CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of December, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and HR GREEN PACIFIC, INC., a California corporation ("Consultant").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through September 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) 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 claim and aggregate. 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, except in the event of cancellation due to non-payment by Consultant, for which a ten (10) day notice is required."

(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."

5.3. Coverage Not Affected. Any failure by Consultant to comply with the reporting provisions of the policies shall not limit Consultant's obligations to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

5.4. Separation of Insureds. 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.

5.5. 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.

5.6. 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.

5.7. 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:

HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879
Tel: (855) 900-4742
Attn: George Wentz, PE

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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation,

Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: 12/19/2018

GEORGE A WENTZ
VICE PRESIDENT

[Name and Title]

[redacted]

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Katrina Foley
Mayor

Date: 2/1/19

ATTEST:

Brenda Green 2/1/19

Brenda Green
City Clerk

APPROVED AS TO FORM:

ACA

Thomas Duarte
City Attorney

Date: 1/31/19

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: 1/15/19

APPROVED AS TO CONTENT:

Issam Shahrouri
Project Manager

Date: 1.7.2019

DEPARTMENTAL APPROVAL:

Date: 1.9.19

Barry Curtis, AICP
Economic and Development Services
Director

APPROVED AS TO PURCHASING:

Date: 1/30/19

Kelly Telford
Finance Director

EXHIBIT A

SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK
FOR
PLAN CHECKING AND PERMIT PROCESSING SERVICES

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 (Attachment 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.

  - 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 fee determined 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.

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 the Fire Department

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

- **Fire Protection System Plan Review:**

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 40% of the Building Permit Fee. The Building Permit Fee is based on the Fire Prevention Fee Schedule.

- **Fire and Life Safety Plan Review:**

Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review.

Expedited Plan Check

This process shall be employed when an applicant wishes to expedite the review of plans. 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.

General Criteria

The following general criteria apply to all plan check services provided to the Fire Department:

1. Assign regular office hours to plan review positions to perform in-house plan check services if so requested by the City.

2. Review construction plans and calculations thoroughly for compliance with the latest or applicable editions of California Fire Code, 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.

3. 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.

4. E-mail plan check corrections to the designated Fire Department 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.

5. Review deferred submittal items and any revisions before or during construction. Notify designated Fire Department staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.

6. Return plans to the City for the first check and resubmittals no later than City standards.

7. 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.

8. Consolidate comments from various City departments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.

9. Maintain communications with applicants and staff from the Fire Department and other City departments. Respond to inquiries about projects from applicants.

10. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.

11. Manage the project schedule in accordance with City's adopted timeframes.

12. Utilize City electronic and paper files to research previous and/or related permits.

13. Be available during an emergency or natural disaster to assist the City with inspection services.

14. Provide other duties as approved by the Fire Chief.

15. 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.

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.

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.

ATTACHMENT 1

EXHIBIT B

CONSULTANT'S PROPOSAL

Proposal for:

RFP # 17-22 Plan Check and Permit Processing Services

Prepared for:

City of Costa Mesa

HRGreen

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 855.900.4742
Fax: 855.641.5877

City Hall
Office of the Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

June 2, 2017

Learn more at HRGreen.com

HRGreen

June 2, 2017

City of Costa Mesa
City Hall
Office of the Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Subject: **RFP #2017-22 - Plan Check and Permit Process Services**
Delivering "Best in Class" Services: *Quality, Continuity, Responsiveness, Reliability, Stewardship*

Dear Selection Committee Members:

HR Green California, Inc. (HR Green) exclusively serves Southern California public agencies, specializing in the provision of building plan check and permit process services. We are at the forefront of using **electronic plan review and various permit processing database systems.** For example, we deliver plan check and inspection exclusively using electronic plan check and paperless reporting for Orange County's largest development, the 23,000-acre Ranch Plan. With 100+ years of service we bring an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, electronic plan review/digital commenting proficiency, and streamlined permit processing. Our expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of "as-needed" staff to meet your permit activity workload. Our staff includes plan review engineers; architects; and CABO, CASp, LEED, ICC, QSD/QSP, CISEC, and CESSWI-certified staff.

Our Differentiators / Why We Are Best Suited to Deliver These Services:

- **Current building and safety contracts with Orange County and nearby cities**
- Staff have supported 30+ California agencies
- **Orange County office and staff** ensures rapid response
- Successful track record **consistently meeting or beating turnaround review schedules**
- Responsive, quality, empathetic customer service at the permit counter
- Exclusively serve public agencies / **No conflict of interest**
- **Electronic/digital plan review and inspection expertise**
- Participate in **ICC national code development process and State code committees**
- Web-based project tracking / Proficiency using numerous code and permitting database systems

All work will be coordinated out of our Orange office (see letterhead below). HR Green brings an unsurpassed combination of proven working relationships with the development community while protecting municipal interests to foster a collaborative, business friendly environment to process developments in a timely and efficient manner.

Sincerely,

Reginald "Reggie" Meigs, CBO
Project Manager

George Wentz, PE
Vice President

Phone: 855.900.4742 ■ **Fax:** 855.641.5877
1100 Town & Country Road, Suite 1025
Orange, CA 92868
E-Mail: rmeigs@hrgreen.com / rstephenson@hrgreen.com

RFP NO.17-22-C01668

VENDOR APPLICATION FORM
FOR
RFP No. 17-22 PLAN CHECK AND PERMIT PROCESSING SERVICES

TYPE OF APPLICANT: ☑ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: HR Green California, Inc.

Contact Person for Agreement: George Wentz, PE

Corporate Mailing Address: 1100 Town & Country Road, Suite 1025

City, State and Zip Code: Orange, CA 92868

E-Mail Address: gwentz@hrgreen.com

Phone: 855.900.4742 Fax: 855.641.5877

Contact Person for Proposals: George Wentz, PE

Title: Vice President E-Mail Address: gwentz@hrgreen.com

Business Telephone: 855.900.4742 Business Fax: 855.641.5877

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

RFP NO.17-22-C01668

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

Names	Title	Phone
George Wentz	Vice President	855.900.4742
Roy Stephenson	Manager Gov. Services	855.900.4742
Rick White	President	319.841.4000

Federal Tax Identification Number: 364730232

City of Costa Mesa Business License Number: will obtain upon contract award

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

City of Costa Mesa Business License Expiration Date: will obtain upon contract award

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:** 06/02/2017
Signature

George Wentz, PE
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.

_____ **Date:** _____
Signature

_____
Print

RFP NO.17-22-C01668

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** ✓

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

NONE

RFP NO.17-22-C01668

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: HR Green California, Inc.

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

Active licenses issued by the California State Contractor's License Board: George Wentz - 43273

Business Address: 1100 Town & Country Road, Suite 1025, Orange, CA 92868

Website Address: www.hrgreen.com

Telephone Number: 855.900.4742 Facsimile Number: 855.641.5877
Email Address: www.HRGreen.com

Length of time the firm has been in business: 104 years Length of time at current location: 3 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: Cliforia
Federal Taxpayer ID Number: 354730232
Regular business hours: 8 am - 5 pm (Monday - Friday)
Regular holidays and hours when business is closed: On-site staff will adhere to the City's Holiday & business hours
Off-Site staff observes HR Green's eight holidays per year of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving Day, December 24, & December 25 however can be available with prior request.

