

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BUREAU VERITAS NORTH AMERICA, INC.**

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

**WITNESSETH:**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

### **3.0. TIME OF PERFORMANCE**

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

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

### **4.0. TERM AND TERMINATION**

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

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

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

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

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

## 5.0. INSURANCE

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

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

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

Bureau Veritas North America, Inc.  
1665 Scenic Ave. Suite 200  
Costa Mesa, CA 92626  
Tel: (714) 431-4100  
Attn: Khoa Duong

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSULTANT**

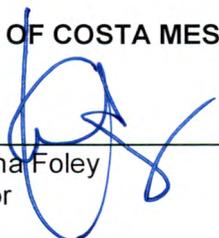
  
\_\_\_\_\_  
Signature

Date: 9/07/2017

KHOA DUONG  
[Name and Title] VICE PRESIDENT

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Katrina Foley  
Mayor

Date: 9/22/17

ATTEST:

Brenda Green 9/22/17  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Thomas Duarte  
City Attorney

Date: 09/20/17

APPROVED AS TO INSURANCE:

[Signature]  
Ruth Wang  
Risk Management

Date: 9/15/17

APPROVED AS TO CONTENT:

[Signature]  
Issam Shahrouri  
Project Manager

Date: 9.18.17

DEPARTMENTAL APPROVAL:

[Signature]  
Barry Curtis, AICP  
Economic and Development Services  
Director

Date: 9.20.17

APPROVED AS TO PURCHASING:

[Signature]  
Stephen Dunivent  
Interim Finance Director

Date: 9.20.17

**EXHIBIT A**  
**SCOPE OF WORK**

**ATTACHMENT A**

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

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

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

**A. Plan Check Services for Building Division****1. Plans may be assigned for review in one of two categories:**

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

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

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

- Utilize City electronic and paper files to research previous and/or related permits.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Participate in reviews with technical consultants, health and other government agency inspectors, City staff, and owners.
- Testify in court, if necessary.
- All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

## **B. Plan Check Services for Fire Department**

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

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

## **C. Permit Processing**

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

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



***RFP No. 17-22 Plan Check and Permit Processing Services  
City of Costa Mesa***

*June 2, 2017*

*City of Costa Mesa, Office of the City Clerk  
77 Fair Drive  
Costa Mesa, CA 92628*



**BUREAU  
VERITAS**

**Bureau Veritas North America, Inc.**

1665 Scenic Avenue, Suite 200

Costa Mesa, CA 92626

Khoa Duong, P.E.

[khoa.duong@us.bureauveritas.com](mailto:khoa.duong@us.bureauveritas.com)

[us.bureauveritas.com](http://us.bureauveritas.com)



**VENDOR APPLICATION FORM  
FOR  
RFP No. 17-18 PLAN CHECK AND PERMIT PROCESSING SERVICES**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: Bureau Veritas North America, Inc.

Contact Person for Agreement: Khoa Duong

Corporate Mailing Address: 1665 Scenic Avenue, Suite 200

City, State and Zip Code: Costa Mesa, CA 92626

E-Mail Address: khoa.duong@us.bureauveritas.com

Phone: 714-431-4100 Fax: 714-825-0685

Contact Person for Proposals: Khoa Duong

Title: Vice President of Code Compliance E-Mail Address: khoa.duong@us.bureauveritas.com

Business Telephone: 714-431-4100 Business Fax: 714-825-0685

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION





## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: Bureau Veritas North America, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A - BVNA is not a general contractor

Business Address: 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626

Website Address: www.us.bureauveritas.com

Telephone Number: 714-431-4100 Facsimile Number: 714-825-0685

Email Address: khoa.duong@us.bureauveritas.com

Length of time the firm has been in business: <sup>14 years as BVNA</sup> 189 as Bureau Veritas Length of time at current location: 4 years

Is your firm a sole proprietorship doing business under a different name: Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under: \_\_\_\_\_

Is your firm incorporated:  Yes No If yes, State of Incorporation: Delaware

Federal Taxpayer ID Number: [REDACTED]

