

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 7th day of November, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and THE CODE GROUP, Inc. dba VCA CODE ("Consultant"), a California corporation.

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to assist staff with Building and Safety Professional Staffing services as more fully described 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" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City, in accordance with the California Environmental Quality Act and the City's environmental procedures, and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory, meeting the requirements of the California Environmental

- Quality Act and the City's environmental procedures;; 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. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Twenty Eight Thousand Dollars (\$128,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal 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 the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times 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.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of eight (8) months, ending on June 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with

the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City 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:

The Code Group, Inc. dba VCA Code
1845 W. Orangewood Avenue
Suite 210
Orane, CA 92868
Tel: (714) 363-4700
Email: jboydell@vcacode.com
Attn: Janet Boydell

IF TO CITY:

City of Costa Mesa

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5273
Email: randy.buck@costamesaca.gov
Attn: Randy Buck

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 "E" 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 negligent and willful acts as a result 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 this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

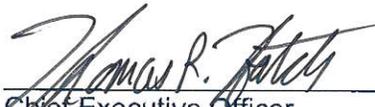
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

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

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

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

CITY OF COSTA MESA,
A municipal corporation



Chief Executive Officer

Date: 11/14/16

CONSULTANT, The Code Group, dba VCA Code



Signature

Date: 11-7-2016

Tom Van Dorpe, President
Name and Title

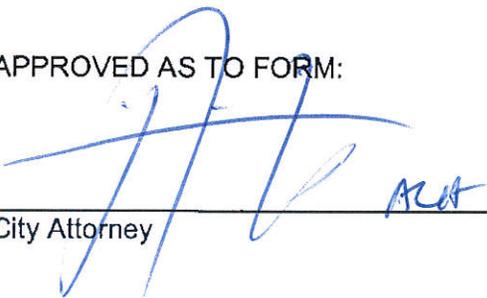
02-0697917
Social Security or Taxpayer ID Number

ATTEST:



City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:



City Attorney

Date: 11/18/16

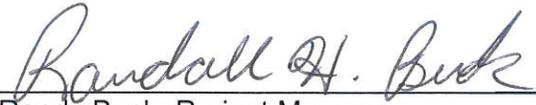
APPROVED AS TO INSURANCE:



Risk Management

Date: 11/9/16

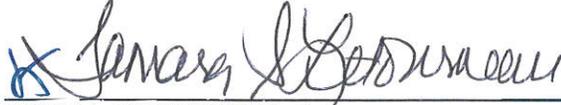
APPROVED AS TO CONTENT:



Randy Buck, Project Manager

Date: 11/8/16

DEPARTMENTAL APPROVAL:



TAMARA LETOURNEAU for
Economic Development and
Development Services Director / Consultant

Date: 11/10/16

APPROVED AS TO PURCHASING:



Stephen Dunivent, Interim Finance Director

Date: 11.10.16

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK (COMMERCIAL INSPECTION SERVICES)

- Commercial Building Inspection Services
- Commercial Building Inspection Experience
- Plan Check Services and Experience
- Required Code Knowledge
- Required ICC Certification

EXHIBIT B
EMERGENCY JUSTIFICATION APPROVAL

EMERGENCY JUSTIFICATION FORM

RE: REQUISITION/P.O. NUMBER: _____ \$128,000 _____

VENDOR: VanDorpe Chou and Associates _____

Emergency purchases should be made only (1) to preserve life, health or property; (2) upon a natural disaster; (3) to correct or forestall a shutdown to maintain essential public services; or (4) other unforeseeable events.

Please complete this form and forward it with a requisition/purchase order to the Purchasing office within 48 hours of the emergency.

Please describe the nature of emergency and justification for the emergency purchase. Attach any cost comparisons, quotations, or other pertinent information.

The City currently has one commercial inspector who is in the process of going on a leave of absence and will be unable to provide inspection services. Staff has contacted the current, five consulting firms (Melad and Associates, CSG and Associates, Bureau Veritas, Scott Fazekas and Associates and Interwest) requesting they provide the City with commercial inspector(s) for the past three months. To date, the five firms are unable to provide staffing.

VanDorpe Chou and Associates is a consulting firm that the City has used in the past and is currently able to provide immediate staffing to ensure that the City can continue to provide commercial inspection services.

Should this request be denied, the City will have to "shutdown" commercial inspections.

Department/Division: Development Services/Building

Department /Division Head Signature: [Signature] Date: 10/31/16

[Signature] Purchasing Agent: Stephen Dumivent Date: 11.2.16

*City Manager: [Signature] Date: 11/4/16

*(Emergencies estimating/totaling over \$25,000 require City Manager's approval signature.)

PURCHASING OFFICE USE ONLY:

EXHIBIT C
CONSULTANT'S PROPOSAL



1. COVER LETTER

November 1, 2016

City of Costa Mesa
Randy Buck
Chief of Operations
77 Fair Drive
Costa Mesa, CA 92628

Subject: Proposal for Professional Staffing Services

Dear Randy:

THE CODE GROUP, INC., dba VCA CODE (VCA) is pleased to respond to the City of Costa Mesa' (City) request for a proposal to provide the highest quality *Building & Safety Professional Staffing Services*. VCA's history of providing longstanding service and dedication to many other like jurisdictions exemplifies our excellent customer service history, whether serving at a City or outsourced as-needed.

VCA brings a strong team of highly experienced contract employees such as Building Inspectors, Permit Technicians, Code Enforcement Officers, Traffic Engineers, etc., and can also provide out-sources Plan Review. We have been providing these same scopes of services for more than 37 years to many clients and jurisdictions.