Contact person in reference to this solicitation: George Wentz, PE

Telephone Number: 855.900.4742 Facsimile Number: 855.641.5877

Email Address: gwentz@hrgreen.com

Contact person for accounts payable: Liza Villasenor

Telephone Number: 855.900.4742 Facsimile Number: 855.641.5877

Email Address: lvillasenor@hrgreen.com

Name of Project Manager: Reggie Meigs, CBO

Telephone Number: 855.900.4742 Facsimile Number: 855.641.5877

Email Address: rmeigs@hrgreen.com

RFP NO.17-22-C01668

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 Jurupa Valley Telephone Number: 951.332.6464

Contact Name: Gary Thompson Contract Amount: 6 million plus annually (includes all services)

Email: gthompson@jurupavalley.org

Address: 8930 Limonite Avenue, Jurupa Valley, CA 92509

Brief Contract Description: Full-service building and safety (administration, plan review, inspection, permit technician). (refer to section "D. Reference"

Company Name: County of Orange Telephone Number: 714.667.8852

Contact Name: Bea Bea Jimenez Contract Amount: Roughly 1 million plus annually

Address: 300 N. Flower Street, 6th Floor, Santa Ana, CA 92702

Email: beabea.jimenez @ocpw.ocgov.com

Brief Contract Description: Plan check building inspection and permit technician/planning for 23,000 acre development. (refer to section "D. Reference" for details).

Company Name: City of Laguna Hills Telephone Number: 949.707.2675

Contact Name: David Chantarangsu. AICP Contract Amount: 500K plus annually (includes all services)

Email: dchantarangsu@lagunahillsca.gov

Address: 24035 El Toro Road, Laguna Hills, CA 92653

Brief Contract Description: Full-service consulting services including Building Official, plan check, inspection, and permit technician. (refer to section "D. Reference" for details).

Company Name: City of Palos Verdes Est: Telephone Number: 310.378.0383 X2216

Contact Name: Sheri Repp-Loadsman Contract Amount: 800K plus annually (includes all services)

Address: 340 Palos Verdes Dr. West, Palos Verdes Estates, CA 90274

Email: srepp@pvestates.org

Brief Contract Description: Full-service building and safety (refer to section "D. Reference" for details).

Company Name: City of Garden Grove Telephone Number: 714.741.5121

Contact Name: Alana Cheng Contract Amount: 75K plus annually

Email: lisak@ci.garden-grove.ca.us

Address: 11222 Acacia Parkway, Garden Grove, CA 92840

Brief Contract Description: Building Official, plan check, inspection, and permit technician (refer to section "D. Reference" for details).

STAFFING PLAN

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

Name	Classification/Title	Years of Experience
Reggie Meigs, CBO	Project Manager	40
George Wentz, PE	Principal-in-Charge	40
Mehdi Saberi, SE	Building Plan Reviewer	35
Ed Chung, SE, CASp	Building Plan Reviewer	33
Steve McCaslin, RA, LEED	Building Plan Reviewer	13
Beth Jay	Building Plan Reviewer	9
Julie Robbins	Permit Technician	26
Jonathan Paz	Permit Technician	5

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

Name	Classification/Title	Years of Experience
Robert Hufnagle, CBO	Building Plan Reviewer	41
Greg Reneau, CBO	Building Plan Reviewer	29
James Brogan, NCARB,	Building Plan Reviewer	39
Lucian Gunter, RA	Building Plan Reviewer	29
Art Castro, CBO, CASp	Building Plan Reviewer	29
Steve Skeffington, CBO	Building Plan Reviewer	23
Adam Tekunoff	Permit Technician	5
Jennifer Trujillo	Permit Technician	16
Becky Brewington	Permit Technician	32
Frank Unpingco	Permit Technician	17
Lindsey McGarvey	Permit Technician	3
Laura Yenulonis	Permit Technician	10

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.

Background / Project Summary

The City is seeking assistance from a qualified consultant to provide as-needed plan review and permit counter support. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The Development Services Department has established various performance metrics that will be critical to achieve on this contract.

Performance Measures:

Wait time at counter less than 20 minutes	80%
%e of minor plan checks reviewed within 5 working days	80%
% of moderate plan check projects reviewed within 15 days	95%
% of major plan check projects reviewed within 20 days	95%

Workload Indicators:

# of calls to general building lines/day	65
Minor plan checks reviewed	300
Moderate plan check projects (less than $1M) reviewed	650
Major plan check projects (greater than $1M) reviewed	15
Building permits finalized	3,000

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan review
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality

Objectives:

- Issue over-the-counter plan reviews within five working days of submittal
- Complete minor plan reviews within five working days of submittal
- Review projects up to $1 million valuation within 15 working days of submittal
- Plan review all projects with $1 million or more valuation within 20 working days of submittal

HR Green is ideally suited to accomplish these metrics. We will assign a team of highly qualified plan reviewers and permit technicians, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- **ICC- and CABO-certified Building Official as a Project Manager** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- **Registered Plan Review Engineers/Architects and/or ICC, CASp, QSP, QSD, LEED-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- **Bilingual Permit Counter Technician(s)** to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan review processes.

Company Experience and Capabilities

a. Years of Project Manager Experience with Governmental Agencies:

Firm: 104 years
Assigned Principals: average 40+ years/person (George Wentz, PE-40 years; Reggie Meigs, CBO-40 years)

b. Number of Projects as Lead Project Manager (past 3 years):

Since our Building Safety staff **exclusively serves public agencies** and supports myriad services in an on-call rather than project specific capacity, this is a difficult question to answer. For this scope of work we provide comprehensive services. For example, for one California city we provide an average of 2,500+ plan reviews (>60% are over the counter) and assign multiple permit counter technicians annually. In California over the past three years we have served 25+ public agencies, over 90% of which have been in an on-call capacity.
Firm: thousands
Assigned Principals: thousands

c. Firm Resources, Commitment, and Demonstrated Ability for Timely Completion:

A core focus of our firm is the provision of staff augmentation and on-call services. Consequently, we have the depth of in-house staff and bench resources to mobilize to meet any agencies' workload. Paramount to successful delivery is the utilization of best practice tools, such as electronic plan check, digital commenting, web-based project management, performance metrics tracking, and progress reporting to expedite service delivery. Moreover, we utilize a wide variety of permitting database software/systems to track and report permit activity.

Approach and Methodology

1. Implementation Plan

HR Green's Green**TREx** development review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby **T**echnician data input and processing, **R**eview, and **Ex**perienced professional staff manage quality control functions that are consistently implemented on each and every project. **Figure 1** in the non-numbered Appendix section graphically shows our development review process/flowchart.

2. Efforts to Achieve Client Satisfaction

HR Green is a leader in leveraging the power of technology (green/paperless solutions) to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is p**roficient in using various electronic plan review and permitting systems.** We will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan review
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Client performance surveys
- ✓ Monthly progress reports
- ✓ Smartphone and tablet-based inspection report applications
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, and results, if desired

3. Project Schedule

HR Green will work closely with the City to establish performance metrics. Our Project Manager will proactively coordinate with the City regularly to deal with staff and service level needs and associated price adjustments due to workload, potential updates to City fee schedules, compensation models, etc. **Figure 2** in the non-numbered Appendix section is a table showing plan review schedules. If desired, HR Green can assign a **transition management team** (Principal-in-Charge, Project Manager, Building Official, key Building Safety Task Leaders) with expertise in transitioning comprehensive or component departmental services at no cost to the City. **Figure 3** in the non-numbered Appendix section is a table showing potential transition plan activities, if desired.

4. City Staff Tasks

HR Green is capable of providing these services with minimal City involvement and will coordinate closely with the City to set expectations and needs at the onset. Some tasks we will discuss with the City involve participating in regular meetings to track performance/identify needs, providing submittal checklists, giving HR Green permit technician staff access to your permitting database/tracking system and protocols, and making available current documents (e.g., General Plan, codes and ordinances, standards, resolutions, etc.).