Regular business hours: Monday thru Friday, 8:00am thru 5:00pm

Regular holidays and hours when business is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and

the day after Thanksgiving, Christmas Day

Contact person in reference to this solicitation: Khoa Duong

Telephone Number: 714-431-4100 Facsimile Number: 714-825-0685

Email Address: khoa.duong@us.bureauveritas.com

Contact person for accounts payable: Patricia Kivett

Telephone Number: 916-725-4200 Facsimile Number: 916-725-8242

Email Address: patricia.kivett@us.bureauveritas.com

Name of Project Manager: Khoa Duong

Telephone Number: 714-431-4100 Facsimile Number: 714-825-0685

Email Address: khoa.duong@us.bureauveritas.com



**Cover Letter**

**City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626**

Re: RFP No. 17-22 Plan Check and Permit Processing Services

Dear Selection Committee,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our qualifications for **plan check and permit processing services** to the City of Costa Mesa. We take great pride in our ability to provide exemplary services to our clients. Our proposal will highlight our previous experience providing similar services for the City of Costa Mesa as well as other nearby building departments. We have the **breadth and depth of resources, skills and expertise** needed to provide excellent inspection services for the City.

We are keenly aware of the desire for **high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to **quickly and efficiently** meet the needs of the communities that we serve makes BVNA an ideal partner for the City.

We offer optimal solutions to deliver quality services:

- Unparalleled code expertise
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals

A unique feature of Bureau Veritas is that the company as a whole, is subject to the high standards of the ISO 9001:2008 Quality Management System. This system is applied to our entire operation, and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.

Our partnership with the City will be managed through our regional office in Costa Mesa and augmented by our staff located throughout California, enabling quick and efficient responses.

BVNA looks forward to a successful, professional relationship with the City of Costa Mesa by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,

**Khoa Duong, PE**  
Vice President of Code Compliance  
1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626  
P. 714.431.4100 / E. khoa.duong@us.bureauveritas.com



## ***Background and Project Summary***

### ***Building Plan Review***

BVNA personnel have performed and managed plan review for literally thousands of projects. Project types include high-rise hotels and office buildings, institutional occupancies such as jails, shipping facilities, room additions, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure (roads, wet and dry utilities, etc.). Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. With such a large and licensed plan review staff, we are able to manage numerous and complex projects simultaneously. We are able to provide discipline-specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, civil infrastructure, etc.).

We are the **largest plan review firm in the United States**, providing full service code consulting and plan review services. Our team provides plan reviews for compliance with a variety of codes, including the California Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, Fire and the National Electric Codes as adopted by the City. We have specific experience working through a variety of challenges including, but not limited to, infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects and high tech, research and development facilities.

### **We are able to offer the following plan review services to the City of Costa Mesa:**

- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Accessibility requirements
- Mechanical, plumbing and electrical code plans examination
- Review and approval of alternative materials, alternative design and methods of construction
- Fire plan review including:
  - Fire sprinkler
  - Fire alarm
  - Smoke detection and dampers
  - Underground
- Civil plans examination
- Green building and LEED consulting

### **Plan Review Turnaround Times**

At your request, BVNA can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, we can use electronic submittals, phased submittals, conference calling, and videoconferencing.

BVNA has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources we are able to assemble experienced personnel in order to help with project schedule recovery when necessary. Our team will maintain efficient



turnaround times on all reviews as a key measurement of our performance for our plan review services. Residential and commercial plans will be reviewed within 10 working days for initial check and 5 working days for recheck.

BVNA will also accommodate preliminary reviews to facilitate fast tracked or accelerated projects. This will aid with timely turnaround and create good public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the City's designee will have final approval over the plan being reviewed. Our staff will make recommendations for the resolution if requested. We are also available to meet with agency staff or others as needed to discuss our findings.

### ***Fire Plan Review***

Our staff will consult closely with the Fire Chief/Fire Marshal or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. Our proposed fire plan review engineers have specific experience working through multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health & Safety Codes, CSFM, and U.L. Our experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures.