We're committed to developing a thorough and responsive work plan. We'll work seamlessly with the City staff; identify and offer various options to quickly resolve issues; and deliver cost effective solutions that meet the needs of the City and your community at large.

Mr. Charles Russell, CBO will be the primary contact and act as a full-time liaison for City. Mr. Russell has more than 30 years' experience as a project manager and Building Official for several jurisdictions. Mr. Russell serves on several international Code Council (ICC) committees, California Building Officials (CALBO) committees and is the 2015 Past President of the ICC Orange Empire Chapter of Building Officials.

I certify under penalty of perjury, that VCA complies with non-discrimination requirements of the State and Federal Governments. The Code Group, Inc. was incorporated in the State of California.

Please do not hesitate to call for clarification on any part of this submittal. The conditions of this proposal shall remain valid for a period of 360 days from the date of the submittal.

Sincerely,

THE CODE GROUP, INC.

JANET BOYDELL
VICE PRESIDENT



2. TABLE OF CONTENTS

- 1. COVER LETTER..... 1
- 2. TABLE OF CONTENTS.....2
- 3. OFFICE LOCATION & KEY POINTS3
- 4. STATEMENT OF QUALIFICATIONS.....4
- 5. METHODOLOGY, APPROACH AND QC5
- 6. SERVICE CATEGORIES5
- 7. SCOPE OF SERVICES:.....5
- 8. REFERENCES.....7
- 9. KEY PERSONNEL.....9
- 10. STAFFING AND PROJECT ORGANIZATION10
- 11. PERSONALIZED SERVICE..... 10
- APPENDIX 1:..... 12
- FEE SCHEDULE..... 12
- APPENDIX 2: RESUMES..... 13

3. OFFICE LOCATION & KEY POINTS

The VCA CODE Team



VCA Code - Headquarters
1845 W. Orangewood Avenue, Suite 210
Orange, California 92868
Principal Contact: Charles Russell, CBO
(714) 363-4700 Ext. 501
crussell@vcacode.com

- Founded in 1979, over 37 years of experience in building department services
- The Code Group, Inc. (dba VCA Code) is a California Corporation
- Like services with multiple jurisdictions
- Over 50 technical personnel who have the experience and ability to provide a full range of services required for any City including:
 - Certified Building Officials
 - Licensed and ICC Certified Plan Examiners
 - Registered Structural Engineers
 - Civil and Mechanical Engineers
 - ICC Certified Building Inspectors, including Mechanical, Electrical, & Plumbing
 - Fire Protection Engineers and Code Enforcement Officers
 - Structural Calculations and Soils Reports; Zoning and Landscape Ordinances
 - AICP Planners and contract City Planners
 - Public Works Engineers – Grading & Right-of-Way inspection
- State Certified CASp experts, and State Certified “Safety Assessment Program”
 - Inspectors sponsored by the Governor’s Office of Emergency Services
- Energy and Green Building Codes; CALGreen, LEED-AP (BD+C Homes), CEA, Commissioning, GPR measures
- Various Reporting, Construction Documentation, and Extensive Code Knowledge
- Electronic Plan Check services
- Proximity to the City of Costa Mesa: 12 miles and 16 minute drive



4. STATEMENT OF QUALIFICATIONS

- 1. Introduction & Firm Profile:** VCA is a California Corporation and was founded in 1979. Our headquarters are located in Orange, CA, with a branch office located in Oakland, CA. VCA has performed over 50,000 building plan reviews for more than 25 Southern California jurisdictions. Our leadership has a professional background as licensed engineers and certified building officials. VCA understands the diverse needs of the City of Costa Mesa related to the enforcement of Federal, California and City codes and amendments. Our goal is excellent service with a staff that acts as a seamless extension of the City staff with an effective outcome.
- 2. Staff and Expertise:** VCA and its professional staff bring an extensive plan review expertise, building inspection, and other functionalities that the City can rely on and be assured that our knowledge of current California Building Codes and compliance with Municipal Code requirements will be strictly enforced. VCA's licensed professionals are capable of reviewing plans for any type of structure, electrical, plumbing, mechanical, and disabled access requirements for residential and non-residential projects. Resumes of key personnel are included, however VCA offers over 50 technical personnel who have the experience and ability to provide a full range of services required for any City.
- 3. Sustainability and Disabled Accessibility:** VCA is a recognized, well-known thought-leader when it comes to training and conversing on the subject and practical challenges of implementing Title 24 regulations. Notably, VCA has provided more technical presentations related to Sustainability, ADA and Structural Building Code development than other like firms.
- 4. Communication and Meeting with City Staff and Applicants:** As practicing building officials and engineers, we understand the struggle experienced by applicants striving to meet the growing demands of the building code. VCA and its staff have been well-trained about how to work with applicants and City staff to help them understand codes requirements. **We are more than willing to meet with staff, or an applicant, whenever requested by the City.**
- 6. Industry Associations:** VCA has a long-standing participation and technical involvement with the International Code Council (ICC), Los Angeles Regional Uniform Code Program (LARUCP), Structural Engineers Association of California (SEAOC), International Association of Plumbing and Mechanical Officials (IAPMO), and others.
- 7. Training:** VCA has earned a strong reputation for conveying highly technical building regulations into common-sense, best-practice solutions that are greatly appreciated. VCA's staff is sought-after speakers and trainers. Participants in our informative seminars include architects, engineers, homeowners, and local shop keepers. VCA's qualifications are most notably seen through the respect we have earned among building officials and industry professionals, many of whom reach out to us for understanding and clarity.