5. Innovative/Creative Approaches

HR Green regularly leverages electronic plan check/digital commenting and permitting database systems to streamline development review/processing. These tools save time, money, and storage.

6. City-owned Facilities

No City-owned facilities are anticipated to be used, other than desk space near the permit counter and access to a computer and City's permitting system for any embedded HR Green permit counter technicians. More complex plans will be reviewed off-site in HR Green's office(s).

Staffing Plan

1. Names, Classification/Title, and Years of Experience

Plese refer to the staffing plan table which is included earlier with the rest of the forms.

2. Resumes

All proposed staff are assigned from our Orange office. Given the on-call nature of these services, we have included an organiztion chart (see **Figure 5** in the Appendix) of available staff resources and a representtive sampling of resumes. Given the proposal's 20-page limit, we have incorporated these resumes in a table format and inserted this as **Figure 6** in the Appendix.

Reggie Meigs, CBO – *Project Manager*

College Coursework, Civil/Electrical Engineering; CABO Registered Building Official CBO #1003; ICC Certified Building Official

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities. Differentiators he brings include:

- Supervising Training Officer of 100+ building inspectors, County of Los Angeles

- Building Official overseeing 100% on-time inspections and 98% on-time plan reviews within the past five years for a Southern California city with a population of roughly 100,000 (15,000+ inspections and 1,500+ plan reviews annually)
- Building Safety task leader for our current **County of Orange** contract to provide A/E support services for plan review, permit counter, and inspection of major planned developments, including Planning Area 2 of the 23,000-acre Ranch Plan / **Exclusively oversee electronic plan review**
- Building Official (**Laguna Hills, Orange, Garden Grove**, Palos Verdes Estates, Jurupa Valley, Riverside)
- Provided accessibility training for code seminars/workshops
- Managed building plan review, counter assistance, and/or inspection for Southern California Cities of Palos Verdes Estates, **Laguna Hills, Laguna Beach, Garden Grove**, **Orange**, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower, as well as the **County of Orange**
- Vice-President, Orange Empire Chapter of ICC / Former Board member California Training Institute for Building Officials
- Proficient in using e-PlanSoft, GovClarity, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM programs, and various database systems

Qualifications

In business since 1913 HR Green has more than 450 employees and 16 offices throughout the United States. We have approximately 60 staff in California. From a Building & Safety perspective, these staff members are registered engineers/architects; ICC, CASp, and QSD/QSP-certified plans examiners; specialists; inspectors, and permit technicians. For more than 40 years our key engineers and QSD/QSP-certified staff have provided identical services as requested in this solicitation. HR Green staff members have played a key role in the evolution and growth of local municipalities and other agencies throughout Southern California.

Engineering Solutions Services (ESS) will augment our in-house staff through the provision of registered structural plan check engineers. They have provided plan check to the Counties of Orange and Los Angeles as well as various Southern California cities.

HR Green / Staff Facts

- ✓ Consulting services to 15+ Orange County area agencies
- ✓ All staff have worked as government employees or as an on-site extension of staff
- ✓ Registered engineer/architects and certified Building & Safety staff
- ✓ Electronic plan check/digital commenting expertise
- ✓ Proven track record meeting or beating plan review turnaround schedules
- ✓ 100+ year history
- ✓ Exclusively serve public agencies, no conflict of interest

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Our staff has provided these services to California public agencies for more than 40 years.

Representative Public Agencies Served by HR Green and/or Staff			
Cities			Counties
Moreno Valley	Banning	Chino Hills	Los Angeles
Corona	Norco	Claremont	Marin
Jurupa Valley	Anaheim	Los Alamitos	Monterey
Riverside	Garden Grove	Monterey Park	Orange
Diamond Bar	Laguna Hills	Murrieta	Solano
Murrieta	Industry	Orange	
Lake Elsinore	Irvine	Palos Verdes Estates	
Eastvale	Lake Forest	Placentia	
Artesia	La Puente	Rancho Santa Margarita	
Cerritos	Lawndale	Downey	
Costa Mesa			

References

Below are five references that have received similar services from our firm:

> "HR Green has **effective management controls in place to control costs and provide timely information** to applicants regarding their project progress."
> **Gary Thompson**
> *City Manager, City of Jurupa Valley*

City of Jurupa Valley

Reference: Gary Thompson, City Manager
951.332.6464 / gthompson@jurupavalley.org
8930 Limonite Avenue, Jurupa Valley, CA 92509

Dates: 2011 - ongoing

Staff: George Wentz – Assistant City Manager; Reggie Meigs –Building Official; Greg Reneau – Assistant Building Official; James Brogan – Building Plan Check; Robert Hufnagle – Building Plan Check/Inspection; Art Castro – Building Plan Check; Steve McCaslin – Building Plan Check; Adam Tekunoff – Permit Technician/Building Inspector; Becky Brewington – Permit Technician; Frank Unpingco – Permit Technician/Code Compliance Officer; Julie Robbins – Code Compliance Officer; Lindsey McGarvey – Permit Technician; Laura Yenulonis – Permit Technician

Since 2011 City incorporation, HR Green has provided and continues to provide full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering. The City is comprised of 45 square miles and a population of nearly 100,000. **Our staff manages all building and safety services (building plan review, permit counter staffing, building inspection, and code compliance)**.

Our **registered engineers/architects and ICC-certified building and safety staff** review structural, non-structural, energy, green, mechanical, electrical, and plumbing plans. **CASp-certified staff** have reviewed facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; investigated facilities for compliance with State and Federal accessibility codes and regulations; and conducted accessibility research, preparing accessibility reports and handling accessibility inspections. This includes site development and accessible route of travel, accessible parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, pedestrian grade separations, ramps (interior and exterior), entrances and exits, doors, floors and levels, corridors and aisles, hazards and protruding objects, controls and operating mechanisms, space allowance and reach ranges, employee work areas and work stations, fixed or built-in seating, tables and counters, signs and identification, electrical, notification appliances for the hearing impaired, cleaner air symbol, and alterations to existing buildings and facilities.

Our staff has achieved a **98% success rate meeting building plan review turnaround schedule** (2,500+ building reviews annually). **More than 60% of plan reviews are handled over-the-counter.** Keith Clarke, CBO regularly facilitates roundtable discussions with developers to verify cognizance of current standards to help speed review times and ease approvals.

In addition, HR Green issues permits and conducts field inspections (building and infrastructure). Our staff has accomplished **15,000+ building inspections annually** (100% completed on-time); issued 1,500+ building permits annually, finalized 1,100+ building permit applications, performed **1,500+ code enforcement inspections annually**; attained 100% compliance providing permit inspections within 24 hours; reduced costs in permit processing and inspection fees to applicants by an estimated 20 – 35% due to shorter turnaround times and lower costs.