BVNA staff have reviewed hundreds of projects for fire safety components including NFPA 13, NFPA 72, NFPA 101, etc. Some example projects that our reviewers have worked on include The Village at Bella Terra in Huntington Beach, large distribution warehouse in Patterson, Lifetime Fitness in Roseville, and Sysco Food Services Expansion in Sutter County. All personnel assigned to your project will have available the necessary materials, resources and training to conduct plan reviews, including copies of applicable local amendments, policies, procedures and forms.

### ***Permit Processing***

BVNA staff will work with the City staff to seamlessly staff the public counter, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. Our staff will be trained and proficient in City policies, procedures, administrative and technical regulations. Our staff is familiar with various software systems. Our staff will be able to answer questions pertaining to inspections, plan approvals, business license approvals and certificates of occupancy.

### **Permit technician services may include:**

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software, where applicable



## ***Company Experience and Capabilities***

### **a) Years of experience of firm and principals**

Bureau Veritas North America, Inc. has been provided building plan review and permitting services for over 35 years in California. Each team member has over 10 years of experience in the building safety industry. Our principals, Isam Hasenin and Khoa Duong have been in the industry for over 25 years each.

### **b) Number of projects for which firm and principals have served on in the last three (3) years**

BVNA provides plan review and permitting services to multiple clients throughout the world. Collectively, the firm's experience over the past 3 years includes tens of thousands of projects. Our proposed team members for the City of Costa Mesa have assisted multiple jurisdictions in Southern California over the past 3 years. The number of projects (issues) they have reviewed or permitting includes hundreds of projects such as residential additions, commercial tenant improvements, new construction, etc.

### **c) Examples that illustrate firm's resources, commitment, and ability**

Below and on the following pages are some examples of clients BVNA has provided services to in the past 3 years.

#### **City of Corona**

##### **Building Plan Review and Inspection Services**

**Dates of Service: 7/2010 - Present**

**Staff: Kirk Miya, Davison Chanda, Dennis Hutnik, and Karen Brawley**

Bureau Veritas is currently providing building plan check, building inspection, and counter technician services for residential and commercial properties. We also provide on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check.

BVNA assists the City in providing plan review services for small residential solar energy projects. Our team utilizes BVnet to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects. Projects include:

#### **Main Street: Metro Urban Development**

BVNA provides building plan review services for this new development in the City of Corona. This is a new mixed-use development that will bring 464 new one and two bedroom apartments, 77,000 sf of retail and restaurants, 683-1,280sf homes, two pools and spas, a dog park, and a sky deck with barbecue and bar area. Additionally, our team reviewed parking structures A, B, and C for this project.



**City of Huntington Beach**  
**Fire Plan Check and Inspection Services**  
**Dates of Service: 2002 - Present**

**Fire Plan Check and Inspection Services**

Bureau Veritas North America, Inc. has provided fire plan review for the City for more than 10 years. We have reviewed large commercial projects including hotels and resorts as well as single family dwellings, retail, and other commercial and industrial projects. Reviews have included fire code compliance and all fire suppression systems such as sprinkler, fire and smoke alarms. Inspectors provide fire inspection services as-needed for projects such as a multi-story multi-family structure, single-family residential, and others.

**City of Anaheim**  
**Building Inspection, Plan Review, and Permit Processing Services**  
**Dates of Service: 2015 - Present**      **Contract Amount: \$450,000.00**

BVNA was selected to provide building inspection, plan check and permit processing services to the Planning Department of the City of Anaheim for development projects on an as needed basis. Projects include single and multi family residential, new commercial, commercial tenant improvement, and other building projects. Additionally, our team provides in house plan review and inspection services utilizing licensed engineers, ICC certified plans examiners, and ICC certified inspectors.

