- *Familiarity with various permit tracking software programs*

Code Enforcement

Code enforcement activities are a crucial service to ensure not only public health and safety but also to enhance economic development throughout the City. Blighted conditions such as vacant lots, overgrown weeds, deteriorated building exteriors, missing or broken windows and screens, foreclosures, and inoperable vehicles all contribute to City deterioration. CSG can supply code enforcement specialist to identify and work with property owners to correct code violations to the exact specifications needed to satisfy the City. Codes and ordinances enforced include:

- *Zoning Codes*
- *Building Codes*
- *Housing*
- *Public Nuisances*
- *State Health & Safety Codes*
- *Other Issues Relating to Health, Safety, and Community Welfare*

Typical services include preparing abatement cases for and testifying in public hearings and court proceedings on behalf of the City; serving as a resource and providing information on the City of Costa Mesa regulations to property owners, residents, businesses, the general public, and other City departments and divisions.

Staffing Qualifications

Technical Capabilities and General Experience

CSG is well qualified to provide professional plan check and inspection services to the City of Costa Mesa for Building, Grading Improvement and Fire Prevention services. All of our clients are exclusively public agencies, thus eliminating any concern of conflict of interest. Each of our proposed staff members possesses the necessary certification and training required for these services. Please refer to the Technical Capabilities and Personnel Qualifications Table for more detailed information regarding our proposed staff credentials. We have included a comprehensive list of clients and services provided within the References Section of this proposal.

Our staff understands the development approval process because we have worked side-by-side with local communities building and refining these very systems. CSG has carefully selected key professionals and anticipated resources specific to this project. We offer professional engineers, highly qualified plan examiners, fully certified inspectors as well as certified technicians with extensive experience. All proposed personnel are highly skilled and experienced understanding the policies and procedures necessary for streamlined services and superior customer care. Main staff profiles are included within this proposal for your review. Additional staff can be added when workload warrants. With each additional staff member proposed, CSG will obtain prior approval from the City's designated manager. CSG will not utilize the services of sub-consultants for this contract.

Commitment to Excellence

We encourage staff to participate in and contribute to the many associations important to our industry. CSG was recently honored as the California Building Official Association's (CALBO) Industry Leader of the Year for service and dedication to the building and safety industry. Knowing technical excellence and proficiency is vital to successful public service, attendance at update seminars, specialized training classes, and continuing certification conferences are an integral part delivering the best in the business to our clients. Many of our staff hold or have held key positions within the groups listed below as well as serve as in-demand instructors and trainers. We support community outreach whenever possible.

- *League of California Cities*
- *California Building Officials*
- *International Code Council*
- *ICC Chapters of Sacramento Valley, East Bay, Peninsula, Napa-Solano, Yosemite, Monterey, Shasta Cascade, Los Angeles Basin, Coachella, Orange Empire, Foothill*
- *County Building Officials of California*
- *California Fire Chiefs Association*
- *Northern Fire Prevention Officers*
- *Southern Fire Prevention Officers*
- *American Public Works Association*
- *Institute of Transportation Engineers*
- *Structural Engineers Association of Northern California*
- *Structural Engineers Association of Southern California*

Project Management and Team Interaction

Khoa Duong, PE, will serve as Project Manager for this contract and ensure adequate resources are applied as well as oversight and quality control at all levels. Khoa has acted as the contract Building Manager for many Southern California communities throughout his career.