"**[HR Green]** provides **thorough** and **accurate review comments** to our development engineers, and responds quickly to **expedited review** requests. Their **proficiency to collaborate** using digital commenting of plans (electronic plan check) has **saved us time and money.**"
Daniel Wozniak, Project Manager
Pulte Homes Corporation

County of Orange

Reference: Bea Bea Jimenez, Interim Division Manager
714.667.8852 / beabea.jimenez @ocpw.ocgov.com
300 N. Flower Street, 6th Floor Santa Ana, CA 92702

Dates: 2010 - ongoing

Staff: George Wentz – Principal-in-Charge; Reggie Meigs – Project Manager; James Brogan – Building Plan Check; Lucian Gunter – Building Plan Check; Art Castro – Building Plan Check; Steve McCaslin – Building Plan Check

HR Green provides **on-call plan review**, planning, and **inspection services** for multi-phased 23,000-acre development, composed of 6,000 buildable acres (14,000+ residential units and 5+ million SF of commercial/ industrial development). HR Green currently has **three related contracts** with the County: 1) **Building and civil plan review, permit counter support, and building/site inspection** of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space; 1) **Building and civil plan review and building/site inspection** of various projects and backbone infrastructure associated with other development projects, and 3) **As-needed residential and commercial building inspection**. Our staff reviews structural, non-structural, mechanical, electrical, plumbing, universal design, **disabled access**, Title 24 energy, and green building plans; and local noise attenuation ordinances reviewing for conformance to the City standards. We utilize **electronic plan review and digital commenting and electronically transmit response letters and tracking logs concurrently** to developer, engineers, and County with hardcopy transmittal returned to the County and developer team. Our staff is proficient using the County's APPS program, an enterprise system integrating all aspects of the planning, plan review, processing, inspection, and approval process for private development projects (new construction and renovation).

City of Palos Verdes Estates

Reference: Sheri Repp-Loadsman, Planning & Building Director / Deputy City Manager
310.378.0383 x2216 / srepp@pvestates.org
340 Palos Verdes Dr. West, Palos Verdes Estates, CA 90274

Dates: 2015 – ongoing

Staff: George Wentz – Principal-in-Charge; Reggie Meigs –Building Official; Steve Skeffington – Building Plan Check; Steve McCaslin – Building Plan Check; Adam Tekunoff – Assistant Building Official/Building Plan Check; Beth Jay – Building Plan Check; Julie Robbins – Permit Technician

Initially, HR Green provided full staffing transition services from previous, long-time consultant, including, but not limited to building and safety administration, building official, building inspection, building plan review, city engineering, public works engineering, transportation planning, traffic engineering, CIP program management, grant writing/administration, and project management. **Our staff consistently meet or beat plan review turnaround schedules, provide over-the-counter and electronic plan review and achieve a 100% success rate on building and safety inspections within two-hour windows.** HR Green provides a "one stop shop" to achieve excellent customer satisfaction and is implementing a building permitting and community development system (SMARTGov). Our staff provide all manner of building and safety inspections, including custom homes, commercial, tenant improvements, and grading. HR Green interfaces closely with the City's permit technicians and has initiated best practices (e.g., new forms, tracking tools, electronic plan review, code updates, ADA transition plan, etc.)

City of Laguna Hills

Reference: David Chantarangsu, AICP, Community Development Director
24035 El Toro Road, Laguna Hills, CA 92653
949.707.2675 / dchantarangsu@lagunahillsca.gov

Dates: 1991 – ongoing *(current Building & Safety contract effective: 2015 – ongoing)*

Staff: George Wentz – Principal-in-Charge; Reggie Meigs – Project Manager; Steve McCaslin – Building Plan Check; Beth Jay – Building Plan Check; Robert Hufnagle – Building Plan Check/Inspection; Julie Robbins – Permit Technician

> "**[HR Green]** is helping process our high-profile Five Lagunas mall renovation. **Their staff are providing timely Building Official, plan check, and inspection services**. They assign qualified personnel with strong technical and interpersonal skills, offer sound guidance and recommendations, produce thorough and accurate documentation, and respond quickly when called upon."
> **Ken Rosenfield, PE**, Director of Public Services
> City of Laguna Hills

Since the City's incorporation HR Green staff members have provided a comprehensive range of consulting services, including engineering, public works, construction management, and inspection. Currently, HR Green provides on-call engineering and **building and safety services**. Relevant to this scope is the provision of building official, **plan review**, and **inspection** services. Recently, our staff assessed Building and Safety processes and procedures for conformance with best practices HR Green is currently providing **building safety and plan review** services for the **major renovation of the Laguna Hills Mall (Five Lagunas).** In addition to the renovation of the existing stores, new stores and restaurants will be added. Additionally 985 multifamily residential units will be constructed on the south side of the project, adding needed "roof tops" to help support the mall. HR Green staff has been providing a wide variety of engineering and building services since the City incorporated. The plan for Laguna Hills Mall would gut 40 percent of the center, a stretch of space between the former Sears building and JC Penney. The retail space will grow only slightly by 8,831 square feet – to 878,183 square feet from 869,352 square feet - due to the aforementioned razing, records show. A six-story parking structure will be added on the southwest side, along Calle De La Louisa. Additional proposed improvements include adding a park with a river-like water feature and a boardwalk effect between retailers.

City of Garden Grove

Reference: Lisa Kim, Community & Economic Development Director
11222 Acacia Parkway, Garden Grove, CA 92840
714.741.5121 / lisak@ci.garden-grove.ca.us

Dates: 2016 – ongoing

Staff: George Wentz – Principal-in-Charge; Reggie Meigs – Building Official; Julie Robbins – Permit Technician

HR Green provides **Building Official, code interpretation**, and **permit processing** services. Our full-time permit technician handles all counter nd permit processing services, including the mobilization and data input of permit data into City's permitting/tracking system. Our Building Official administers the Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations; supervises and trains persons assigned to the building division; and provides assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters.

Financial Capacity

Since being founded in 1913 HR Green has long maintained a strong and vibrant financial condition. Our 2016 revenue was nearly $60 million. We have no conditions that would impede our ability to complete your assignments. Green Companies, Inc. is a privately held company owned primarily by a select number of employees. As of FYE 2015, the Company had 1,000,000 shares with $5 par value authorized with 314,856 issued and outstanding. The Company has an available $6.5MM Line of Credit with Bankers Trust Company in Cedar Rapids, Iowa. Because of the Company's strong cash flow from Operations, as well as strong fiscal discipline, this available Line has been used sparingly and was zero as of the end of 2014 and 2015. The firm continues to have a strong balance sheet, is well capitalized and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

Cost Proposal

We have submitted Attachment B with our proposal. Our proposal shall be valid for a period of 180 days following submission.

Disclosure

HR Green has no past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. However, we employ some staff members who have worked with Costa Mesa in Building Safety and project documentation roles prior to joining our firm.

Sample Agreement

HR Green requests the opportunity to discuss the following considerations in the Draft Agreement. We have included below each item to which we are recommending change, including the suggested rewording of the contractual obligations or suggested change in the RFP, and the reasons for the proposed change. Globally, we request replacement of "warrants" with "represents" so that these sections are covered by our professional liability insurance by establishing standards of care to required professional standards.

5.1. Insurance - Minimum Scope and Limits of Insurance

Suggest re-wording of section (d) "Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and aggregate. 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.'

Rationale: Professional Liability is a claims-made policy, not occurrence and a combined single limits descriptor is not used. The revised wording will ensure this section is covered by our insurance.

5.2. Endorsements

Suggest re-wording of section (b) to: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled until thirty (30) days after written notice is given to City with 10 day exception for non-payment of premium.' Also, we request consideration of deletion of section (d).

Rationale: The revised wording will ensure this section is covered by our insurance.

5.3. Deductible or Self Insured Retention

Suggest deletion of last sentence.

Rationale: The revised wording will ensure this section is covered by our insurance.