**City of Chula Vista**  
**Permit Processing, Building Plan Review, Building Inspection, and Code Enforcement**  
**Dates of Service: 2015 - Present**  
**BV Project Team: George Lockfort - Building Inspector**

BVNA was selected to provide permit processing, building plan check, building inspections and code enforcement services on an as-needed basis. Inspections include providing next-workday inspections of all requested inspections and re-inspections for compliance with City and State codes and regulations: California Building Code; California Plumbing Code; California Mechanical Code; California Electrical Code; California Fire Code; California Energy Code; California Green Building Standards Code; California Disabled Access Regulations; California Title 25, Mobile Home Parks; State Water Resource Control Board regulations related to storm water pollution prevention; Sound Transmission Control; and, locally adopted building ordinances and amendments thereof.



## ***Approach and Methodology***

### **1) Implementation Plan**

BVNA will work with the City to identify the immediate need for plan review and permitting support. Our team is ready immediately to step in at the level requested. Our project managers will meet with the City regularly to evaluate workload and adjust staffing levels, should it be required. In the event the City prefers on-call services, our team will be able to assign in-house plan reviewers or permit technicians, to assist with 48 hours advance notification.

### **2) Detailed description of efforts to achieve client satisfaction and scope of work**

BVNA highly values customer feedback and works diligently to gather information from our clients regarding the services provided, staff and other areas relevant to the contract. For the City of Costa Mesa our team will request feedback on a regular basis, typically quarterly, to gauge the effectiveness of our services and support. We will also discuss the staff provided to the City and, if necessary, make adjustments to better interface with the City's team.

### **3) OMITTED per pre-proposal meeting clarification**

### **4) Detailed description of specific tasks required from the City**

BVNA requests from the City the complete submittal when conducting plan review. For permitting we request from the City the guidelines for issuing a permit. We also assume the City will have the final authority when making code decisions or interpretations. BVNA will provide our team with the equipment and code books necessary to perform inspection services.

### **5) Innovative or creative approaches for providing service**

BVNA offers flexibility for the City. Should a plan reviewer or permit technician be needed part time, as needed, or full time, our team will be able to adjust and mobilize to fully meet the workload levels of the City. Our close proximity to the City enables us to respond to urgent or emergency requests or situations as well as to meet in person with members of the City's team, designers, contractors, or project owners. Our goal and priority is to provide exceptional plan review and permitting services without being a roadblock or delay projects. BVNA will work with designers, contractors, and owners to efficiently remedy nonconforming issues by meeting in person to discuss, holding conference calls, or communicating via email.

### **6) City owned facilities or property BVNA proposes to use, lease, purchase, or rent from City**

BVNA does not request any facilities or property for use, lease, purchase or rent from the City.



**Staffing**

**STAFFING PLAN**

**1. Primary Staff to perform Agreement duties**

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>
Khoa Duong, PE	Vice President / Plan Review Engineer	33+
Ed Chock	Senior Plan Review Engineer	28+
Mo Heivand, PE	Senior Plan Review Engineer	35+
Sharon Malone	Permit Technician	10+
Jeff Hartsuyker	Fire Plans Examiner	30+
Kirk Miya, PE	Plan Review Engineer	25+

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

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>
Neil Tuong, EIT	Plans Examiner	18+
BJ Azarvand	Plans Examiner	16+
Anne Bland	Fire Plans Examiner	33+
Syed Aleem, PE	Plan Review Engineer	35+
Andrew Gustilo	Permit Technician	5+

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

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



## Khoa Duong, P.E., Vice President of Code Compliance Services

Education	Khoa has more than 33 years of experience as a plan check engineer and supervising plan check engineer and currently leads Bureau Veritas' Building Safety Department. He has served as an in-house plan check engineer for more than 6 California municipalities and has supervised plan check engineering services for over 40 agencies throughout California.
B.S., Civil Engineering	
Registrations/Certifications	
Registered Professional Engineer:	Select Project Experience
CA, #43901	
NV, #013620	Plan Check Engineer, Building Official
WA, #27237	<i>City of La Habra</i>
ICC Certified:	Providing full scope of building department services adhering to the individual requirements of each city served. Responsibilities included building official duties, over-the-counter plan check and outside plan check services. Also responsible for the collection of permit fees and deposits, permit issuance, reporting and file maintenance performed by qualified personnel.
Certified Plans Examiner	
Total Years of Experience	
33+	Supervising Plan Check Engineer
	<i>Various California Cities</i>
	Provided plan check oversight for 40 + agencies, 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. Supervised a staff of plan check engineers responsible for day-to-day operations of his division. In his role he also served as responsible 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
	<i>Various California Cities</i>
	Served as plan check engineer for the Cities of Turlock, Burlingame, Rancho Cordova, Chino, Murrieta and Costa Mesa. In this role he performed structural plan check and non-structural MEP, energy and ADA reviews for commercial, industrial and residential structures.