5. METHODOLOGY, APPROACH AND QC

VCA's policies to quality management is a multi-layer approach which consists of a project manager dedicated to the goals of the client, and continuing education and training for all staff members to keep VCA at the forefront of knowledge, technology, and code development. VCA continually updates an extensive library of all applicable and adopted building codes and reference standards; and modifies and upgrades review standards to reflect code changes, and VCA guarantees that plan reviews are in alignment with the current standards. We participate in the code development community for the purpose of contributing when called upon and by keeping abreast of the policies changes within the different agencies in our state.

6. SERVICE CATEGORIES

VCA is ready to provide the City with services for Plan Review, Building & Safety including Building Inspection, Fire Inspection & Plan Review, and Permitting Services, as well as CASp Consulting Services. VCA stands capable with a highly qualified internal staff for any outsourcing needs, and/or provide contract employees to work on-site for any function. VCA brings an extremely capable staffing team, capable of finding any type of function needed at the City.

In addition, VCA can provide a team of outstanding sub-contractors. And when it comes to *Ca/Green*, VCA's team is second to none. The VCA-Green team is seen as thought-leaders, who conduct workshops throughout California, and are capable of assisting the City with any type of sustainability issue. VCA's internal and diverse groups of experts will serve the City with the utmost knowledge and efficiency.

VCA's team takes a multi-level approach which will focus on meeting the goals and objectives identified in the scope of services for all category requirements.

7. SCOPE OF SERVICES:

Building Inspection Services

- 1. Qualified ICC Certified Inspectors:** Our inspection services include the following services and procedures: Qualified ICC certified inspectors; Compliance with all City policies and procedures; Combination inspections; Written corrections and record keeping; Compliance with AB 717; and Coordination with other City agencies. Our inspection personnel will perform the same duties as a regular City Building Inspector including, but not limited to, the following:
- 2. Building Inspections:** Foundation Inspection - after all reinforcing steel is in place; Concrete slab or under-floor inspection; Frame inspection; Lath or gypsum board inspection; Oversight of work performed by special inspectors; Other inspections as required to ascertain compliance with the Building Code or other laws enforced by the Building Official; and Final building inspection.



3. **Plumbing Inspections:** Underground installations; Waste lines; Water piping; Plumbing top out; Shower pans; Sewer lateral and connection; Gas piping; Gas test; Other inspections as required to ascertain compliance with the Plumbing Code; and Final plumbing inspection.
4. **Mechanical Inspections:** Underground ducts and piping; Ducts and piping; Return air; Combustion air; Exhaust systems; HVAC equipment including FAU; Vents and registers; Fire dampers; Other inspections as required to ascertain compliance with the Mechanical Code; and Final mechanical inspection.
5. **Electrical inspections:** Temporary power poles; Underground conduit; Main service entrance; Sub-panels; Grounding and GFI; Rough wiring; Receptacles and fixtures; Smoke detectors; other inspections as required to ascertain compliance with the Electrical Code; and Final electrical inspection.
6. **Energy inspection:** Insulation "R" values; Windows for correct U-factor and S.H.G.C.; Hot water piping insulation; Commissioning of new buildings greater than 10,000 square feet; Acceptance testing of systems; Elements noted in the energy forms incorporated in the approved plans are complete.
7. **CALGreen:** Insure all elements of CALGreen have been accomplished during the course of construction; Insure all applicable documents have been completed and sign as required; Verify CALGreen commissioning has been accomplished to building greater than 10,000 square feet; Verify all third party documents and approvals are submitted at building final; Verify all documents associated with the "Owner's Manual" are complete and submitted to the building owner.
8. **Compliance with all City policies and procedures:** VCA inspection personnel will act as an extension of the City's own staff. Our inspectors comply with all policies and procedures established by the City of Corona. Our inspectors will inspect all work in accordance with the approved plans. Whenever a question arises regarding an interpretation of the Code or the approved plans, our inspectors will consult with the building official or designated member of the City staff for a final determination.
9. **Combination Inspections:** VCA inspection personnel are experience and certified in more than one area and will perform combination inspections for residential projects, tenant improvements and other developments which do not require highly specialized inspections.
10. **Written corrections and record keeping:** VCA inspections are trained to maintain detailed and accurate correction notices and inspection records. All inspections will be recorded in accordance with the City's established procedures. Each correction is written in plain language stating the item shown on the plans that are deficient and the requirement that must be indicated in order to show compliance with the code.
11. **Project Team Qualifications:** We have a team of knowledgeable professionals that not only possess a seasoned, realistic perspective, but can also provide practical suggestions for improvement in the most efficient and cost-effective manner.



Fire Plan Check and Certified Inspectors

1. For 37 years, VCA has been providing Fire Department services (excess of 5,000 reviews) – Fire Protection Engineer on Staff. Service for multiple jurisdictions, including: Los Angeles County, City of Colton, City of Buena Park, City of Dana Point, City of Laguna Beach, City of San Marino, as well as the Orange City Fire Authority, and others. Services include:
 - a. Review fire sprinkler and fire alarm systems for compliance with NAPA standards and with jurisdiction.
 - b. Types of fire prevention plan reviews include, but are not limited to: Single family structures; Multi-family structures (up to 600 units); Shopping malls; Office buildings (single and multi-story); High rise structures, and public arenas; Hood Fire Suppression Systems; Water storage tanks with fire pump systems; Hydrant sizing and location based on site project analysis; Analyzing standpipe sizing and location for high rise structures; Factory with hazardous and non-hazardous capabilities; Fuel modifications and Fire Flow Testing; types of commercial Tenant Improvements (TI's); and Photovoltaic.
 - c. Scope of work is based on project information contained in submitted plans and may include: Fire sprinkler location based on structural and architectural design; Proper coverage of system based on type of occupancy; Proper application of fire codes based on type of construction method (Type I – V); Reviewing special features such as water curtains when submitted; FDC locations are properly located based on the City Fire Marshall requirements; Providing a high level of collaboration with local Fire Marshall to insure all local standards and amendments are noted or illustrated on the submittal documents in a format that meets the client standards; NFPA 13 Systems, and working with RJA and OCFA; Flammable fabrics and suspended fire sprinkler systems.