6.9. Indemnification and Hold Harmless

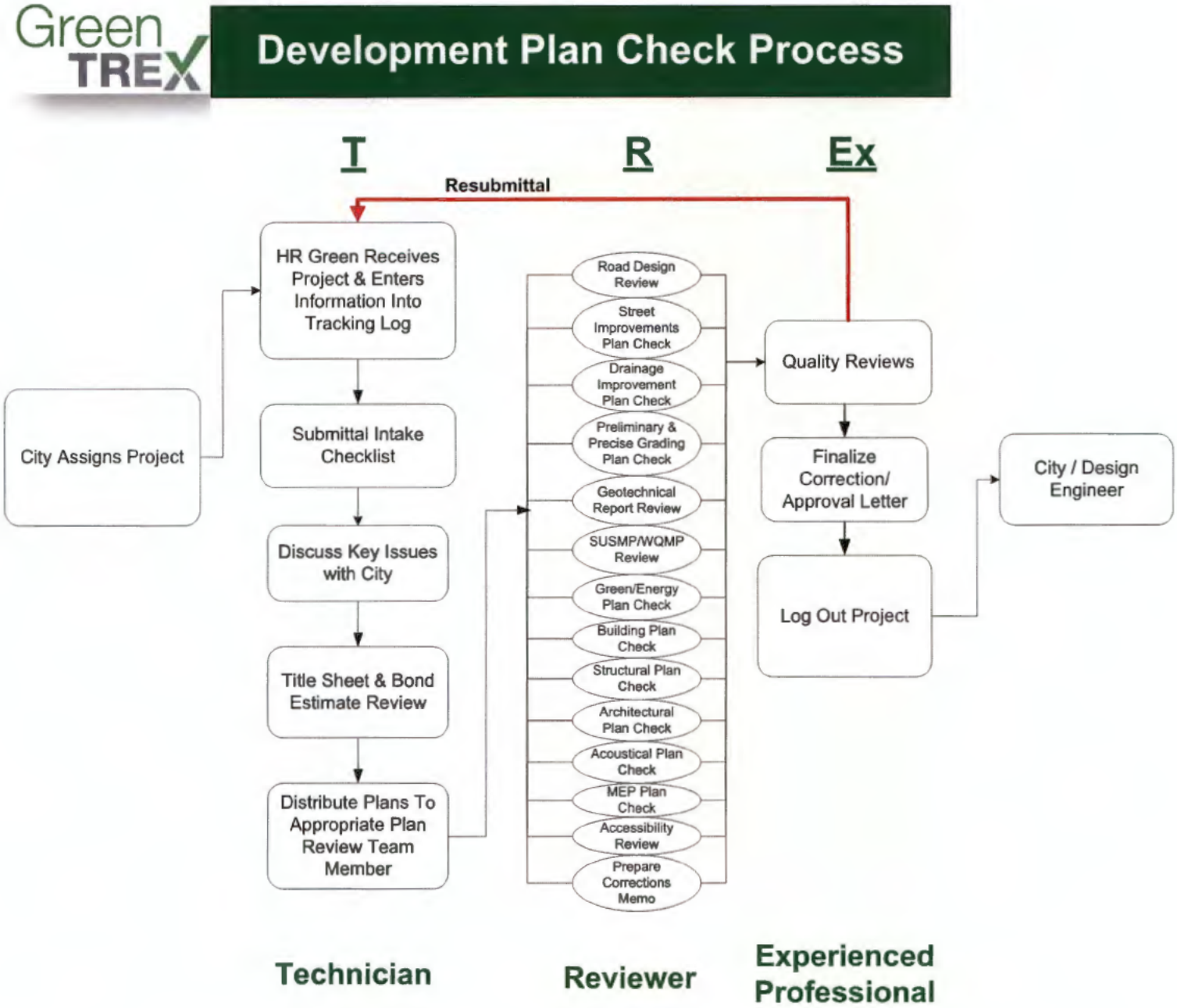
Suggest re-wording this section to: "Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, and employees caused by the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. 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. Notwithstanding the aforementioned in this section, Consultant's obligation, if any, to reimburse the City for any defense costs of any type or nature shall be determined by the percentage fault of Consultant's negligence, omissions, or reckless conduct as determined by a trier of fact in a court of competent jurisdiction. Consultant's obligation to defend City shall only arise after Consultant's liability for any damages is established by a judgment entered by a court of competent jurisdiction and all appellate remedies have been exhausted."

Rationale: Ensures this section is covered by our insurance.

APPENDIX

The following pages include tables, charts, graphic exhibits and pricing forms. Consequently, these documents are not part of the 20 page proposal limit per your RFP instructions.

Figure 1



HRGreen

Figure 2

Plan Review Service Level Goals		
Type of Job	**Turn Around Time First Review**	**Turn Around Time Recheck**
Residential		
New Construction	5-10 Working Days *(depends on complexity)*	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days *(depends on complexity)*	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days

Notes:

1. **OTC =** Over the Counter
2. **Small additions or remodels** can be done **over the counter or within three (3) working days** depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan review process will provide for an initial plan review, and two additional re-checks under the plan review fees paid at the time of plan review submittal (three plan review rounds total).