Primary Personnel Qualifications

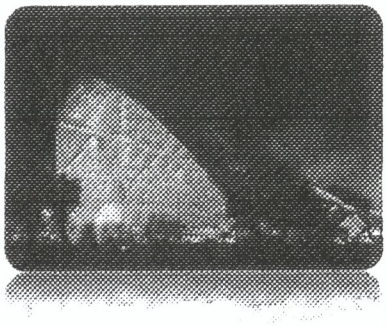
NAME	QUALIFICATIONS	LICENSE/ CERTIFICTION	SERVICES PROVIDED
Khoa Duong, PE Project Manager/ Plan Review Engineer	Professional Engineer, State of California Certified Plans Examiner, ICC Certified	43901 0840436	Project Management, Building (Structural & Non-Structural), T24 Energy, Accessibility, Plumbing, Mechanical, Electrical
Paul Armstrong, PE, CBO Senior Plan Review Engineer, Building Official	Professional Engineer, State of California Building Official, ICC Certified	45464 0002014-CB	Building (Structural & Non-Structural), T24 Energy, Accessibility, Plumbing, Mechanical, Electrical
Ritchie Kato, SE, PE, CASp Structural Plan Review Engineer	Structural Engineer, State of California Civil Engineer, State of California CASp Specialist	SE2650 C31833 272	Building (Structural & Non-Structural), T24 Energy, Accessibility, Plumbing, Mechanical, Electrical, CASp
Ed Chock, SE, PE Structural Engineer	Structural Engineer, California Structural Engineer, Nevada Structural Engineer, Arizona Structural Engineer, Utah Civil Engineer, California Civil Engineer, Nevada Civil Engineer, Texas Certified Building, ICC Certified Plans Examiner, ICC Certified Building Plans Examiner CBC Certified Building Plans Examiner Certified Certified Building Official Certified Registered Civil Engineer Registered Structural Engineer	SE3759 018605 51735 7850765 2203 24158 018605 106754 3118 88554 0123030 0123030 0123030 24158 3759	Building (Structural & Non-Structural), T24 Energy, Accessibility, Plumbing, Mechanical, Electrical
Tung Le, EIT Plans Examiner	Plans Examiner		Building (Structural & Non-Structural), T24 Energy, Accessibility, Plumbing, Mechanical, Electrical
Sophie Truong, PE, QSP/QSD Senior Engineer / SWPPP	Civil Engineer, State of California Certified SWPPP Developer/Practitioner (QSD/QSP)	C68110	Development Review/SWPPP Plan Review
Vance Cook Combination Inspector	Building Inspector, ICC Certified Combination Inspector, ICC Certified Residential Combination Inspector, ICC Certified Commercial Plumbing Inspector, ICC Certified CALBO Disaster Worker	5003436 5003436 5003436 5003436 5003436 SAP50958	Inspection
Dennis Lockard Fire Plan Reviewer/Inspector	Certified Fire Marshal, Registered Chief Officer Uniform Fire Code Inspector, Fire Inspector II	1065844 1065844	Fire Plan Review, Inspection
Daniel Najera	Fire Prevention 1A Fire Prevention 1B Fire Prevention 1C		Fire Plan Review, Inspection
Alenoush (Ellen) Petrosian Permit Technician, Clerical	Building & Safety Permit Technician 1 & 2		Permit Technician

Relevant Project Experience | References

4

A brief sampling of our relevant experience is presented below.

The Anaheim Regional Transportation Intermodal Center (ARTIC) | ANAHEIM, CA



CSG performed fire and life safety and electrical reviews for the Anaheim Regional Transportation Intermodal Center (ARTIC) project; a world-class development project in the City of Anaheim at 2626 Katella Road. ARTIC combines a transportation gateway and mixed-use activity center on a 16-acre site owned by the Orange County Transportation Authority (OCTA) and the City of Anaheim. Construction details include a 120 foot high clam shell-like, 2-story structure and interior mezzanine. The structure is connected to train platforms by a bridge.

ARTIC will serve as a hub for Orange County and the region, where freeways, major arterials, bus routes and Orange County's backbone rail system converge. ARTIC services will include: OCTA bus, Anaheim Resort Transit, airport flyaway shuttles, taxi, and tour and charter buses as well as accommodate future plans for the Anaheim Rapid Connection (ARC) and high-speed trains.

City of Fullerton Police Department Facility | FULLERTON, CA

The present Fullerton Police facility was originally dedicated as the City Hall in July, 1942. The building's balanced design, enclosing the sunken patio on two sides, is complemented by fine detail work that is particularly apparent in the central corner tower. The Police Department has occupied the building since construction of the New City Hall in 1963.