8. REFERENCES

VCA provides similar services for multiple jurisdictions. VCA's provides a full range of engineering disciplines. In the commercial domain, our plan reviews, inspections and CASp consulting include mall expansions in the cities of Arcadia, Buena Park, a fitness center, office buildings for the Department of Social Services, and various structures using concrete tilt-up construction methods; eight auditoriums for the City of Buena Park; four-story townhouse and mixed-use commercial building for the City of West Hollywood. In the residential domain, recent plan reviews and inspections include: a multi-story SFD sprinkler system in the City of San Clemente; and a new SFD in the City of Bradbury. Inspection services include grading and paving for the City of Irvine; and inspections for commercial and residential in the city of Newport Beach. In the Planning and Environmental areas, we assist the City of Bradbury, the City of Sierra Madre, and the City of Monrovia. And all amusement rides added to Knott's Berry Farm since 2000 have been reviewed by VCA. A few cities include:



Code

City of Costa Mesa Proposal for As-Needed Staffing Services



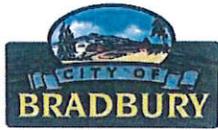
City of San Marino
Aldo Cervantes, CBO
2200 Huntington Dr.
San Marino, CA 91108
(626) 300-0700
dsaldana@Cityofsanmarino.org

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



City of Arcadia
Don Stockham, CBO
240 W. Huntington Dr.
Arcadia, CA 91066
(626) 574-5418
dstockham@ci.arcadia.ca.us

**Building Plan Review
CASp Consulting**
Rusnak Mercedes Benz Dealership
Westfield Shopping Mall
Restaurants
(Provided Services Since 1998)



City of Bradbury
Michelle Keith, City Manager
600 Winston Ave.
Bradbury, CA 91008
(626) 358-3218
mkeith@Cityofbradbury.org

**Full Building Department
Building Official**
Staffing, planning and Inspection Services
Engineering Plan Review
(Providing services since 2008)



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

**Plan Review Services
& Fire Sprinklers**
Building Inspection
Permit Processing Staff
(Providing services since 2005)



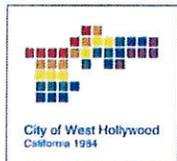
County of Los Angeles
Fady Khalil, Sr. Civil Engineer
Department of Public Works
Building and Safety Division
LA City Dept. of Public Works
900 S. Fremont
fkhalil@dpw.lacity.gov
(626) 458-6394

**Building Inspection
Permit Technicians,
Code Enforcement,
Document Processing Staff**
Staffing as-needed
(Providing services since 2010)



City of Newport Beach
Seimone Jurjis, CBO
Building Department
P.O. Box 1768
Newport Beach, CA 92658
(949) 644-3282
sjurjis@newportbeachca.gov

**Full Building Department Staffing, Plan Review and
Inspection Services**
Engineering Plan Review
(Providing services since 2007)



City of West Hollywood
Steven Bailey, Building Official
Building & Safety Dept
8300 Santa Monica Blvd.
West Hollywood, CA 90069
sbailey@weho.org