## Edwin Chock, P.E., C.B.O Senior Plan Review Engineer

Education	Ed is a seasoned professional with over 45 years of experience in the design and construction management industry. Ed is ICC certified as a building plans examiner, California building plans examiner and a certified building official . Ed has the hands-on experience needed to be familiar with the inner-workings and materials of residential and commercial design construction.
M.S., Civil Engineering	Highly motivated, organized, detail oriented, and driven to ensure the safe, timely completion of projects during the construction process.
Registrations/Certifications	
Registered Professional Engineer:	
CA, 24158 Civil	
CA, 3759 Structural	
ICC Certified:	Select Project Experience
Building Plans Examiner	Senior Plan Check Engineer
California Building Plans Examiner	<i>Private Consulting</i>
Certified Building Official	Plan reviewer for a private consulting firm. Duties included plan review of commercial and residential projects for compliance with the California Building Standards Code for local jurisdictions, coordination with the local jurisdictions and clients during the plan review process.
Total Years of Experience	
45+	

## Mohammad Heivand, P.E., Plan Review Engineer

Education	Mohammad has 35 years of experience as an engineer, with nearly 30 years as a plan review engineer. He consistently provides a high level of customer service, often going above and beyond what is expected. Has extensive experience with OSHPD 3 clinics in the City of San Diego.
B.S., Civil Engineering	
Registrations/Certifications	
Registered Professional Engineer:	Select Project Experience
CA, # 38227	Plan Review Engineer
GA, #PE041147	<i>Bureau Veritas North America, Inc.</i>
ICC Certified:	Reviews plans for jurisdictions throughout California and Nevada. Conducts reviews for the Cities of Corona, Rancho Cucamonga, Costa Mesa, and others. Reviews commercial and residential projects of all sizes and complexities.
Building Plans Examiner	
Total Years of Experience	
35+	<i>City of Anaheim</i>
	Conducts in house and outside plan review services for the City. Projects vary in size and include single family residences and high rise hotels.



## Sharon Malone, Permit Technician

Total Years of Experience 10+ Sharon has over 10 years of experience processing permits. She is knowledgeable in agency policies and understands the plan check process. Sharon is well-versed in blueprint reading of architectural, structural, grading, improvement, and landscape plans as well as referencing details. She has worked daily with plan checkers, permit technicians, and other City/County staff to clear Conditions of Approvals and mitigation measures. Sharon has excellent time management skills, is well adept at multi-tasking and has an aptitude for providing superior customer service skills and developing a great rapport with the public.

### Select Project Experience

#### Permit Technician

*Bureau Veritas North America, Inc.*

Currently providing building counter services for Los Angeles County. Sharon assists by providing technical information concerning building and construction permit requirements, zoning regulations, and other information needed to comply with State, County, and City laws and building codes. Makes final check of forms, permit applications, bonds, easements, waivers, and affidavits for accuracy, completeness, and compliance with all pertinent laws.

## Jeffery Hartsuyker, Fire Plans Examiner and Inspector

Registrations/Certifications  
Public Officer,  
Fire Investigator I  
Haz Mat I.C.  
Fire Prevention Officer I, 11,  
III  
I.C.S.100, 220,300  
Fire Fighter I  
Volunteer Fire Fighter I

Jeffery has over 30 years of experience in the fire life safety industry. He is able to effectively communicate with designers contractors, and project owners to work through issues that arise during the course of a project. Jeffery is a team player and works cooperatively to remedy deficiencies.