- Coordinated and provide building and structural plan check
- Provided on-call building inspection services

Best Buy | TUSTIN, CA

- Provided on-going building plan review
- Provided Building Inspection services
- Reviewed plans for on- and off-site improvements
- Collaborated with the city toward the timely delivery of the project
- Participated in hearings and presentations to City Council and various neighborhood organizations

Richard Nixon Library | YORBA LINDA, CA

- Coordinated and provided building and structural plan review throughout the project
- Reviewed plans for on-site improvements
- Assisted the City in handling Architects, Structural Engineers, and overall plan check comments
- Worked with staff and development team from the beginning to ensure all questions pertaining to the structure were addressed, thereby allowing construction to start on time
- Participated in numerous hearings and presentations to City Council and various neighborhood organizations

References

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require. We have provided representative building services within the last year or longer for the following:

City of Fullerton
Kirk Warren
Building and Code Enforcement Manager
303 West Commonwealth Avenue
Fullerton, CA 92832
(714) 738-6558
Building Plan Review and Inspection Services
Ongoing - 11 years

City of Anaheim
Jon Traw, P.E.
Chief Building Official
200 S. Anaheim Blvd.
Anaheim, CA 92805
(714) 765.5153
Building Plan Review and Inspection Services
Ongoing – 4 years

City of Orange
David Khorram, P.E.
Building Official
300 East Chapman Ave.
Orange, CA 92866
(714) 744-2222
Building Plan Review and Inspection Services
Ongoing – 12 years

County of Orange
Hadi Tabatabaee, P.E., C.B.O.
County Building Official
300 N. Flower
PO Box 4048
Santa Ana, CA 92702
(714) 667-8843)
Staff Augmentation, Engineering Plan Review Services
Ongoing - 7 years

City of Tustin
Y. Henry Huang, P.E., C.B.O.
Building Official
300 Centennial Way
Tustin, CA 92780
(714) 573-3130
Building Plan Review and Inspection Services
Ongoing - 8 years

City of La Habra
Roy Fewell
Chief Building Official
201 E. La Habra Blvd.
La Habra, CA 90631
(562) 905-9724
Building Plan Review and Inspection, Building Official, Counter Technician, Staff Augmentation, Engineering Plan Review Services
Ongoing – 10 years

Proposed Rates

CSG will mail an invoice at the beginning of every month for services rendered during the previous month. We do not anticipate the use of sub-contractors for this project. CSG provides pick-up and delivery of plans as no additional cost. CSG proposes the use of a percentage option based on plan review fees collected by the City, or compensation utilizing hourly rates.

Percentage | Hourly Rate Schedule

CSG will mail an invoice at the beginning of every month for services rendered during the previous month. Compensation can be based on hourly rates or on a percentage fee basis. Hourly fees are listed as well as the requested proposed percentage fees:

Plan Review Services

Description **Rates**

**Fee includes initial review and 2 reviews, if necessary; additional reviews will incur hourly fees*

Full Plan Check Services by Percentage..... 75% of the City's Collected Plan Review Fees
Structural | Mechanical | Electrical | Plumbing
Plan Review by Percentage ..... 35% of the City's Collected Plan Review Fees
Chief Plan Check Engineer (Manager) ..... $100 per hour
Plan Check Engineer..... $85 - 95 per hour
Plans Examiner..... $75 per hour

Building Inspection Services

Chief of Inspection (Manager) ..... $80 per hour
Senior Building Inspector (Supervisor) ..... $70 per hour
Combination Building Inspector..... $55 per hour

Building Official Services

Assistant Building Official..... $100 per hour

Permit Technician Services | Clerical Support

Permit Technician Supervisor/Manager ..... $50 per hour
Permit Technician II ..... $40 per hour
Permit Technician I (entry level) ..... $30 per hour
Office Supervisor/Manager..... $30 per hour
Office Assistant II..... $30 per hour
Office Assistant I ..... $30 per hour

CASp Services

CASp Consultation..... $85 per hour
CASp Inspection..... $55 per hour

Fire Prevention Services

Fire Marshal ..... $95 per hour
Fire Plans Examiner ..... 85% of the City's Collected Plan Review Fees / $85 per hour
Fire Inspector ..... $55 per hour

Code Enforcement Services

Chief of Code Enforcement (Manager) ..... $80 per hour
Sr. Code Enforcement Officer (Supervisor) ..... $70 per hour
Code Enforcement Officer..... $55 per hour

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made by mutual agreement based upon current CPI.