**Building Plan Review
and Staffing Services**
(Providing services since 2014)
(323) 848-6475
sbailey@weho.org



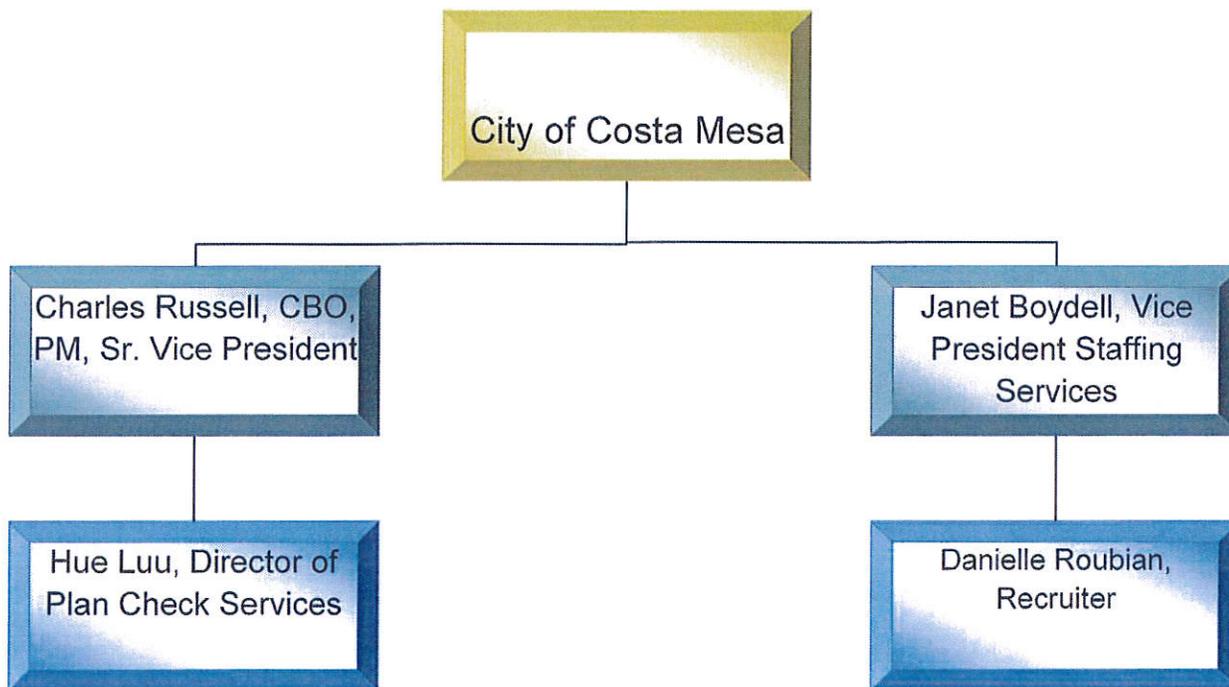
9. KEY PERSONNEL

Name	Title	Qualifications – Licenses/Certifications	Years of Experience	Length with Firm
Thomas VanDorpe	President	Registered Structural S-4611 Registered Civil Engineer ICC Certified Building Plans Examiner ICC Certified CALGreen Plans Examiner	20+	20+
Charles Russell	Building Official Senior Vice President Project Manager	ICC Certified Building Official ICC Certified Plans Examiner ICC Certified CALGreen Plans Examiner ICC Certified CALGreen Building Exam	30	8
Rich Hendricks	Sr. Building Inspector	ICC Certified multiple certifications	20	3
Daniel F.	Sr. & Combination Building Inspector	25 certifications including: ICC Certified Residential, Commercial, Mechanical, Electrical, Plumbing, ++	25	1
Aaron T.	Sr. Building Inspector	ICC Certified – Building Inspector Multiple Certifications	25	1
Thomas B.	Building Inspector	ICC Certified – Building Inspector Multiple Certifications	15	.5
Geri F.	Sr. Permit Technician, Counter Specialist, & Building Inspector	ICC Permit Technician Certification ICC Residential Building Inspector ICC CALGreen Plans Examiner AACE Code Enforcement Officer	20	1
Linnea H.	Permit Technician, Counter Specialist	ICC Permit Technician Certification	15	.5
Mary F.	Sr. Permit Technician, Counter	ICC Permit Technician Certification	10	1
Janet Boydell	Vice President of Staffing & Executive Recruiting	Generalist Recruiter, Author of two books & Workshop Presenter, Creator of the Fast-Forward Resume™ BSBA Cal Poly Pomona	21	1.75
Danielle Roubian	Talent Specialist	Generalist Recruiter & Staffing Expert BA Sociology, CS Fullerton	2	.5
Moe Fakh	Director of Sustainability	Master of Public Administration LEED AP-O+M, Certified BPI CCP-CX, Certified CGBP	8	3

10. STAFFING AND PROJECT ORGANIZATION

(See Appendix for Resumes)

An organization chart presenting communication for the City to VCA:



11. PERSONALIZED SERVICE

VCA is committed to providing best-in-class customer service. We value interpersonal communication that fosters mutual understanding and builds successful relationships. The value in choosing VCA for your plan review and staffing services is the personal touch that only we can offer. Our reputation is built on the quality of service we provide.

Project Manager: Charles Russell will provide weekly visits to answer any questions applicants or City staff may have. To ensure uninterrupted service, all jurisdictions are provided with a backup project manager for constant contact by applicant and City staff. If for any reason, VCA's project manager or assistant project manager are unable to provide immediate assistance, VCA promises to return all email and phone calls the same day of receipt.



**City of Costa Mesa
Proposal for As-Needed Staffing Services**

VCA Staff: When VCA provides services to a client, we seek to become a trusted yet invisible part of the City's team that contributes to citizen satisfaction. Working under the policies and directives of the responsible department, VCA staff offer an alternative that is seamless, efficient and professional.

Financial Stability and Insurance: During the past 37 years of business we have always met our financial obligations on time. A copy of our latest financial statement is available for review upon request. We have two million dollars in E&O insurance and have never been required to make a payment due to a claim against the firm. **There is no pending litigation.** An updated insurance certificate will be issued if awarded the contract. A sample Insurance Certificate is included.



APPENDIX 1: FEE SCHEDULE

For the City of COSTA MESA

Compensation for Staff Augmentation Services will be based upon the following hourly rates. Building Inspector and Permit Technician fees will be based on experience and by agreement between the City and VCA.

Building Inspector (Residential or Commercial with one or more certifications)	
Hourly Rate	\$65.00 to \$85.00
Sr. Building or Combination Inspector (with multiple certifications + MEP)	
Hourly Rate	\$75.00 to \$90.00
CALGreen Inspector	
Hourly Rate.....	\$85.00
Permit Technician	
Hourly Rate	\$50.00 to \$65.00
Mileage Reimbursement.....	\$0.54/mile (or Current IRS Rate)



APPENDIX 2: RESUMES



Tom Van Dorpe, SE President

Years of Experience
25+

RELEVANT PROJECT EXPERIENCE

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

EDUCATION

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

LICENSES & CERTIFICATIONS

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

EXPERIENCE

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



Charles "Russ" Russell, CBO

Sr. Vice President /Project Manager

Years of Experience

30 (10 as Building Official)