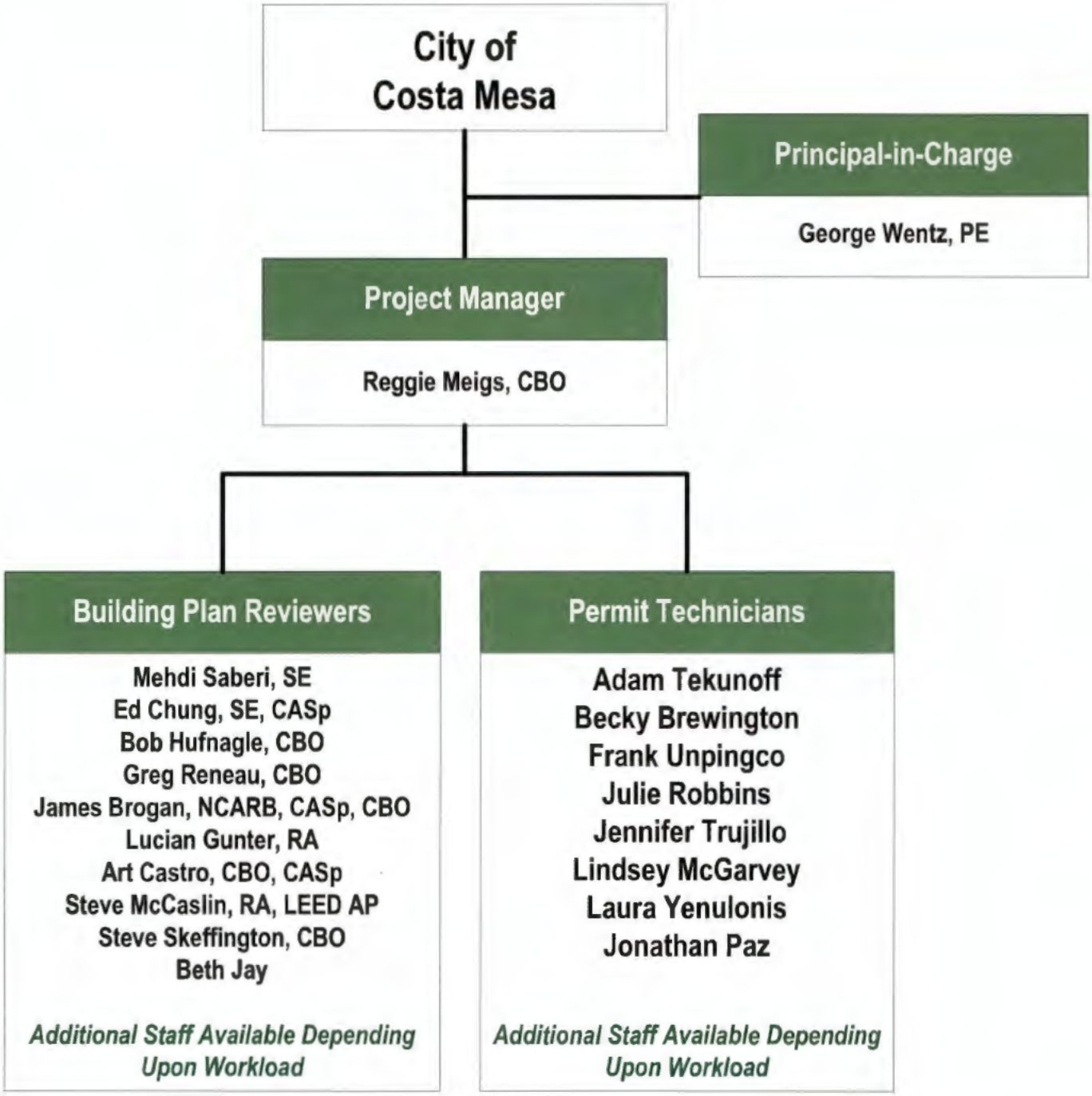
Figure 3

KEY TRANSITION ACTIVITIES						
General Assessment	Management and Financial	Operations	Organizational	Processes/ IT	Community Relations	Logistical Matters
Identify and collect data Review active files Gather information Drive City Prepare list of outstanding items	Hold "all hands" staff meeting Finalize invoice processes, formats and details Analyze financial aspects of permits and work performed to date Prepare schedule of events and activities Identify any special needs the City may have	Meet with City to coordinate activities Review building permits and status Review and evaluate handouts Review agreements with other agencies Review other documents	Confirm staffing priorities Hold meetings and introductions with staff Finalize staff assignments Establish relationships with other stakeholders Review processes and counter coordination Establish interface with contractors and other service providers	Identify/ collect data Review IT needs Evaluate current system status and data Identify permitting system(s) Review permitting data and use Develop plans for implement-ation	Prepare any related announcements Establish open house plan(s) Meet committee members Connect with other agencies Meet community groups and organizations	Determine any office space needs Purchase IT equipment, as needed Purchase any related software Coordinate internal logistics Make any related capital purchases

Figure 4

Name	Classification/Title	Years of Experience
Reggie Meigs, CBO	Project Manager	40
George Wentz, PE	Principal-in-Charge	40
Mehdi Saberi, SE	Building Plan Reviewer	35
Ed Chung, SE, CASp	Building Plan Reviewer	33
Bob Hufnagle, CBO	Building Plan Reviewer	41
Greg Reneau, CBO	Building Plan Reviewer	29
James Brogan, NCARB, CASp, CBO	Building Plan Reviewer	39
Lucian Gunter, RA	Building Plan Reviewer	29
Art Castro, CBO, CASp	Building Plan Reviewer	29
Steve McCaslin, RA, LEED AP	Building Plan Reviewer	13
Steve Skeffington, CBO	Building Plan Reviewer	23
Beth Jay	Building Plan Reviewer	9
Adam Tekunoff	Permit Technician	5
Becky Brewington	Permit Technician	32
Frank Unpingco	Permit Technician	17
Julie Robbins	Permit Technician	26
Jennifer Trujillo	Permit Technician	16
Lindsey McGarvey	Permit Technician	3
Laura Yenulonis	Permit Technician	10
Jonathan Paz	Permit Technician	5

Figure 5


City of Costa Mesa
Principal-in-Charge
George Wentz, PE
Project Manager
Reggie Meigs, CBO
Building Plan Reviewers
Mehdi Saberi, SE
Ed Chung, SE, CASp
Bob Hufnagle, CBO
Greg Reneau, CBO
James Brogan, NCARB, CASp, CBO
Lucian Gunter, RA
Art Castro, CBO, CASp
Steve McCaslin, RA, LEED AP
Steve Skeffington, CBO
Beth Jay
Additional Staff Available Depending Upon Workload
Permit Technicians
Adam Tekunoff
Becky Brewington
Frank Unpingco
Julie Robbins
Jennifer Trujillo
Lindsey McGarvey
Laura Yenulonis
Jonathan Paz
Additional Staff Available Depending Upon Workload

Name / Title	Education / Credentials	Background
Mehdi Saberi, PE, SE ***Plan Reviewer***	Master of Science, Civil Engineering; Bachelor of Science, Civil Engineering; Registered Civil Engineer, CA #35397; Registered Structural Engineer, CA #5528	Mehdi has 30+ years of code compliance plan checking, structural engineering design, seismic retrofit, and construction observation experience involving municipal, commercial, and entertainment, military, educational, industrial, and residential buildings. Mehdi has provided Building and Safety plan review, code compliance, and structural plan check for compliance with the California Building Code, Title 24 ADA regulations, mechanical, plumbing, electrical, energy codes and county/city procedures and ordinances. He has provided plan check services for the **County of Orange**; Cities of **South El Monte, Bell Gardens, West Covina, La Puente, Commerce, Dana Point, Tustin, and Redondo Beach**; and the **California Earthquake Authority**. Mehdi also provided structural observation and design assistance with the $400 million Harry Potter Theme Park at Universal Studios.
Ed Chung, PE, CASp ***Plan Reviewer***	Master of Science, Civil Engineering; Bachelor of Science, Civil Engineering; Registered Civil Engineer, CA #32913; Certified Accessibility Specialist; ICC-certified Building Plans Examiner	With 32+ years of experience, Ed brings an in-depth knowledge of related municipal, State and Federal codes and laws. Ed has a diverse building design and construction with over 24 years in plan checking of various residential, commercial and industrial buildings for various Southern California cities, including serving as Senior Plan Check Engineer with the City of Santa Ana. Ed has also provided plan check to the County of Orange and the Cities of Tustin and Dana Point. He is an expert in architectural and structural plan check, building code analysis, and accessibility specialist inspection services for all types of projects. He has also worked as a structural engineer preparing calculations and construction documents for schools and hospitals.

Name / Title	Education / Credentials	Background
Bob Hufnagle, CBO ***Plan Reviewer***	College Coursework; ICC Certified Building Inspector; ICC Certified Building Plans Examiner; ICC-Certified California Building Plans Examiner; ICC-Certified California Commercial Building Inspector; ICC-Certified California Commercial Electrical Inspector; ICC-Certified California Residential Building Inspector; ICC-Certified California Residential Electrical Inspector ICC-Certified Certified Building Official; ICC-Certified Commercial Electrical Inspector; ICC-Certified Residential Electrical Inspector	Robert is a Certified Building Official with more than 40 years of experience in the building construction industry. He has served as an Assistant Building Official, Building Inspector, and coordinated plan checks and permit counter operations. Moreover, he has issued building permits at the counter using EnerGov and searched records using Accutrac and Questys. Robert has been involved in professional organizations, including ICC, ICC Orange Empire Chapter, CALBO, IAPMO and TUPS. For 16 yers he served as Assistant Building Official for to Laguna Hills, responsible for managing building counter, residential and commercial plan check, water quality inspection, residential and commercial inspections, permit technician, and communicating with design professionals, contractors, home owners and coworkers. Recently, oversaw the plan review, processing, inspection, and approval of a 300+unit multi-story apartment complex which included a multi-story parking structure and clubhouse. Projects over the years have included restaurants, gas stations, shopping centers, new residential construction, and building improvements. Streamlined permitting process by implementing an automated system, EnerGov, which is still in use today. He has also served as a Building Reviewer/Inspector to the City of Jurupa Valley.