Additional Information

Optional Contract Services

As a multi-discipline firm, CSG can provide additional consulting services in response to the City's needs and requests. When additional staff is needed, our experienced professionals are ready at a moment's notice. We will work side-by-side with existing staff to meet needs and budget requirements. We currently augment staffing in many Building Departments, serving as building officials, inspectors, and counter technicians during periods of transition or high level project flow. CSG can also furnish code enforcement, geotechnical plan check, grading, subdivision map, and improvement review. We can work full-time or part-time, on a long-term or temporary basis.

Electronic Plan Review

CSG has an excellent Information Technology team available to assist the City with any IT needs. Our staff is extremely familiar with many municipal software applications. In addition, CSG has developed GreenVue Fusion, an innovative web-based Electronic Permit System integrated with a Digital Plan Review engine. Our product is a single source solution managing the full life cycle of any community development project, big or small. CSG currently provides digital plan review services to a number of jurisdictions within California. By allowing for the electronic management and delivery of all documentation required for a project, it is possible the only piece of paper printed will be the final Certificate of Occupancy. Our integrated, intelligent system includes the following key modules:

- *Permit Generation and Management*
- *Plan Routing and Tracking*
- *Collaborative Digital Plan Review*
- *Field Inspection Management*
- *Code Enforcement Case Tracking*
- *Digital Archive*
- *Built-In Public Web Portal*

GreenVue Fusion is backed by CSG's diverse team of highly experienced individuals with solid public service backgrounds. We leverage the latest technologies to deliver a superior product. GreenVue Fusion represents the next logical step in the evolution of permit systems.

Environmental and Sustainable Programs

The Environmental and Sustainable Programs Section can provide jurisdictions with program design, development, and implementation in green building programs, sustainable City programs, waste reduction programs, and climate change action plans. CSG can work with your staff to create a practical and effective program with CSG staff providing guidelines, policies, resources, and implementation assistance.

Professional Resumes

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➔ ***Staff Profiles***

KHOA DUONG, PE

Vice President, Southern California
Building and Fire Life Safety

LICENSES / CERTIFICATIONS

Civil Engineer, State of California | *43901*
Plans Examiner | *ICC 0840436-B3*
CEC Non Residential | *NR05-94-5665*
CEC Residential | *R05-05-5055*

EDUCATION

Bachelor of Science, Civil Engineering | California Polytechnic State University, Pomona

Mr. Duong serves as CSG's Building and Life Safety Manager and performs the key role of plan review quality control. With more than twenty five years of experience in building plan review, including onsite plan check engineer services, Khoa ensures that CSG's clients receive the highest quality plan review services. Prior to joining CSG, Mr. Duong worked in both the public and private sectors. His experience includes the following:

- *Vice President in charge of plan review for Berryman & Henigar, where he worked for ten years.*
- *Supervising plan review engineer for Willdan, where he was responsible for the day-to-day operations of the plan review section in the San Bernardino office and served as plan review engineer for numerous cities and counties throughout California and Nevada.*
- *Plan review engineer with the City of San Diego Building Department.*

Mr. Duong's expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations. The following reflects a portion of Khoa's relevant experience:

Supervising Plan Check Engineer, Various California Cities. Khoa provided plan check oversight for over 40 jurisdictions, including the Cities of San Bruno, South San Francisco, Pomona, Fontana, Simi Valley, Mission Viejo, Garden Grove, Redondo Beach, Hermosa Beach, Buena Park, Santa Ana, Indian Wells, Loma Linda, Ontario, Colton, and San Bernardino, as well as the Counties of San Bernardino, Los Angeles and San Diego. In addition, Khoa managed plan check engineers and oversaw the day-to-day operations of the building department. He also served as engineer for plan check services, performing paper and electronic structural plan check and non-structural MEP, energy, and ADA reviews for commercial, industrial, and residential structures.

Plan Check Engineer, Various California Cities. Khoa served as Plan Check Engineer for the Cities of Turlock, Burlingame, Rancho Cordova, Chino, Murrieta, and Costa Mesa. Mr. Duong performed structural plan check and non-structural MEP, energy, as well as ADA reviews for commercial, industrial, and residential structures.

In-House Plan Check Engineer, Various California Cities. Khoa served as an In-House Plan Check Engineer for the Cities of Orange, Fullerton, Yorba Linda, Tustin, Westminster, and La Habra, performing structural plan check and non-structural MEP, energy, and ADA reviews. He interfaced with developers, architects, and engineers.