RELEVANT PROJECT EXPERIENCE

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

EDUCATION & CERTIFICATIONS

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

EXPERIENCE

- Sr. Vice President responsible for the operations and management of building code evaluation and plan checking services for municipal building departments across California for previous 5 years
- Member of the International Code Council (ICC) Los Angeles Basin Chapter Green Building Code Committee and the Fire Life Safety Committee and responsible in the development of Chapter training
- Past President of ICC Orange Empire Chapter
- Presenter on state wide tour of seminars for the implementation of CALGreen in collaboration with the Building Standards Commission (BSC), State Department of Housing and Community Development (HCD), and Green Technology of Pasadena.
- Taught architects, engineers, building and planning personnel, contractors, developers, and educators for in-depth residential and commercial applications.
- Former building official of City of El Monte
- Former project manager for a construction corporation and had direct supervision of multi-million dollar projects. These projects included shopping centers, multi-story office buildings, construction and alteration of hospital facilities, new dialysis buildings, medical laboratories, multi-family dwelling units, public works projects, multi-level span-crete structures, and specialized residential projects

Janet Boydell

Vice President of Staffing Solutions and Executive Recruiting

Years of Experience

20+

RELEVANT STAFFING and RECRUITING EXPERIENCE

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

EDUCATION

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

ACHIEVEMENTS

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

EXPERIENCE

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



Richard D. Hendricks

Senior Building Inspector

Years of Experience
16 years' experience

RELEVANT PROJECT EXPERIENCE

- Over 16 years' experience as a Building Inspector with Project Management experience
- Worked as Building Inspector for the cities of Buena Park and Downey

PROFESSIONAL MEMBERSHIPS:

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

LICENSES & CERTIFICATIONS

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

EXPERIENCE

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

Daniel F.**Sr. Building Inspector and Plans Examiner****Years of Experience**

25 +

RELEVANT PROJECT EXPERIENCE

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

MULTIPLE LICENSES & CERTIFICATIONS

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

EXPERIENCE

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



Aaron T.

Sr. Building Inspector (Past experience as Plan Checker/Permits & Counter Services)

Years of Experience

30+

RELEVANT PROJECT EXPERIENCE

- Extensive experience working on site for various Cities
- Combination Inspector and part-time Plan Checker and Permit Technician
- Eleven years' experience: working in construction as a roofer, framer, concrete finisher and tile setter.
- Worked as an applications engineer.

EDUCATION & CERTIFICATIONS

- Certifications:
 - ICC Commercial Inspector
 - ICC Residential Inspector
 - ICC Combination Dwelling Inspector
- CALBO/ICC Numerous training seminars (2006-2014)
- Safety assessment Inspector (expires 9/30/19)
- Control Data Computer Systems
- Central Methodist College

EXPERIENCE

- **City Experience** – VCA contract employee, responsible for:
 - All Structural, Mechanical, Plumbing, and Electrical inspections from Pre-grade through Final for:
 - New, Remodels, Additions, Upgrades and Repairs of Residential Properties
 - Performed code violation inspections
 - Computer entry for all inspections and correction information as well as collection, review and distribution of all documents including soils reports, structural observations, Title 24 certifications and other required documents prior to C of O issuance.
 - Commercial inspection of HOA areas including parking lots.
- **City of La Palma:** (Contract employee) Responsible for:
 - All Commercial and Residential Inspections, including reviewing plans, conducting inspections, and write up of corrections
 - Plan Check of Solar and Residential remodels – primarily single story
 - Permit issuance
- **City of Cypress:** (Contract employee) Part-time as a Combination Inspector and Permit Technician
- **City of Santa Ana:** Combination Inspector – City employee. Responsible for:
 - Structural, Mechanical, Plumbing and Electrical Inspections on Commercial and Residential Properties
 - Performed occupancy inspections and code violation investigations.
 - Represented the Building Department at the Santa Ana Emergency Operations Center
- **Advanced Semiconductor Materials, Phoenix AZ** – Application Engineer
 - Provided engineering support at customer locations around the world
 - Installed computers, precision gas and temperature controllers, and robotic systems used to manufacture semiconductor components
- **Construction Experience – 11 years.** Worked for general contractors during college courses



Thomas B.

Building Inspector – Multiple Certifications (Residential & Commercial)

Years of Experience

25 Years in Construction

LICENSES & CERTIFICATIONS

- ICC Residential Building Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- Uniform Plumbing Code Plumbing Inspector
- Journeyman Carpenter with Apprenticeship
- OSHA Level 1 Fall Protection
- UBC 40 Hour Hazardous Waste Worker Training

EDUCATION & SKILLS

- Associate of Arts in Kinesiology – Mt. San Antonio College
- Construction Technology Major – Norco College
 - Office procedures & field, Inspection, Blueprint reading,
 - CA. State Accessibility, Energy Conservation, Mechanical code, Building Code Ordinances, Plumbing Code, National Electric Code, Engineering for Inspectors, and Soil Technology

ACCOMPLISHMENTS & AFFILIATIONS

- Built two houses from the ground up.
- Member of the International Code Council
- Member of the International Association of Plumbing and Mechanical Officials

EXPERIENCE – Savvy construction foreman with extensive experience in managing projects and field staff, including code enforcement.

- Stater Bros. Markets | Construction Department
Foreman 2007 – 2015
 - Substantial experience in remodeling grocery stores.
 - From concrete footings to the finished trim
 - Oversaw asbestos removal, refrigeration installation, and other trades
 - Trained crew about building codes
 - Supervised 10 crew workers
 - Tracked payroll
- ASR Constructors | Superintendent 2001 – 2007
 - Supervised and guided construction crew and subcontractors
 - Built schools, including parking lots and playgrounds from earthwork, framing, forms, and concrete
 - Wrote RFI's and provided plan review
- EL Yeager Construction | Carpenter 1999 – 2001
 - Set concrete forms and false work for bridges, abutments, and walls
- Previous Experience
 - Built two houses from the ground up



Geri F.