Select Project Experience

Deputy State Fire Marshal III, Specialist  
*Office of the State Fire Marshal*

Technical supervision was provided for enforcement of all laws and regulations including fire prevention engineering, education, enforcement and planning of the State Fire Marshal. Performed inspections and problem solving that included in-depth analysis and fire prevention engineering solutions. Inspections and law enforcement functions also included fireworks and fire extinguisher programs, court appearances and performance in emergency activities through the Governor's Office of Emergency Services.

Total Years of Experience 30+



## Kirk Miya, P.E., Plan Review Engineer

Education	Kirk has over 25 years of experience with structural engineering design, drafting, and plan review. He has reviewed documents for conformance with architectural, structural, and low-voltage electrical provisions of the California Building Code, the State Housing Law (CCR Title 25), referenced documents, and other applicable state and federal laws and regulations, as well as with local ordinances and rules. Kirk is proficient in Microsoft Word, Excel, Enercalc, and STAAD, and is able to quickly learn new software, if needed.
B.S., Civil Engineering	
Registrations/Certifications	
Registered Professional Engineer: CA, #33346	
ICC Certified:	Select Project Experience
California Building Plans Examiner	Plan Review Engineer <i>Bureau Veritas North America, Inc.</i> 2013 - Present
Total Years of Experience	Reviews plans for Orange County Rancho Mission Viejo, the City of Corona, and others.
25+	

## Neil T. Tuong, E.I.T., Plans Examiner

Education	Neil has over 18 years of experience providing plan reviews of building structures of all construction types for code compliance based in CBC, CPC, CMC, CEC, and T-24 Energy Standards. His expertise spans across commercial and residential building structures and includes structural design of tilt-up concrete warehouses/office buildings, masonry buildings, and Type V wood frame buildings.
B.S., Civil Engineering	
Registrations/Certifications	
ICC Certified: Building Plans Examiner	
California Engineer in Training	Select Project Experience
Total Years of Experience	Plans Examiner <i>Bureau Veritas North America, Inc.</i> 2013 - Present
18+	Conducts plan review services for projects throughout Southern California. Some specific assignments include:  <i>Orange County Public Works</i> Provides in house plan review services for Orange County Public Works. Reviews projects under the planned and general communities umbrella. Assists with reviewing plans for Rancho Mission Viejo and other communities planned for the County.



## Behrouz “B.J.” Azarvand, Plans Examiner

Education	B.J. has over 16 years of experience providing plan check services. He has conducted many training sessions and seminars throughout his career. For the City of Orange, he conducted a seminar for significant changes to the State of California Accessibility laws. He performed building official, inspector, and plans examiner duties for the City of Tustin for over 12 years and is versed in performing plan reviews for large commercial and residential projects.
B.A., Architecture	
Registrations/Certifications	
ICC Certified:	
Building Plans Examiner	
	Select Project Experience
Tenure at BVNA	
1+	Plans Examiner <i>Bureau Veritas North America, Inc.</i> 2016 - Present
Total Years of Experience	Conducts plan review services for multiple jurisdictions in Southern California. Works closely with plan review team at BVNA and municipal staff to meet plan review turnaround times. Discusses comments with designers to facilitate re-submittals.
16+	

## Anne Marie Bland, Fire Plans Examiner and Inspector

Registrations/Certifications	Anne Marie is a certified fire code inspector and possesses more than 33 years of combined inspection and plan review experience for municipal agencies and private businesses. She has inspected numerous building types including commercial high rise, hospitals, residential, and educational structures for assembly and hazardous materials to determine compliance with the California Fire and Building Codes and other pertinent codes and ordinances. Anne Marie has reviewed plans for new construction and tenant improvements to ensure proper fire protection system installation and code compliance, and supervised and trained inspectors to conduct routine inspections.
Certified Fire Code Inspector	
California State Fire Prevention Officer I	
California State Fire Prevention Officer II	
California State Fire Prevention Officer III	
Fire Investigation 1A	
	Select Project Experience
Hazardous Materials Technician	
PC 832 – Firearms and Arrest Procedures	Fire Plans Examiner and Inspector <i>Bureau Veritas North America, Inc.</i> 2001 - Present
Professional Affiliations	Provides fire plan review and inspection services for jurisdictions throughout California, specializing in the Southern California region.
National Fire Protection Association (NFPA)	
Total Years of Experience	
33+	