PAUL ARMSTRONG, PE, CBO

Senior Plan Review Engineer | Building Official

LICENSES AND CERTIFICATES

Building Official | *0002014-CB*
Professional Engineer, State of California | *45464*

EDUCATION

B.S. Civil Engineering | California State University, Long Beach
Advanced Study, Fire Protection Engineering | University of California, Irvine

PROFESSIONAL AFFILIATIONS

Secretariat: International Residential Code for 1 and 2 Family Dwellings (1997-2000)
Co-Secretariat: ICC
Performance Based Building Code
Secretariat: International Zoning Code (1996-2000)
Secretariat: General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO (1992-1996)
Technical Editor: 1997 Uniform Codes and UBC Handbook
NIBS HHS Code Comparison Committee (1994)
FEMA Building Performance Review Team member (1993)
NIBS Flood Standards Comparison Committee (1992)
Coordinator, Pacific Rim Conference on Performance Based Codes
Various ASCE Standards committees
SEAOC Code Committee liaison
ASME A17.1 Code Coordinating Committee
ANSI Construction Standards Board

AWARDS

CALBO Instructor of the Year

Paul offers a strong background in plan review and code development from his longtime position with ICBO/ICC starting as an engineer and ending as Vice President. Paul was the Building Official of El Monte and "knows code" from many angles with 21 years experience in the building codes and standards community, including his work with all the Uniform and International Codes, ASCE 7, ANSI A117.1, FHAct, ADA, CA Title 24 Accessibility regulations, to name a few. At CSG Paul combines his wealth of knowledge, hard work, and excellent customer services; tap into Paul for all code related issues including effective plan review and inspection solutions.

RITCHIE KATO, SE, PE, CASp

Plan Review Engineer

LICENSES / CERTIFICATIONS

Structural Engineer, State of California | *SE2650*
Civil Engineer, State of California | *C31833*
Certified Access Specialist | *CASp-272*

EDUCATION

M.S. Degree, Structural Engineering | Stanford University, Palo Alto, CA
B.S. Degree, Civil Engineering | California Polytechnic State University, Pomona, CA

Mr. Kato is a Structural Engineer and Building Official for CSG Consultants, Inc. His extensive experience in performing plan review on public, commercial, industrial, and residential structures provides CSG's clients with premiere quality plan review services. His expertise includes structural design and plan review for compliance with applicable UBC, UPC, UMC, NEC, California amendments, accessibility, energy requirements, and state handicapped regulations.

Prior to his employment with CSG, Mr. Kato was the Principal for Kato Engineering, where he performed structural engineering consulting services for public and private clients. He was responsible for structural design and structural plan reviewing for a full spectrum of building types and occupancies. His employment with the City of Westminster provided him with extensive plan review experience. Mr. Kato reviewed plans for compliance with all relevant state and local codes.

Subsequent to his work with the City of Westminster as a plan review engineer, Mr. Kato was commissioned by the City to update the municipal code to correspond to current California code requirements.

Mr. Kato has performed plan review for the Westminster Town Hall and Police Station, Laguna Hills High School, Chapman University, Whittier Christian High School, and the City of Orange, Main Public Library. His extensive knowledge of public buildings and his commitment to timeliness and quality contribute greatly to each jurisdiction he serves.

Mr. Kato was commissioned as full-time Building Official for the City of La Habra. Recommended by the City of Orange, Mr. Kato assisted the City of La Habra's Building Department during their period of transition, supervising and managing plan review, inspection and counter staff, coordinating the various building departments, and managing personnel issues. Additionally, Mr. Kato coordinated City and private projects with the building, planning, engineering, and public works departments, worked to update the City's municipal code, and provide feedback to facilitate development of efficient departmental practices and procedures.

Mr. Kato has the expertise and broad experience necessary to effectively coordinate, foster, and help develop all aspects of a municipal building department.