Sr. Counter Specialist at City Departments

Years of Experience – 20

RELEVANT PROJECT EXPERIENCE

- **City of Mission Viejo and City of Orange:** Eight years working in Building & Safety as a Sr. Permit Technician
- **ICC Orange Empire Chapter - member Education Committee & Green Building Committee**
- **Skills and attributes:**
 - Very knowledgeable of building codes and city ordinances
 - Public counter service experience
 - Effectively communicates with residents, architects, engineers and City personnel in multiple departments.

EDUCATION & CERTIFICATIONS:

- ICC Permit Technician Certification
- ICC Residential Building Inspector
- ICC California Residential Bldg Inspector Certification
- ICC CALGreen Plans Examiner
- ICC CALGreen Inspector Certification
- ICC Zoning Inspector Certification
- ICC Prop Maintenance & Housing Inspector Certification
- Notary Public
- California Contractors License, B & A
- AACE Property Maintenance & Housing Inspector
- AACE Code Enforcement Officer
- AACE Zoning Enforcement Officer
- AACE Code Enforcement Administrator
- Complete range of office skills and software including: Microsoft Office, Microsoft Outlook, RBJ, QuickBooks Pro, FileMaker Pro, SIRE Archive, GIS, CRM, SIRE Electronic plan check
- Coastline: AS in Building Codes
- Green Building Technology
- Boise State University: Business/Social Science

EXPERIENCE

- **City Experience: (Total of 8 years for two cities)**
- **Building & Safety: Sr. Permit Technician**
 - Building Counter permit processing and issuance.
 - Review and process applications and construction documents, including electronic submittals
 - Handled inquiries, and code requirements
 - Follow and administer policies and procedures
 - Maintained and stored records, files and logs according to City policies for permits and inspections
- **CITY OF MISSION VIEJO/ previously with CAA**
- **Senior Permit Technician**
 - Primary duties: Building counter permit processing and issuance. Review and process applications and construction documents including electronic submittals. Calculate plan check, permit, and fees. Code enforcement: Receive, process, and follow-up on code enforcement complaints.
 - Process and issue Certificate of Occupancy documents. Process recycling deposit refunds. Research and prepare various statistical reports.
 - Organize and maintain building records. Create, customize, and update forms.
 - Monitor building counter operations and train new permit technician staff as needed.

Other Experience:

- **PICKFORD ESCROW COMPANY Mission Viejo, CA**
Senior Escrow Assistant ■ 03/2004-10/2007
- **EXCEL ELECTRIC San Juan Capistrano, CA**
Office Manager
- **TOWER COMPANIES El Centro, CA**
- **Co-Owner, Administrator ■ 02/1995-01/2001**
 - Co-own and operate a successful general engineering company. Involvement in all phases of company ownership including standard and prevailing wage payroll, purchasing, A/R, A/P, billing, and collections. Contract research and management. Hire, supervise and train employees. Liaison between owners, developers, subcontractors, vendors, suppliers, employees, city and county officials, and local residents and businesses where jobs were performed.



Linnea H.
Permit Technician

Years of Experience
19 Years as a Permit Specialist

LICENSES & CERTIFICATIONS

- ICC Permit Technician

OTHER

- Able to Multi-task Effectively
- Efficient and Accurate
- Self-starter
- Reliable
- Detail oriented
- Motivated
- Team-player
- Excellent Communication Skills
- Fluent in Spanish and Portuguese

EDUCATION & SERVICES

- Santa Monica City College

OTHER

- Previous experience includes 12 years as a bookkeeper

EXPERIENCE

- City Experience | Permit Specialist
 - Verify plans, square footage on plans using scale, approvals, licensing requirements, applicable building codes, local ordinances and ownership for permit issuance.
 - Verify and collect permit fees, issue building permits, issue receipts, respond to customer inquiries both in person and by phone regarding permits, plan checks, tracking projects and inspection issues.
 - Provide assistance to inter-departmental City staff, maintain address database and approve or deny address requests, reconcile daily cash and prepare daily cash reports and deposit using One World accounting program.
 - Prepare monthly reports for County Assessor and other outside agencies.
 - Formulate weekly permit report for other City Departments.
 - Answer phones, refund fees, credit permit accounts and reconcile to daily cash report.
 - Manage projects/plan checks using the Project Dox computerized system including tracking and verifying submittals/resubmittals, verify square footages, assess valuation and fees through permit issuance, archive plans, train Cashier to take in payments and prepare daily cash report and deposit.
- Santa Monica Municipal Employees Association | Treasurer
 - Reconcile bank accounts, prepare and monitor annual budget, accounts payable, prepare monthly financial statements, reconcile monthly payroll deductions for 900 employees to insurance statements, make payroll adjustments and pay statements.
 - Respond to inquiries by employees and insurance companies regarding payroll deductions, write checks as approved by the Board of Directors, issue payroll checks, prepare quarterly payroll taxes, year-end payroll tax, W-2's, 1099's, and prepare bank deposits.