## Syed Aleem, P.E., Plan Review Engineer

Education	Syed has over 35 years of experience as a building plans examiner working on both private and government sectors. He has worked on projects nationwide and teamed with architects to design, construct, and maintain buildings and building complexes. He is able to review plans for nearly any project type with skill and accuracy.
M.S., Civil/Structural Engineering	
Registrations/Certifications	
Registered Professional Engineer:	Select Project Experience
CA, #34272	Structural Engineer <i>City of San Diego</i> 1997 - Present
ICC Certified:	1997 - Present
Building Plans Examiner	Provided plan checking services for commercial, industrial, residential buildings for compliance with requirements of California Building Codes and other ordinances of the jurisdiction.
Total Years of Experience	Responsible for generating plan review comments, meeting with Architects/applicants to resolve plan check issues and approval of projects for permitting.
35+	

## Andrew Gustilo, Document Control Specialist / Permit Technician

Education	Andrew has over five years of experience in the construction industry with two years of document control experience at the Los Angeles County Department of Public Works. He has strong organization skills and is able to provide index and organize project files quickly and accurately. He is able to work and type quickly, allowing him to accomplish tasks efficiently. As a result of his experience working with the County of Los Angeles, Andrew is very familiar with building and safety documents, and can easily navigate the document management system in place at the County.
B.A., In Progress	
Total Years of Experience	
5+	
	Select Project Experience
	Document Control Specialist <i>Bureau Veritas North America, Inc.</i> 2013 - Present
	Provides document control for the Los Angeles County Department of Public Works and Building and Safety Department. Duties include the restoration of building documents tied to a particular address, organization of building documents into groups according to work done on the property, indexing of organized building documents in preparation of scanning and filing into the document management system, scanning of prepared documents into the document management system, and storage of job jackets into boxes to be sent to storage facility.



### ***Qualifications***

**City of Corona**  
**Building Plan Review and Inspection Services**  
**Dates of Service: 7/2010 - Present**  
**Staff: Kirk Miya - In House Plan Review**  
**Davison Chanda - Plan Review**  
**Dennis Hutnik - Inspector**  
**Karen Brawley - Permit Technician**

**City of Huntington Beach**  
**Fire Plan Check and Inspection Services**  
**Dates of Service: 2002 - Present**  
**Staff: Anne Bland, Lee Caldwell**

**City of Anaheim**  
**Building Inspection, Plan Review, and Permit Processing Services**  
**Dates of Service: 2015 - Present**  
**Staff: Moe Heivand - In House Plan Review**  
**Ziad Doudar - Plan Review**  
**Boniface Simbwa - Plan Review**

**City of Chula Vista**  
**Permit Processing, Building Plan Review, Building Inspection, and Code Enforcement**  
**Dates of Service: 2015 - Present**  
**BV Project Team: George Lockfort - Building Inspector**

**Orange County Public Works**  
**Engineering and Building Plan Review, Inspection, Permitting**  
**Dates of Service: 2011 - Present**  
**BV Project Team: Nancy Martinez - Inspector**  
**Neil Tuong - In House Plan Review**  
**EIJ Azarvand - Plan Review**  
**Roger Banowetz - Inspector**  
**Ziad Doudar - Plan Review**



**Financial Capacity**

Over the last five years, Bureau Veritas has demonstrated proven resilience to the effects of economic cycles. The Group continues to post positive organic growth while improving its operating margin thanks to its diversified and balanced business portfolio.