TUNG LE, EIT

Plans Examiner

LICENSES / CERTIFICATIONS

Engineer-In-Training, State of California | *122739*

EDUCATION

Bachelor of Science in Civil Engineering (Structural Emphasis)
California Polytechnic State University, Pomona

Mr. Tung D. Le serves in the Plan Review Division at CSG's Southern California headquarters, located in Santa Ana. He currently performs building plan reviews of complex commercial and residential structures and reviews existing buildings for change of use or occupancy in compliance with California codes and City ordinances. Mr. Le brings a strong work ethic and positive attitude, providing CSG's clients with the highest quality plan review and customer service.

Prior to joining CSG, Mr. Le developed his skills in structural design during his internship at Van Dorpe Chou & Associates, a structural engineering consultant firm. He performed structural design for single family dwellings and residential complexes, as well as shop drawing reviews.

Mr. Le has also broadened and developed his level of experience through his internship as a staff engineer at Leighton Group Inc., focusing on geotechnical engineering. His duties included obtaining soil samples, conducting field investigations, formalizing boring logs, and preparing soil reports.

SOPHIE TRUONG, PE

Senior Engineer

REGISTRATIONS/ CERTIFICATIONS

Professional Civil Engineer | *State of California 68110*
Certified SWPPP Developer/Practitioner (QSD/QSP)

EDUCATION

Bachelor of Science, Civil Engineering
University of California Berkeley, Berkeley, CA

TRAINING

California Subdivision Map Act Seminar
Bay Area Hydrology Model (BAHM)
Municipal Regional NPDES Permit Provision C.6 (Construction BMPs)

Ms. Truong has extensive experience in both the design and review of various types of projects at all levels of development, from entitlement to final grading and improvement plans. Past projects have included the preparation or review of tentative maps, final or parcel maps, and comprehensive improvements plans for large, hillside and coastal residential subdivisions in both Southern and Northern California, commercial and industrial projects in San Francisco Bay and the Los Angeles regions, and various local public works projects such as bicycle paths, new roadway construction, roadway rehabilitation, and utility projects. Some of Sophie's recent review projects include:

- *Pacific Ridge 63-lot Subdivision in Half Moon Bay*
- *Redwood Gate 45-lot Subdivision in Palo Alto*
- *The Oyster Point Redevelopment Project in South San Francisco*
- *The Branciforte Creek 32-lot Subdivision in Santa Cruz*
- *Menlo College / Menlo School Redevelopment in Atherton*

As part of her development review experience, Sophie manages incoming submittals, reviews plans and prepares comments and redlines, and regularly meets with project applicants and City personnel to review the project and discuss design issues. In addition, Ms. Truong has been effectively managing CSG's Development Review team since 2008, not only providing quality assurance/quality control for in-house reviews, but also providing training, mentoring and engineering support to the review team.

Ms. Truong is particularly adept at reviewing projects for compliance with the State's Subdivision Map Act, Local Ordinances, Project Conditions of Approval, NPDES permit requirements, CEQA mitigation measures, Coastal Development Permit conditions of approval, and any other permits or regulations enforced at the municipal, state, or federal level.

In addition to providing development review services, Sophie also provides on-going design and surveying efforts as a project manager for Public Works projects. Some of Sophie's recent design experience includes the Seymour Street Extension to Highway 1 and the Highway 1 Bicycle and Pedestrian Trail in Half Moon Bay, the federally funded Serramonte Blvd Roadway Rehabilitation Project in Colma, and the Spencer Dam Spillway Repair ad Tartan Trail Sanitary Sewer Relocation Project in the Town of Hillsborough.

Prior to joining CSG, Ms. Truong pursued a career in geotechnical engineering where she acquired valuable knowledge in the construction industry preparing engineering recommendations for various types of foundations and supervising field and laboratory work. She followed her geotechnical experience with two years as a consultant for the City of Los Angeles, establishing methods of repair and managing construction of the City-wide sewer system damaged in the 1994 Northridge earthquake.