Name / Title	Education / Credentials	Background
Greg Reneau, CBO ***Plan Reviewer***	ICC Certified Building Official; ICC Certified Accessibility Inspector/Plans Examiner; ICC-Certified Building Inspector; ICC-Certified Combination Inspector – Legacy; ICC-Certified Electrical Inspector; ICC-Certified Mechanical Inspector; ICC-Certified Mechanical Inspector UMC; ICC-Certified Plumbing Inspector UPC; CALBO-Certified California OES-Certified Safety Assessment Program	Greg brings nearly 30 years of diverse building and safety experience, serving as Building Official, Plan Reviewer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving as Building Official and Building Inspection Manager for the City of **Corona** and Deputy Building Offical for the **City of Jurupa Valley.** He has overseen permit issuance, plan review, automated systems to track permit and inspection data, interpreted legislation and codes to determine guidelines for enforcement; created and maintained documents on city web site; managed the code enforcement section; managed the CDBG funded position of Housing Compliance Inspector, including all required quarterly and annual reports; maintained monthly activity reports and posed to city web site; drafted, prepared recommendations, and participateds in adoption of State Building Codes and revisions to municipal code and enforcement policies, procedures, techniques, and standards; managed and responded to requests for emergency response from Fire Department or Emergency Operations Center; implemented pilot program to develop virtual inspections procedure using mobile technology; and developed new Expedited Solar Permit ordinance in compliance with AB2188.
James Brogan, NCARB, CASp, CBO ***Plan Reviewer / CASp Consultant***	Bachelor of Science, Architecture' Architect: CA, #C20778; Architect: HI, # AR-1096; Architect: NV, #1741; Architect: WI, #9185-005; National Council of Architectural Registration Boards, NCARB # 36,223; Council of American Building Officials, CABO Building Official # 687; International Code Council, ICC Plans Examiner #92430-60; California Certified Accessibility Specialist, CASp #053; ACE Certified Witness	Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Review Engineer, **ADA Coordinator** and Witness. He has consulted on construction, building codes, and **Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act).** Jim has taught building code, plan review, **ADA and Title 24 seminars**. Moreover, he has served as an **ADA professional, preparing ADA compliance surveys** for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos. He has also served as Plan Review Engineer for the **City and County of Orange**, as well as the Cities of **Irvine** and **Lake Forest**.

Name / Title	Education / Credentials	Background
Steve McCaslin, RA, LEED AP ***Plan Reviewer***	Bachelor of Science, Architecture; Architect: CA, #C32377; Architect: AZ, #48659; Leadership in Energy and Environmental Design, Accredited Professional; International Code Council, ICC Certified Plans Examiner #92430-60	Steve brings 13 years of building plan review, project management, architectural design, construction administration, and expert witness experience on both renovations and new construction of residential, multi-family housing, commercial office, retail, health care, and civic facilities. His expert witness experience includes evaluating construction defect and delay claims. Currently, he provides structural and non-structural review of residential, commercial, and industrial projects, including new construction, renovations, additions, and tenant improvements for the **Cities of Palos Verdes Estates, Laguna Hills,** and **Jurupa Valley.**
Steve Skeffington, CBO ***Plan Reviewer***	College Coursework; ICC-Certified Building Inspector; ICC-Certified Building Inspector UBC; ICC-Certified Building Plans Examiner; ICC-Certified Building Plans Examiner UBC; ICC-Certified Building Code Official; ICC-Certified Building Official; ICC-Certified Combination Dwelling Inspector; ICC-Certified Combination Inspector; ICC-Certified Combination Inspector – Legacy; ICC-Certified Commercial Combination Inspector; ICC-Certified Electrical Inspector; ICC/AACE Certified Property Maintenance & Housing Inspector; ICC-Certified Mechanical Inspector; ICC-Certified Mechanical Inspector UMC; ICC-Certified Plumbing Inspector; ICC-Certified Plumbing Inspector UPC; ICC-Certified Prestressed Concrete Special Inspector-Legacy; ICC-Certified Reinforced Concrete Special Inspector; ICC-Certified Residential Combination Inspector; ICC-Certified Residential Energy Inspector/Plans Examiner; American Concrete Institute Grade 1 Field Technician ; CSLB Licensed General Contractor	Steve has 20+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to Southern California agencies and inspection of high-profile projects in Nevada. For **Rancho Santa Margarita** and **Palos Verdes Estates** he has served as Deputy Building Official responsible for managing the daily operations of the Building and Safety Department, including counter support, plan review, inspection, and code enforcement. Performs all commercial and residential plan reviews of new, additions and alteration projects for code compliancy of the California codes. For the **County of Los Angeles** he served as Construction Inspector of Record on various improvement projects, including ADA compliance. He also provided building inspection to the **City of Laguna Niguel**.

Name / Title	Education / Credentials	Background
Lucian Gunter, RA ***Plan Reviewer***	Bachelor of Science, Architecture; Registered Architect, CA #22358	Lucian has nearly 30 years of diverse architectural experience on a wide variety of projects, nine years of which have involved **architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review** experience for city, university, architectural and private clients. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian consulted for code reviews on projects totaling over $2.9 billion in total construction costs within the past 10 years. Clients have included the **County of Orange**, **University of California, Irvine**, and various cities throughout Southern California, including **Lake Forest**.
Art Castro, CBO, CASp ***Plan Reviewer / CASp Consultant***	Masters of Science, Civil Engineering; ICC Certified Building Inspector; ICC Certified Building Plans Examiner; ICC Certified Building Code Official; ICC Certified Building Official; ICC Certified Residential Combination Inspector; Certified Access Specialist (CASp); and ATC-20 Certified	Art has nearly 30 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed plans for 20+ cities and 4 counties, including the **County of Orange**, and Cities of **Jurupa Valley**, **Claremont, La Puente, and Monterey Park**. He regularly supports our civil plan review staff in site accessibility matters.
Beth Jay ***Plan Reviewer***	Bachelor of Science, Business Administration; ICC-Certified Plans Examiner / CAL-OES-Certified	Beth has nearly 10 years of diverse architectural experience on a wide variety of projects, nine years of which have involved **architectural, energy, NPDES, green building code, non-structural, mechanical, electrical, plumbing, fire, fire alarm, smoke system, and life-safety plan review** experience of residential, commercial, and industrial facilities. For nine years Beth served as a Plans Examiner for the City of **Redondo Beach**. Projects involved multiple hotels, Northrup-Grumman High Bay, multi-family residential, condos, and tenant improvements at South Bay Galleria. Beth has been involved in the plan review, coordination, tracking and routing of residential, photo-voltaic, and tenant improvement plans for the Cities of **Laguna Hills** and **Palos Verdes Estates**.

Name / Title	Education / Credentials	Background
Adam Tekunoff ***Permit Counter Technician***	Bachelor of Science, Business Administration; ICC-Certified Residential Building Inspector; ICC-Certified Residential Mechanical Inspector; ICC-Certified Residential Plumbing Inspector; PC-832 Certification	Adam has five years of project management, building inspection, permit processing, and code compliance experience. Most recently, for the **Cities of Palos Verdes Estates** and **Jurupa Valley** he has served as **Building Inspector** of residential, mechanical, and plumbing systems associated with new development and improvements. He has provided **code compliance** services responsible for permit tracking, correspondence, investigations, inspections, and issuing and tracking citations. Adam has also provided permit counter support and plan review services.
Becky Brewington ***Permit Counter Technician***	College courses in environmental planning	Becky brings 30+ years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs. For the City of Jurupa Valley she assisted in the development and implementation of all counter services and was responsible for oversight, management and day-to-day counter services. She is familiar with planning, engineering, public works, building & safety and code enforcement services; issues permits as appropriate over-the-counter; assigns, tracks and administers the plan review process to assure promised turnaround times; administers the permit tracking process; identifies and calculates permit fees and trust deposits on behalf of the city; designs and prepares handouts. For the County of Riverside she reviewed development projects for compliance with department policies and procedures; coordinated project comments from other departments; wrote conditions of approval for projects and presented case at Director's Hearings; performed field inspections and issued clearances for building permits on commercial and industrial projects; responded to inquiries from the public regarding zoning, building permit information, land use and case processing when assigned to the Public Information Counter; worked with homeowners, contractors and developers seeking building permits.