Mary F.
Permit Technician

Years of Experience: 10+

EDUCATION & EXPERIENCE

- Multi-City Permit Technician:
 - La Quinta, Indio & Mission Viejo
 - Counter Assistance
 - Calculations for valuations and fees
 - Issued Permits
 - Routed Plans to outside consultants
 - Assisted Building Official
- Familiar with various software:
 - Track-It!, FileMaker Pro and HdL

LICENSES & CERTIFICATIONS

- ICC Permit Technician-3/12/18

OTHER

- Customer & Detail Oriented
- Adaptable
- Extremely Organized
- Great Communication Skills
- Processed payments for Short Term Vacation Rental Program, Transient Occupancy Tax, and Business Licenses
- Balance cash drawer each day for Community Development Department
- Calculated and collected school fees and calculated Public Facility Fees for commercial, industrial, and other locations.

EXPERIENCE

- **City Experience** | Certified Permit Technician (City employee – working the counter)
 - Receive, review and process plan check/permits for Building & Safety, Planning and Public Works.
 - Verify that all projects have met requirements for issuance; calculate fees and build permits from sequence sheets (tract homes).
 - Assisted customers at the counter
 - Route plans to outside consultants; and perform any additional request or tasks from Building Official, Director, or supervisor.
 - Record retention processing for Public Works.
- **City of Indio** | Permit Technician (City employee)
 - Calculated fees and processed checks to outside agencies.
 - Issued permits, created monthly reports, and handled Public Records Requests.
 - Maintained a great Customer Service attitude when interacting at the counter.
- **Mission Viejo** | Permit Technician (Contract employee)
 - Received and reviewed building applications
 - Scoped projects and relevant permit requirements
 - Educated customers regarding necessary permits and general code compliance of proposed projects
 - Verified professional and contractor licenses
 - Calculated and verified valuations and fees
 - Accepted payments and issued permits as authorized
 - Maintained records and prepared reports as required
 - Assisted in completing permit applications by explaining building permit requirements, assisted and advised the general public in matters relating to building requirements and status of submitted projects.
 - Tracked plan check applications through approval and routed plan checks to appropriate personnel.
 - Logged inspection requests and prepared field files for daily inspection for building inspections.
 - Plan checks for Planning Department and prepared Certificate of Occupancy as required.
 - Assisted building inspectors in coordinating inspection requests, performed clerical duties for building inspectors.

Moe Fakh, MPA, LEED AP, BPI, CGBP

Director of Sustainability

Years of Experience

9

RELEVANT PROJECT EXPERIENCE

- Director of Sustainability Division at VCA Code
- Manages a team of seven highly accredited individuals representing disciplines in:
 - Architecture
 - Mechanical
 - Modeling
- LEED accredited professional with construction and building
- Certification experience
- Strong communicator

EDUCATION & CERTIFICATIONS

- Master's in Public Administration, emphasis in Urban Planning, San Diego State University
- Bachelor of Arts International Security and Conflict Resolution, specialization in Global Systems

EXPERIENCE

- Strong research and project management abilities with a focus on tenant improvements and LEED Certification
- Ability to effectively present and pitch project information
- Competent with entitlement processing
- Efficient plan reading, proof reading and document review abilities
- Possesses effective interpersonal, written and communicative skills and a natural capability or resolving conflicts with positive results
- Able to scope projects, manager resources and determine the critical path to project completion
- Delivered construction and project management on tenant improvements and LEED certified projects.
- Coordinated with building ownership, municipalities and subcontractors to deliver completed projects within budget
- Engaged in operating costs reductions through energy auditing and implementation of no and low cost measures
- Presented financial projections for building cost reduction measures (ROI, NPV, SRR, SPP)
- Consulted with City and Public Utilities to earn rebates for installed building systems
- Advised building engineers on new products that would assist with energy cost reductions
- Fire Code, Uniform Building Code and NFPA standards



Danielle Roubian

Talent Specialist

EXPERIENCE

HIGHLIGHTS

- Detail-oriented, efficient and organized.
- Possess strong analytical problem solving skills, with the ability to make well thought out decisions.
- Extremely versatile, fast learner, ability to work well under pressure and with minimal supervision.
- Strong written and verbal communication skills.
- Experienced in: time management, delegation, decision-making, staff development, and interpersonal communication.
- Self-confident, reliable, committed, and energetic.

Technical Experience

- Well versed in HRIS & ATS systems; Career Builder, Cal Jobs, and Recruiter Workspace
- Complete Microsoft Office Suite and Google Docs

EDUCATION

- Fullerton Junior College – Sociology
- Cal State University Fullerton – Sociology

ADDITIONAL

- Negotiated wage rates and other terms and conditions for employment with candidates.
- Completed necessary pre-employment processes including references and background screenings.

- VCA Code | Talent Specialist
 - Develop recruiting strategies designed to identify qualified candidates utilizing various databases
 - Instrumental at finding and meeting candidates for:
 - Building inspectors
 - Permit Technicians
 - Plan checkers
 - E.I.T.s and P.E.s
 - Code Enforcement Officers
 - Planners
 - CAD Drafters
 - Evaluate candidates' strengths compared to client requirements by phone screening, evaluating, and face-to-face interviewing
 - Write creative ads and post at appropriate sites
 - Sustain employee personnel archives to contain employee position modifications
 - Prepare VCA format resumes & submit to cities
 - Coordinate and schedule candidates for interviews at VCA and at multiple jurisdictions
- Aerotek | Recruiter
 - Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administered performance counseling, coaching, and disciplinary measured when necessary.
 - Worked with Account Managers to identify top accounts, target skill sets, key market segments, and to assess client staffing requirements.
 - Communicated effectively to with others to create a productive and diverse environment.
 - Maintained relationships with industry contacts to provide customer service, gain industry knowledge, and receive referrals and sales leads.
 - Coordinated new employee processes that comprised of onboarding, new hire orientation, and documentation handling.