(in millions of dollars)	2015	2014	2013	2012	2011
Revenue	4,600	4,431	4,178	4,145	3,568

*Documentation of these financials can be provided at the request of the client.*

Founded in 1828 Bureau Veritas is a global leader in quality assurance, health, safety and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with over 70,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise, across vast geographies. With more than 1,330 offices and laboratories in 140 countries, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. We are the top independent environmental consulting firm in the United States and the largest elevator inspection firm in the United States.

BVNA anticipates needs and responds with specific, immediate solutions to the challenges associated with construction projects. Our professional members are dedicated to meeting a high standard of public service, crucial to effective delivery of building regulatory services. Consistency, responsiveness, efficiency, and a positive attitude are key components of our approach.

BVNA has an extensive background in building services. Our range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. We are skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

**1,400**  
 offices and laboratories  
 in 140 countries

**70,000**  
 employees worldwide

**400,000**  
 clients served in a  
 variety of industries

**4.6 billion**  
 dollars in annual revenue



**COMPANY PROFILE & REFERENCES**  
**(Continued)**

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

Company Name: City of Anaheim Telephone Number: 714.765.5153

Contact Name: Bob Heinrich Contract Amount: \$450,000

Email: bheinrich@anaheim.net

Address: 200 S. Anaheim Boulevard, #145, Anaheim, CA 92805

Brief Contract Description: On-site plan review, inspection, and permitting services. 2015 - Present.

Company Name: City of Chula Vista Telephone Number: 619.409.1960

Contact Name: Lou El-Khazen Contract Amount: \$49,999 for inspections FY 2017

Address: 276 Fourth Avenue, Building B, Chula Vista, CA 91910

Email: lkhazen@ci.chula-vista.ca.us

Brief Contract Description: Building plan review and inspection services. 2015 - Present

Company Name: City of Corona Telephone Number: 951.279.3568

Contact Name: Rebecca Wisniewski Contract Amount: \$500,000 per year

Email: rebecca.wisniewski@ci.corona.ca.us

Address: 400 S. Vicentia Avenue, Corona, CA 92882

Brief Contract Description: On-site and on-call building inspection, plan review, and permit technician. 2010 - present

Company Name: Orange County Telephone Number: 714.667.8843

Contact Name: Hadi Tabatabaee Contract Amount: \$1,000,000 estimated

Address: 300 North Flower Street, Santa Ana, CA 92703

Email: hadi.tabatabaee@ocpw.ocgov.com

Brief Contract Description: Building and civil plan review and inspection services. 2011 - present

Company Name: City of La Mesa Telephone Number: 619.667.1169

Contact Name: Aaron Sturm Contract Amount: T&M - Hourly Rates

Email: asturm@ci.la-mesa.ca.us

Address: 8130 Allison Avenue, La Mesa, CA 91942

Brief Contract Description: Building inspection services. 2014 - present.



**PLAN CHECKING AND PERMIT PROCESSING SERVICES**

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

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

Job Title	Hourly Rate	Overtime rate
Plans Examiner	\$ 95	\$ 142
Plan Check Engineer	\$ 115	\$ 172
Chief Plans Examiner (Supervisor)	\$ 135	\$ 202
Permit Processing	\$ 70	\$ 105
Permit Technician I and II	\$ 70	\$ 105
Fire Plans Examiner	\$ 118	\$ 177
	\$	\$
	\$	\$

<b>Total Estimated Hourly Range</b>	<b>\$ 70-135</b>
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### **DISCLOSURE OF GOVERNMENT POSITIONS**

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

To the best of our knowledge, no owner or employee current holds any positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.



## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No

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

City of Costa Mesa  
RFP No. 17-22 Plan Check and Permit Processing Services  
Bureau Veritas North America, Inc.

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***Sample Agreement***

**BVNA accepts the terms and conditions without modification.**



RFP NO.17-22-C01668

**EX PARTE COMMUNICATIONS CERTIFICATION**

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-22 PLAN CHECK AND PERMIT PROCESSING SERVICES** at any time after **May 19, 2017**.

  
\_\_\_\_\_

Date: 5/30/2017

**Signature**

Isam Hasenin

Print

**OR**

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

\_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

\_\_\_\_\_

Print