Name / Title	Education / Credentials	Background
Frank Unpingco ***Permit Counter Technician***	Bachelor of Arts, Corrections; PC-832 Certification	Frank has 15+ years of diverse code enforcement, **permit counter support**, and construction experience for California cities. For the Cities of **Jurupa Valley** and San Ramon he has managed **code compliance activity**, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. He has **worked at the public counter** to process permits and billing entries, and has provided information regarding building code and city ordinances in a timely manner.
Julie Robbins ***Permit Counter Technician***	College Coursework; Certified in Peace Officer Standard and Training, PC 832, Modules I, II, and III	Julie has more than 25 years of project document administration, processing, and code enforcement experience. She has coordinated the document control systems, plan review tracking, and **permit processing** for the **County of Orange** and the Cities of **Laguna Hills, Garden Grove, Palos Verdes Estates, Lake Elsinore**, and **Jurupa Valley**. She is proficient in foreclosures, field investigations, computer programs, plan review and service request tracking, document and form development, administrative duties and code compliance systems. She was instrumental in developing the Code Enforcement Education System to train Code Enforcement Officers throughout the State. She has been a Code Compliance Officer to 10 nearby cities and County of Los Angeles, **processing citizen service requests** and handling City website updates.
Jennifer Trujillo ***Permit Technician***	College Coursework, Associate of Arts, Business Administration (in process)	Jennifer has more than 15 years of project document administration, processing, development services, and planning support experience. She is very proficient with permitting software (HDL Permits, GovPartner, Accela, Civicplus) as well as ArcIMS GIS software (Govclarity, MyCity). She has served as a Development Services Specialist responsible for assisting the public during counter hours; processing all new submittals and resubmittals; generating job numbers, calculating fees, generating invoices, routing, tracking and maintaining all plan checks and tracking log. She has also reconciled developer deposit account balances and assisted with deposit requests; processed purchase orders for approval; answered all calls for Community Development, Public Works, and Engineering Departments; and issued permits to residents and contractors.

Name / Title	Education / Credentials	Background
Lindsey McGarvey ***Permit Counter Technician***	College courses in environmental planning	Lindsey bring administrative experience within the public and real estate sectors. She has handled diverse activities at a City departmental counter, including issuing permits as appropriate over-the-counter; assigning, tracking and administering the plan review process to assure promised turnaround times; administering the permit tracking process; and identifying and calculating permit fees and trust deposits on behalf of the City of **Jurupa Valley**. She also has worked in the real estate field, and has been involved in the rental, purchase, and selling of properties; reviewing conditions of sale; and preparing real estate contracts.
Laura Yenulonis ***Permit Counter Technician***	ICC-Certified Permit Technician	Laura has 10 years as a permit technician to various cities responding to questions; resolving any issues; developing/maintaining positive relationships with clients, building departments and officials; serving as liaison between client and building department (multiple counties and jurisdictions involved); is familiar with current building codes and cities regulations; preparing permit applications; obtaining permits for residential and commercial sites; drafting residential site plans, when required; reviewing, submitting, and retrieving permit related documentation; establishing and maintaining correspondence and project related information; tracking permit progress.
Jonathan Paz ***Permit Counter Technician***	Bachelor of Science, Organizational Communications Associate of Arts, Liberal Arts	Jonathan has 5 years of diverse project document administration experience with two years of related construction management experience. He is very proficient with Microsoft Office applications.He has identified client budgets to allow for proper bidding; requested bids and created portfolios with contractor cost comparisons; worked with Project Managers to help determine sub-contractors for each trade per set of plans; assisted with establishing a desired time frame for sub-contractor work; performed various construction tasks in an effort to keep projects on schedule; pulled city permits; filled the role of Assistant Superintendent as needed; and created and maintained strong relationships with clientele and contractors.

RFP NO.17-22-C01668

RFP No. 17-22
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 Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Job Title	Hourly Rate	Overtime rate
Plans Examiner	$ 105.00-130.00	$ 157.50-195.00
Plan Check Engineer	$ 130.00-165.00	$ 195.00-247.50
Chief Plans Examiner (Supervisor)	$ 140.00-180.00	$ 210.00-270.00
Permit Processing	$ 90.00-115.00	$ 135.00-172.50
Permit Technician I and II	$ 70.00-95.00	$ 105.00-142.50
Fire Plans Examiner	$ 115.00-140.00	$ 172.50-210.00
	$	$
	$	$

Total Estimated Hourly Range **Depends on staffing levels	$ **Depends on job title needs above

Note: For fire protection system plan review HR Green will collect 75% of the plan review fee charged by the City.

Should the City desire to utilize HR Green's **electronic plan review/digital commenting system**, HR Green will provide it for the following:

- One-time setup fee of $7,500
- HR Green will provide this system at no additional cost during the contractual period with the City (e.g., data center hosting, annual support, and monthly user licensing)

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There will be no additional charges for expedited plan review unless overtime is required. We will then use the overtime rates of the proposed staff.
3. For permit counter service outside of regular hours the cost will remain the same unless overtime is required. We will then use the overtime rates of the proposed staff.
4. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.

Professional Reimbursement and Overtime:
The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime (more than 8 hours/day or 40 hours/week) all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Direct Expenses:
Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
b. Subconsultants and other outside services, if needed.
c. Specific telecommunications and delivery charges.
d. Special fees, insurance, permits, and licenses applicable to the work.
e. Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

HRGreen

HRGreen.com
Phone 855.900.HRGC (4742)
Email gwentz@hrgreen.com
1100 Town & Country Road, Suite 1025
Orange, CA 92868

EXHIBIT C

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-300-0325
Holmes Murphy & Assoc - CR
201 First Street SE, Suite 700
Cedar Rapids, IA 52401

CONTACT NAME: Michelle Gruis
PHONE (A/C, No, Ext): 319-896-7715 FAX (A/C, No): 866-231-7822
E-MAIL ADDRESS: mgruis@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Travelers Property Casualty Company of	25674
INSURER C: XL SPECIALTY INS CO	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HR Green Pacific, Inc.
1260 Corona Point Court
Suite 305
Corona, CA 92879-5013

COVERAGES **CERTIFICATE NUMBER:** 54781456 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO373096709	01/01/19	01/01/20	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP373096809	01/01/19	01/01/20	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ZUP14N8656619	01/01/19	01/01/20	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC373096609	01/01/19	01/01/20	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9935712	01/01/19	01/01/20	Per Claim	5,000,000
							Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds on the General Liability and Auto Liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The Workers Compensation includes a waiver of subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions. 30 days' notice of cancellation will be provided, with 10 days' exception for non-payment of premium, per policy terms and conditions.

CERTIFICATE HOLDER

City of Costa Mesa
PO Box 1200
Costa Mesa, CA 92626-1200
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO03730967-09	01/01/2019	01/01/2020	01/01/2019	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: GREEN COMPANIES, INC.

Address (including ZIP Code):
8710 Earhart Lane SW
Cedar Rapids, IA 52404

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
Blanket as required by a written contract	**BLANKET**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/19 Policy No. WC 3730966-09 Endorsement No.
Insured Premium $

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Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-09	01/01/19	01/01/20	01/01/2019	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
Blanket as required by a written contract	**30**

All other terms and conditions of this policy remain unchanged.

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EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

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

POLICY

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

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

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

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

1. The dangers of drug abuse in the workplace;

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

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

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

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

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

1. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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