VANCE COOK

Building Inspector

LICENSES / CERTIFICATIONS

Building Inspector | *ICC 5003436-10 5003436-B5*
Combination Inspector | *ICC 5003436-56*
Residential Combination Inspector | *ICC 5003436-R5*
California Commercial Plumbing Inspector | *ICC 5003436-I3*
CALBO Disaster Worker Certified | *SAP50958*

EDUCATION

Fullerton Community College, Fullerton, CA | Electrical, Plumbing, Mechanical, Title 24
Energy/Access Disabled Access | Fullerton, CA
Addison Career Institute, Uniform Building Code | Ontario, CA
Cerro Coso Community College, AA Degree | Ridgecrest, CA
Dale Carnegie: Human Relations / Speaking | Anaheim, CA

Mr. Cook is a Building Inspector who joined CSG with over ten years of professional experience, focusing on building inspection and plan review. Among his many projects are commercial and residential building inspections, chief swimming pool inspector for commercial and large estate for the City of Anaheim, contract municipal building inspector for the cities of La Habra, Costa Mesa, and Tustin, permit technician services for the County of Los Angeles, and structural surveys for the City of Los Angeles. Major projects include complete inspections of renovated commercial structures, rated and non-rated single and community family residential new construction, and assisting the cities of Costa Mesa and Tustin in implementing the 2005 energy code. Prior to joining CSG, Mr. Cook performed building and safety inspection services for three years for a number of independent developers, contractors, and the public.

He has a wide range of experience including: field inspection; U.B.C. application; electrical, mechanical and plumbing code application; code enforcement; permit technician; commercial and residential inspection, commercial inspection, fire safety and administration.

ALENOUSH (ELLEN) PETROSIAN

Permit Technician

LICENSES / CERTIFICATIONS

Building & Safety Permit Technician 1 & 2

EDUCATION

AutoCad | Irvine Valley College & Orange Coast College
Microsoft Office, Word, Excel, PowerPoint | Irvine Valley College
Adobe Acrobat, Enterprise 1-JD Edwards and Quickbooks

Ms. Petrosian brings a full complement of experience and talent to any front counter environment. She is extremely skilled at municipal environments, processes and procedures and understands the value of exceptional customer service.

EXPERIENCE

City of Costa Mesa | Building and Safety Department & Transportation /Engineering Department
Intern/Volunteer

- *Administrative duties, filing, word-processing, spreadsheets and data entry'*
- *Document archiving, tracking and updating reports*
- *Permit technician duties; processing a variety of land use, building, plumbing, mechanical, reviewing plans and development applications for completeness, calculating fees, issuing permits and explaining the review process to front counter clients*
- *Scanning, drafting, and desktop publishing*
- *Engineering support related to the program area*

PEP Investments | Irvine CA **LAPINCO, Inc.** | Glendale, CA
Mechanical Engineer/Cost Estimator

- *HUD;s project based – Section 8 Housing Program*
- *Communications and interact with residents to ensure resident satisfaction*
- *Conduct showings for interested leasing prospects*
- *Filing, expense reports and financial management*
- *Rent collections, bank deposits, financial statements*
- *Monitor delinquencies*
- *Process purchase invoices and accounts payable*
- *Manage and monitor maintenance requests and maintenance crew to assure coordination*
- *Site inspections to ensure work completion*

ALENOUSH (ELLEN) PETROSIAN

Permit Technician

LICENSES / CERTIFICATIONS

Building & Safety Permit Technician 1 & 2

EDUCATION

AutoCad | Irvine Valley College & Orange Coast College
Microsoft Office, Word, Excel, PowerPoint | Irvine Valley College
Adobe Acrobat, Enterprise 1-JD Edwards and Quickbooks

Ms. Petrosian brings a full complement of experience and talent to any front counter environment. She is extremely skilled at municipal environments, processes and procedures and understands the value of exceptional customer service.

EXPERIENCE

City of Costa Mesa | Building and Safety Department & Transportation /Engineering Department
Intern/Volunteer

- *Administrative duties, filing, word-processing, spreadsheets and data entry'*
- *Document archiving, tracking and updating reports*
- *Permit technician duties; processing a variety of land use, building, plumbing, mechanical, reviewing plans and development applications for completeness, calculating fees, issuing permits and explaining the review process to front counter clients*
- *Scanning, drafting, and desktop publishing*
- *Engineering support related to the program area*

PEP Investments | Irvine CA **LAPINCO, Inc.** | Glendale, CA
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- *Monitor delinquencies*
- *Process purchase invoices and accounts payable*
- *Manage and monitor maintenance requests and maintenance crew to assure coordination*
- *Site inspections to ensure work completion*